



Control Number: 51370



Item Number: 2

Addendum StartPage: 0

# PASS THROUGH PROVISION RATE APPLICATION

**Addition of Pass Through Provision to Approved Tariff  
For Utilities Subject to Purchased Water/Sewer  
or Groundwater Conservation District Water Use Fees**

Instructions: Please Answers All Questions Completely

Attach three copies of Notice Mailed to Customers

Send copies of this Application and All Supporting Documents to PUC

Date of Application		Application No.:	
Name of Utility: Monarch Ridge Property Owner's Association			
Utility Mailing Address: PO Box 1238 Denison, TX 75021			
Utility Telephone No: 484 343 4040	Number of Connections		21
Water or Sewer CCN No.	PWS ID or TPDES Permit No.	County (ies)	
13016	1700032	Grayson	
Underground Water District		Wholesale Provider (W/S)	
		City of Denison	
<p><b>This document/application is designed to allow your utility to add the following fees to your tariff:</b></p> <p>a) pass through increases in purchased water or sewer or;</p> <p>b) pass through of groundwater conservation district water use fees</p> <p>Please explain which groundwater conservation district or wholesale water or sewer provider has or proposes to increase fees for water (or sewer) used by your utility. <b>Be sure to attach supporting documentation.</b></p> <p>It is the intent of this organization to raise its water rates consistent with the raise in rates by our supplier (City of Denison). See the attached copy of the Ordinance from the City of Denison.</p>			
<p><b>FAQ:</b></p> <p><b>When can your utility start passing through these costs to its customers? December 1, 2020</b></p> <p>Once your groundwater conservation district or wholesale water or sewer service provide notifies you (in writing) of increased fees <u>and</u> after this application is approved.</p> <p><b>How can your utility start charging adjusted water rates: by invoicing our customers as is done today</b></p> <p>After :</p> <p>(1) receiving PUC approval of the pass through provision submitted in this application;</p> <p>(2) mailing notice to your customers 60 days prior to the usual billing period in which the revised rates will take effect, and;</p> <p>(3) providing PUC</p> <p>a) a copy of the notice of increase or contract from the groundwater conservation district or <b>wholesale provider</b> and</p> <p>b) a copy of notice to customers to the PUC.</p>			
Utility Contact Name (s)	William Retz, President MPPOA	E-mail	retzwa@gmail.com
Phone:	484 343-4040	Fax Number	n/a

➤ **Note:** Please identify the items listed below and any assumptions used to calculate the adjusted gallonage rate and to project revenues and expenses.

Water Loss (%): (Gals Pumped - Gals Billed) / Gas Pumped X 100	68% from 2019 annual report	= % (7 months avg)
--	--------------------------------	--------------------

		<u>1,000</u>	
Current Rates Charged: Base Rate (includes			gals): Gallonage Charge (per 1,000 gallons):
		<u>4.00</u>	\$ /1,000 gallons
"5/8 or 3/4" \$	<b>20.00</b>	Additional gallonage charges:	\$ /1,000 gallons
1" \$	<u>          </u>		
2" \$	<u>          </u>		
Larger \$	<u>          </u>		

### EXAMPLE OF A PASS THROUGH PROVISION:

for utilities subject to changes in cost imposed by any non-affiliated provider of purchased water or sewer or a groundwater conservation district having jurisdiction over the Utility, these increases (decreases) shall be passed through as an adjustment to the gallonage charge according to the formula:

Adjusted Gallonage Rate (AG) =  $G + [B/(1 - L)]$ , Where:

AG = adjusted gallonage charge, rounded to nearest one cent;

G = approved gallonage charge, per 1,000 gallons;

B = change in fee (per 1,000 gallons);

L = water or sewer line loss for preceding 12 months, not to exceed 0.15 (15%)

**SHOW YOUR PROPOSED CALCULATIONS:**

$$AG = 4.00 + [4.037/(1-0.15)] = 4.00 + (4.07/0.85) = 4.00 + 4.75 = \$8.75$$

Actual line loss avg was 20.7% for the past 7 months and 63% for the past 12 months

ABR calculations:

$$\text{ABR} = \text{current base rate charge of } \$20 + \text{Change in fee /1000 gal of } \$70 \text{ times } 1 \text{ divided by } 1-0.15$$

$$\text{--- } 20 + (70 \times 1) / (1 - 0.15) = 20 + (70 / 0.85) + 20 + 82.35 = \$102.76$$

👉 IF GALLONS ARE INCLUDED IN MINIMUM BILL YOU MUST ALSO ADJUST YOUR BASE RATE AND SHOW YOUR CALCULATIONS.

Adjusted Base Rate (ABR) =  $BR + [(B \times N)/(1 - L)]$ , Where:

ABR = adjusted base rate, rounded to nearest one cent;

BR = approved base rate charge;

B = change in fee (per 1,000 gallons);

N = no. of 1000 Gals included in base rate (do not use zero);

L = water or sewer line loss for preceding 12 months, not to exceed 0.15 (15%)

👉 IF AN ALTERNATE METHOD OF CALCULATION IS USED, PLEASE EXPLAIN AND DEFINE CLEARLY.

## ***PASS THROUGH PROVISION CHECKLIST***

The utility must submit to PUC required copies

- \_\_\_\_\_ **Completed application form. If an alternate method of calculating the adjusted rate is used, it must be accompanied by a written explanation;**
- \_\_\_\_\_ **Completed Affidavit;**
- \_\_\_\_\_ **Notice to Customers:**
- \_\_\_\_\_ **Written documentation that the utility is being required to pay for an increase in purchased water/sewer or a groundwater conservation district water use fee;**
- \_\_\_\_\_ **Tariff reflecting the applicant's current rates (must be current and on file with the PUC; and**
- \_\_\_\_\_

☞ Note: The cost of the pass through charges to customers cannot exceed the increased or decreased cost to the utility.

### **Send all the required information to:**

**Public Utility Commission of Texas  
via PUC Filer Upload  
and/or current mailing and/or shipping address**

### **Upon Approval of Application:** The PUC will:

- ☆ Mail your approval letter (with a copy of the approved pass through provision in your tariff) page to you, and;
- ☆ Include a copy of the notice required to be mailed to your customers in the form of a bill insert (to be used upon implementing any pass through of change in fees).



**AFFIDAVIT**

STATE OF Texas  
COUNTY OF Grayson

I, William Retz being duly sworn, file this **APPLICATION FOR**  
**and NOTICE OF PROPOSED PASS THROUGH PROVISION** **as President of the Munson**  
**Point Property Owners**  
**Association**

(indicate relationship to Applicant, that is, owner, member of partnership, title as officer of corporation, or other authorized representative of Applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Texas Public Utility Commission.

**I represent that the Utility filing this NOTICE is subject to purchased water or sewer treatment or to a groundwater conservation district water use fee which affects the utility's water costs.**

**I represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certified service area.**

I further represent that a copy of the attached NOTICE was provided by email  
(mail or hand delivery)  
to each customer or other affected party on or about After approval, 20       

\_\_\_\_\_  
AFFIANT  
(Utility's Authorized Representative)

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

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

SEAL

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES \_\_\_\_\_

## NOTICE OF PROPOSED PASS THROUGH RATE PROVISION

Munson Point Property Owners Association

13016

Company Name

CCN Number

has submitted a pass through rate provision application with the Texas Public Utility Commission. **The proposed adjusted rates will be implemented only upon written notice from a purchased water or sewer provider or an groundwater conservation district requiring a change in fees and only after mailed notice to the customers prior to the beginning of the billing period in which the adjusted rate takes effect.** Unless protests are received from 10 percent of the ratepayers within 90 days of the effective date or unless the Commission staff requests a hearing, no hearing will be held and the water use fee pass through rate provision will be approved as proposed. Please read all information carefully. Protests should be mailed to:

**Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326**

Munson Point Property owner'

Subdivisions /Systems Affected by Pass Through Provision

75020

Zip Codes Affected by Pass Through Provision

Munson Point Property Owners Association, PO Box 1238, Denison TX 75021 469 774-3273

Company Address

City

State

Zip

Phone #

Date Customer Notice Emailed

Effective Date of the Increase 1 December 2020

### **PASS THROUGH RATE PROVISION:**

(INSERT YOUR UTILITY'S PASS THROUGH PROVISION HERE)

This tariff is being implemented in accordance with the minor tariff changes allowed by 16 Texas Administrative Code §24.21. The cost to you as a result of this change will not exceed the costs charged to your utility.

To implement or modify the pass through provision, the utility must comply with all notice and other requirements of 30 TAC 291.21(h).

In the event that the application is set for hearing, the rates derived from the specific pass through provision requested by the utility may be decreased or increased by order of the Commission. You may inspect a copy of the application at your utility's office or at the Commission's office. Information about how you can participate in the rate setting process can be obtained by contacting the Public Interest Counsel at 512/239-6363.



CLASS "C" WATER COMPANY  
PUC ANNUAL REPORT  
OF

CCN Number

water 13616

Official Company Name:

Munson Point Property Owners Association

D/B/A Name(s)

MPPCA

Project # 50316

TO THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS

For the Year Ended Dec. 31, 2019



# Annual Report for Class C Water and/or Sewer Utilities

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

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

1 Utility Name: Munson Point Property Owner Association  
List all assumed name(s) or d/b/a names: MPPOA  
2 Certificate of Convenience and Necessity No. 13016 Calendar Year Ending 2019  
3 Street Address: P.O. Box 1238  
4 City or Town: Denison, TX 75020 CCN No.: 13016  
5 Email Address: retzwa@gmail.com  
6 County: Lorayson Zip Code: 75020  
7 TCEQ PWS Number(s) 0910140  
8 Water Quality Discharge Permit Number(s) WQ0014487002

## II. TYPE OF ORGANIZATION AND PRINCIPAL OFFICERS

9 Type of Ownership:  
Corporation: X Partnership: \_\_\_\_\_ Individual: \_\_\_\_\_ Other: \_\_\_\_\_  
10 If a corporation, list names and titles of the officers. If an individual or partnership, list the name of the individual or each partner and provide the title for each. For partnerships, please provide the percentage of ownership for each partner. William Retz - President  
Lane Aleman - Vice President Hunter Richmond - Treasurer  
Sandra Blanke - Secretary  
11 If the controlling ownership of this utility changed during the last twelve (12) months, state the date of ownership change and the name and address of the prior owner.  
N/A  
12 Date the utility was formed or incorporated: OCT. 30, 2002  
13 Is the utility under common ownership or control by another corporation? Y (N) If yes, by whom? \_\_\_\_\_

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

14 Name and Title: Hunter Richmond - Treasurer  
15 Address: 166 Monarch Dr.  
16 City: Denison, TX 75020  
17 Telephone Number with Area Code: 903-327-2533  
18 Cell Phone Number with Area Code: 903-327-2533  
19 Fax Number with Area Code: N/A  
20 e-mail address: drhrichmond@gmail.com  
21 If not an officer, owner or employee, give name of firm employed by:  
N/A

# 1. Balance Sheet

Name of Utility: MPPOA

Line #		End of Year mm/dd/yyyy 12/31/2019	End of Prior Year mm/dd/yyyy 12/31/2018
	<b><u>ASSETS</u></b>		
	<b><u>UTILITY PLANT</u></b>		
1	101 Utility Plant in Service	N/A	N/A
2	TOTAL UTILITY PLANT	N/A	N/A
3	108 Less: Accumulated Amortization	N/A	N/A
4	110 Less: Accumulated Depreciation	N/A	N/A
5	NET UTILITY PLANT	N/A	N/A
6	<b><u>CURRENT ASSETS</u></b>	XXXX	XXXX
7	131-135 Cash	- 0 -	- 0 -
8	141-143 Accounts Receivable	57,368	32,569
9	151 Plant Materials and Supplies (not previously expensed)	N/A	N/A
10	171-174 Other Current Assets	- 0 -	- 0 -
11	TOTAL CURRENT ASSETS	57,368	32,569
12	<b><u>TOTAL ASSETS*</u></b>	57,368	32,569
	<b><u>LIABILITIES &amp; EQUITY</u></b>		
	<b><u>EQUITY</u></b>		
13	201 Common Stock	N/A	N/A
14	211 Other paid in capital	N/A	N/A
15	215 Retained Earnings	N/A	N/A
16	218 Proprietary Capital	N/A	N/A
17	TOTAL STOCKHOLDERS' EQUITY	N/A	N/A
	<b><u>LONG-TERM DEBT</u></b>	XXXX	XXXX
18	224 Long-term debt (more than 1 year)	N/A	N/A
	<b><u>CURRENT LIABILITIES (less than 1 year)</u></b>	XXXX	XXXX
19	231 Accounts Payable	N/A	N/A
20	232 Notes Payable	N/A	N/A
21	241.0 Other Current Liabilities	N/A	N/A
	TOTAL CURRENT LIABILITIES	N/A	N/A
	<b><u>OTHER LIABILITIES and DEFERRED CREDITS</u></b>	XXXX	XXXX
22	253 Other Deferred Credits	N/A	N/A
23	271-272 Net Contributions in Aid of Construction	N/A	N/A
24	TOTAL OTHER LIABILITIES and DEFERRED CREDITS	N/A	N/A
25	<b><u>TOTAL LIABILITIES &amp; EQUITY*</u></b>	- 0 -	- 0 -

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



## 2. Statements of Income

Name of Utility: MPPOA

Line #

Report Calendar Year 2019

Water Report Year	Sewer Report Year	Total Report Year
<u>2019</u>		
A	B	C=A+B
<u>57,368</u>		

1	<b>Total Revenue:</b>			
	<b>Operating Expenses:</b>			
2	601 O & M Salaried Labor	- 0 -		
3	604 Employee Benefits	- 0 -		
4	631, 635, 636 O & M Contract labor	- 0 -		
5	620 Operating/Maint Supplies	1,000		
6	610 Purchased Water	46,186		
7	615 Purchased Power	- 0 -		
8	635 Testing Expense	6,782.00		
9	618 Chemicals	- 0 -		
10	656-659 Insurance	- 0 -		
11	601 General Office Salaries	- 0 -		
12	675 General Office Expenses	- 0 -		
13	632 Contract Accounting	3,000		
14	633 Legal	- 0 -		
15	634 Management	- 0 -		
16	666 Amortization- Rate Case Expense	- 0 -		
17	403 Depreciation Expense	- 0 -		
18	667-675 Other Misc. Expenses	400.00		
	<b>Taxes:</b>	XXXX	XXXX	XXXX
19	409 Federal Income Taxes	- 0 -		
20	409.0 State Franchise Taxes/Reg Assess.	- 0 -		
21	408 All Other Taxes	- 0 -		
22	<b>Total Expenses</b>	\$ 57,368 -	\$ -	\$ -
23	<b>Net Operating Income</b>	\$ - 0 - -	\$ -	\$ -
24	421, 433 Non-Operating Income	- 0 -		
	<b>Non-Operating Deductions:</b>	- 0 -		
25	426 Other	- 0 -		
26	427 Interest	- 0 -		
27	<b>Net Income</b>	\$ - 0 - -	\$ -	\$ -

### 3. Water Plant-in-Service - changes since the last Annual Report

Name of Utility: \_\_\_\_\_

MPPOA

Date Plant Installed/Retired mm/yyyy	Plant Additions		Plant Retirements		Plant Adjustments	Total Change the Last Annual Report
	List Major Items by Class	Amounts	List Major Items by Class	Amounts		
NONE						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTALS		N/A \$0		N/A \$0	N/A \$0	N/A \$0

- we do not own a plant or store our water.
- we do not own the water pipes.

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

Name of Utility:

*M P P O A*

	Date Plant Installed/Retired mm/yyyy	Plant Additions		Plant Retirements		Plant Adjustments	Changes Since the Last Annual Report
		List Major Items by Class	Amounts	List Major Items by Class	Amounts		
WATER							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SEWER							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTALS			<i>11/1/11</i> \$0		<i>11/1/11</i> \$0	<i>11/1/11</i> \$0	<i>11/1/11</i> \$0

Name of Utility:

MPPOA

## 4. Other Operating Information

12/31/2018

Connection information		12/31/2018	End of Prior Year	Connection information	End of Year	End of Prior Year
		mm/dd/yyyy	mm/dd/yyyy		mm/dd/yyyy	Year
WATER:				SEWER:		
1	Number of active water connections	21	21	Number of active sewer connections		
	5/8" or 3/4"	- 0 -	- 0 -	Residential		
	3/4"	- 0 -	- 0 -	Non-residential		
	1"	- 0 -	- 0 -			
	1 1/2"	- 0 -	- 0 -			
	2"	21	21			
	List all additional meter sizes:	N/A	N/A	List all additional meter sizes:		
	Unmetered water connections	0	0	Unmetered water connections		
2	Number of inactive water connections	3	3	Number of inactive water connections		
	5/8" or 3/4"	N/A	N/A			
	3/4"	N/A	N/A			
	1"	- 0 -	- 0 -			
	1 1/2"	- 0 -	- 0 -			
	2"	3	3			
	List all additional meter sizes:	N/A	N/A	List all additional meter sizes:		
	Unmetered, inactive connections	- 0 -	- 0 -	Unmetered, inactive connections		
3	Number of active sewer connections	11	11	Number of active sewer connections		
4	Number of inactive sewer connections	- 0 -	- 0 -	Number of inactive sewer connections		
5	Total gallons purchased	6368,240				
6	Total gallons pumped	- 0 -				
	Total Water Produced	\$ 0 -				
7	Total gallons sold	1976,880				
8	Gallons unaccounted for	4391,354				
				Total amount of sewer treated (gallons)		

## Management and Operations

- Yes or No
- Do you have an Application form or formal process for new customers? ☒ YES
  - Do you have a copy of your approved tariff and TCEQ approved drought contingency plan for customer review? ☒ YES
  - Do you have written operating procedures for routine operations? ☒ YES
  - Do you have a written emergency action plans? ☒ YES
  - Do you have written personnel policies and procedures? ☒ YES
  - Do you have risk management and safety procedures? ☒ YES
  - Do you have customer service policies (including billing and collection)? ☒ YES
  - Do you prepare an annual written budget for financial planning purposes? ☒ YES
  - Provide a list of all affiliates and entities under Common Control (if any). ☒ none
  - If you purchase wholesale water or sewer services, please list the name(s) of the wholesaler and describe the service(s) purchased from each. ☒ Water supplied by City of Dallas, TX
  - If you have a current capital improvement/replacement plan, please attach a copy. ☒ none

Name of Utility: MPPCA

### 5. Affiliated Transactions

#### Charges by an Affiliate to the Reporting Utility

Name of Affiliated company: none

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

#### Charges by an Reporting Utility to Affiliates

Name of Affiliated company: none

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

**ORDINANCE NO. 5028**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ESTABLISHING REVISED RATES AND CHARGES FOR WATER AND SEWER SERVICE; ESTABLISHING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the Denison Municipal Code, Chapter 26, Section 26-238 provides that the City Council shall from time to time establish rates and charges for water service; and

**WHEREAS**, the City Council has determined that a five-year rate plan is necessary in order to ensure financing for capital improvements to the water service system; and

**WHEREAS**, under the five-year rate plan, water consumption rates and the monthly water and sewer base rates will increase each year on December 1 without further council action; and

**WHEREAS**, the previous rate structure did not adequately allocate capital improvement costs among Residential, Commercial and Industrial water users; and

**WHEREAS**, the City Council has determined that water and sewer rates for Apartments should be combined with other Residential users; and

**WHEREAS**, the City Council has determined that water and sewer use should be measured in gallons rather than cubic feet; and

**WHEREAS**, the City would benefit from certain water users, specifically Industrial users, being place on tiered water consumption rate structure;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS:**

**SECTION 1:** That the monthly rates and charges for water service inside the city limits of the City of Denison as established by Ordinance No. 4756 be amended as follows:

Per Residential living unit, Commercial user or Industrial user, there will be a minimum monthly base rate charge for the 1st 1000 gallons of water consumption.

Base Rate	12/1/2019	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Residential	\$24.50	\$26.00	\$27.00	\$28.00	\$28.00
Commercial	\$40.00	\$45.00	\$50.00	\$55.00	\$60.00
Industrial	\$75.00	\$80.00	\$85.00	\$90.00	\$95.00

Per Residential living unit or Commercial user, there will be a per 1000 gallon rate for water consumption over the 1<sup>st</sup> 1000 gallons per month.



Variable Rate	12/1/2019	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Residential	\$3.0354	\$3.1113	\$3.1891	\$3.2688	\$3.3506
Commercial	\$3.8270	\$4.0184	\$4.2193	\$4.4303	\$4.6518

Industrial users shall mean a user who consistently uses 3,750,000 gallons or more of treated water each month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City Manager.

Per Industrial user, there will be a per 1000 gallon tiered rate for water consumption over the 1<sup>st</sup> 1000 gallons per month.

Industrial Tiered Rate	12/1/2019	12/1/2020	12/1/2021	12/1/2022	12/1/2023
1001 - 3,750,000	\$3.3909	\$3.5604	\$3.7384	\$3.9254	\$4.1216
3,750,001 - 7,500,000	\$3.2502	\$3.4127	\$3.5833	\$3.7625	\$3.9506
7,500,001 & up	\$3.1095	\$3.2649	\$3.4282	\$3.5996	\$3.7796

**SECTION 2:** That the monthly rates and charges for sewer service inside the city limits of the City of Denison, as established by Ordinance No. 4756 be amended as follows:

Per Residential living unit, there will be a minimum monthly base rate charge for the 1st 1000 gallons as average monthly consumption. Per Commercial user or Industrial user, there will be a minimum monthly base rate charge for the 1<sup>st</sup> 1000 gallons per month based on actual water consumption or reads as provided by Industrial user.

Base Rate	12/1/2019	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Residential	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00
Commercial	\$40.00	\$45.00	\$50.00	\$55.00	\$65.00
Industrial	\$63.00	\$73.00	\$83.00	\$95.00	\$105.00

Per Residential living unit, Commercial user or Industrial user, there will be a per 1000 gallon rate for consumption over the 1<sup>st</sup> 1000 gallons per month.

Variable Rate	12/1/2019	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Residential	\$2.5135	\$2.5763	\$2.6408	\$2.7068	\$2.7744
Commercial	\$3.6723	\$3.8559	\$4.0487	\$4.2511	\$4.4637
Industrial	\$3.6723	\$3.8559	\$4.0487	\$4.2511	\$4.4637

**SECTION 3:** That the monthly rates and charges for water and sewer service outside the city limits of the City of Denison shall be computed and charged as double the amount established for service inside the City limits as provided herein in Section 1 and 2.

**SECTION 4:** That the rates and charges herein adopted shall be effective and implemented on all statements for water and sewer service rendered on or after December 1, 2019.

**SECTION 5:** Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining

**AFFIDAVIT**

STATE OF Texas  
COUNTY OF Grayson

I, William Retz being duly sworn, file this **APPLICATION FOR**  
**and NOTICE OF PROPOSED PASS THROUGH PROVISION** **as President of the Munson**  
**Point Property Owners**  
**Association**

(indicate relationship to Applicant, that is, owner, member of partnership, title as officer of corporation, or other authorized representative of Applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Texas Public Utility Commission.

**I represent that the Utility filing this NOTICE is subject to purchased water or sewer treatment or to a groundwater conservation district water use fee which affects the utility's water costs.**

**I represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certified service area.**

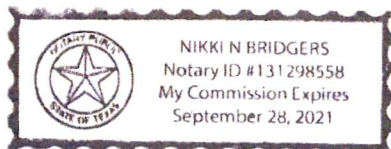
I further represent that a copy of the attached NOTICE was provided by email  
(mail or hand delivery)  
to each customer or other affected party on or about After approval, 20 20

*William Retz*  
AFFIANT  
(Utility's Authorized Representative)

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

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas,  
this 30 day of September, 20 20

SEAL



*Nikki Bridgers*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
Nikki Bridgers  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES Sept. 28, 2021

## NOTICE OF PROPOSED PASS THROUGH RATE PROVISION

Munson Point Property Owners Association

13016

Company Name

CCN Number

has submitted a pass through rate provision application with the Texas Public Utility Commission. **The proposed adjusted rates will be implemented only upon written notice from a purchased water or sewer provider or an groundwater conservation district requiring a change in fees and only after mailed notice to the customers prior to the beginning of the billing period in which the adjusted rate takes effect.** Unless protests are received from 10 percent of the ratepayers within 90 days of the effective date or unless the Commission staff requests a hearing, no hearing will be held and the water use fee pass through rate provision will be approved as proposed. Please read all information carefully. Protests should be mailed to:

**Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326**

Munson Point Property owner'

Subdivisions /Systems Affected by Pass Through Provision

75020

Zip Codes Affected by Pass Through Provision

Munson Point Property Owners Association, PO Box 1238, Denison TX 75021 469 774-3273 *OR*  
*484 343 1040*

Company Address	City	State	Zip	Phone #
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Date Customer Notice Emailed

Effective Date of the Increase 1 December 2020

### **PASS THROUGH RATE PROVISION:**

(INSERT YOUR UTILITY'S PASS THROUGH PROVISION HERE)

This tariff is being implemented in accordance with the minor tariff changes allowed by 16 Texas Administrative Code §24.21. The cost to you as a result of this change will not exceed the costs charged to your utility.

To implement or modify the pass through provision, the utility must comply with all notice and other requirements of 30 TAC 291.21(h).

In the event that the application is set for hearing, the rates derived from the specific pass through provision requested by the utility may be decreased or increased by order of the Commission. You may inspect a copy of the application at your utility's office or at the Commission's office. Information about how you can participate in the rate setting process can be obtained by contacting the Public Interest Counsel at 512/239-6363.

PAID IN 2019  
BY MPPDA

2019 Sewer Expense

SEWER

Power	\$938.56
Repairs	\$1,405.00
Mowing	\$270.00
WQA	\$620.00
Contract	\$300.00
Chlorine	\$155.97
	\$3,689.53
Income	\$3,300.00
Total	\$389.53

Sheet1

2020 Estimated Sewer Expense

Power	\$1,030.00
Repair	\$1,600.00
Maintenance	\$500.00
Mowing	\$300.00
WQA	\$620.00
Contract	\$300.00
Chlorine	\$160.00
TCEQ DP	\$3,200.00
Total	\$7,710.00

\$46 per month for 14 units

estimated no good  
must be Known & Measured

12 mos for eff

# AFFIDAVIT

STATE OF TEXAS

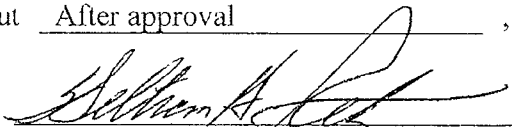
COUNTY OF Grayson

I, William Retz being duly sworn, file this **NOTICE OF PROPOSED RATE**  
**CHANGE**

as President, Munson Point Property Owner's Association (indicate relationship to Utility  
that is, owner, member of partnership, title as officer of corporation, or other authorized representative  
of Utility); that, in such capacity, I am qualified and authorized to file and verify such notice; and that  
all statements and matters set forth herein are true and correct.

I further represent that a copy of the attached notice was provided by email  
(method of delivery)

to each customer or other affected party on or about After approval, 20     

  
\_\_\_\_\_  
AFFIANT  
(Utility's Authorized Representative)

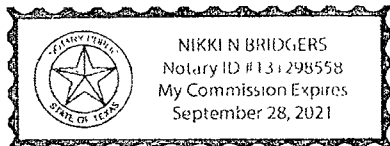
Munson Point Property Owner's Association  
NAME OF UTILITY

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

SUBSCRIBED AND SWORN TO BEFORE

this the 30 day of September, 20 20, to certify which witness my hand and  
seal of office.

SEAL



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Nikki Bridgers  
\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES Sept. 28, 2021

## CLASS C RATE/TARIFF CHANGE

UTILITY NAME: Munson Point Property Owner's Association

CCN No : 20919

DOCKET NUMBER. \_\_\_\_\_

## VERIFICATION OF ACCURACY

### OATH

STATE OF TEXAS

COUNTY OF Grayson

William A. Retz makes an oath and says that he/she is President  
(Name of Affiant) (Official Title of Affiant)

of Munson Point Property Owner's Association.  
(Exact Legal Title or Name of the Respondent)

The signed officer has reviewed the application

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

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

He/she swears that all other statements contained in the said rate application are true, and that the said rate application is a correct and complete statement of the business and the above-named respondent during the test year time frame of

January 1, 2019 to December 31, 2019

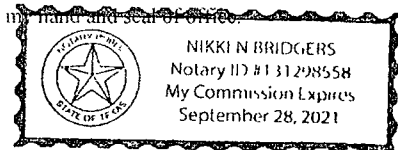
and including any additional time frames aside from the aforementioned test year resulting from rate case requests for information

William A. Retz  
Printed Name

[Signature]  
Signature

Subscribed and sworn to and before me, a Notary in and for the State and County

above-named, this 30 day of September, 2020, to certify which  
witness



[Signature]  
(Signature of Affiant)

My commission expires Sept. 28, 2021  
(Notary Public In And For The State Of Texas)

Nikki Bridgers  
Print or Type Name of Notary

## Water Line Lease

Date:

Lessor: Munson Point Corporation, a Texas corporation

Lessor's Address: 2402 W. Morton  
Denison, Texas 75020

Lessee: Munson Point Property Owners Association, a Texas nonprofit corporation

Lessee's Address: 2402 W. Morton  
Denison, Texas 75020

Water Line: Located upon that certain tract of land situated in Grayson County, Texas, being more particularly depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

Annual Rent: \$10 00

Term Thirty (30) years

Commencement Date: 3-1-02

Ending Date: 2-29-32

Extension: The Term shall be extended by an instrument executed by Lessor and Lessee for additional terms of Ten (10) years each, at the sole discretion of Lessee.

## Definitions

"Rent" means Annual Rent plus any other amounts of money due Lessor by Lessee

"Lessor" means Lessor and its agents, employees, invitees, licensees, or visitors

"Lessee" means Lessee and its agents, employees, invitees, licensees, or visitors.

"TNRCC" means the Texas Natural Resource Conservation Commission, and any successor organization or administration of the State of Texas which oversees public or private utilities.

"CCN" means a Certificate of Convenience and Necessity or other authorization for the operation of a public utility issued by the TNRCC.

### Clauses and Covenants

#### A. Lessee agrees to—

1. Lease the Water Line for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Water Line in their present condition "AS IS," the Water Line being currently suitable for Lessee's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and operation of the Water Line, including the rules and regulations of the TNRCC as may be amended and in force from time to time.
4. Pay Annually the Annual Rent to Lessor at Lessor's Address.
5. Pay, as additional Rent, all other amounts due under this lease.
6. Pay for all maintenance and repairs necessary for the operation of the Water Line in conformity with TNRCC regulations or rules.
7. File all reports and filings as may be required by the TNRCC.
8. Pay Lessee's expenses incurred in the operation of the Water Line.
9. Allow Lessor to review all records and filings of Lessee filed, or in the records of the Lessee that pertain to the Water Line.
10. Maintain all records required by the TNRCC.
11. Repair any damage to the Water Line.
12. Maintain public liability insurance for the Water Line and the conduct of Lessee's business, naming Lessor as an additional insured, in the amounts required by Lessor.
13. Deliver certificates of insurance to Lessor before the Commencement Date and thereafter when requested.
14. Indemnify, defend, and hold Lessor harmless from any loss, attorney's fees, court and other costs, or claims arising out of use or operation of the Water Line.

#### B. Lessee agrees not to—

1. Use the Water Line for any purpose other than that stated in the lease.
2. Permit any waste.



3. Use the Water Line in any way that is extrahazardous or create an unsafe condition.
4. Alter the course of the Water Line.
5. Allow a lien to be placed on the property that the Water Line is located upon.
6. Assign this lease without Lessor's written consent.

C. Lessor agrees to—

1. Lease to Lessee the Water Line for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Provide Lessee access to the Water Line.

D. Lessor agrees not to—

1. Interfere with Lessee's use of the Water Line as long as Lessee is not in default.

2. Take any action which violates the terms and conditions of any certificate of convenience and necessity issued to Lessee by the TNRCC

E. Lessor and Lessee agree to the following:

1. *Alterations.* Lessor shall have the right and privilege of making any physical additions or improvements to the Water Line, including extensions and branches of the Water Line, and attach such additional service connections as may be desired by the Lessor, in Lessor's sole discretion.

2. *Cost Recovery Fees and Tap Fees.* Lessee shall pay to Lessor a cost recovery fee of \$4,000.00 for each tap upon the Water Line which is made to customers within areas which have been designated by Lessor as not having participated in the cost of the Water Line. This is a reasonable fee for the reimbursement to Lessor of a portion of the cost of construction of the Water Line. Provided, however, Lessor shall have the exclusive right and privilege of making such connections or taps of the Water Line as may be deemed necessary by Lessor, at no cost to Lessor, provided that Lessor pays the cost of installation of such connection or tap.

3. *Conveyance by Lessor to Lessee.* Lessor shall have the right and privilege at any time during or after the Term of this Lease, in Lessor's sole discretion, to convey all of Lessor's right, title and interest in and to the Water Line to Lessee. Lessee hereby consents to such conveyance, and upon such conveyance of the Water Line to Lessee, this Lease shall be of no further force and effect, and Lessor shall have no further obligation hereunder. Lessee shall further, following such conveyance, have the obligations of maintenance and operation of the Water Line.

4. *Condemnation/Substantial or Partial Taking or Revocation of CCN*

a. If the Water Line cannot be used for the purposes contemplated by this lease because of condemnation, revocation of the CCN, or purchase in lieu of condemnation, this lease will terminate.

b. Lessee will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. *Default by Lessor/Events.* Defaults by Lessor are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Lessee within ten days after written notice.

6. *Default by Lessor/Lessee's Remedies.* Lessee's remedies for Lessor's default are to terminate this lease.

7. *Default by Lessee/Events.* Defaults by Lessee are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Water Line, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

8. *Default by Lessee/Lessor's Remedies.* Lessor's remedies for Lessee's default are to terminate this lease by written notice.

9. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Lessor and Lessee have a duty to mitigate damages.

10. *Alternative Dispute Resolution.* Lessor and Lessee agree to mediate in good faith before filing a suit for damages.

11. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. *Venue.* Venue is in the county in which the Water Line are located.

13. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

14. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Lessor and Lessee.

15. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF

— MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

16 *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Lessor.

Munson Point Corporation

By: William W. Munson

Lessee:

Munson Point Property Owners Association

By: Lynne M. Lindsey

# AFFIDAVIT

STATE OF TEXAS

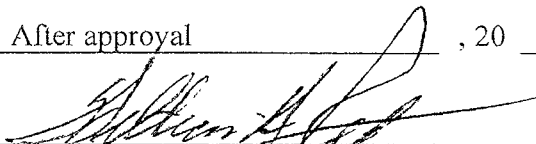
COUNTY OF Grayson

I, William Retz being duly sworn, file this **NOTICE OF PROPOSED RATE CHANGE**

as President, Munson Point Property Owner's Association (indicate relationship to Utility that is, owner, member of partnership, title as officer of corporation, or other authorized representative of Utility); that, in such capacity, I am qualified and authorized to file and verify such notice; and that all statements and matters set forth herein are true and correct.

I further represent that a copy of the attached notice was provided by email  
(method of delivery)

to each customer or other affected party on or about After approval, 20     

  
\_\_\_\_\_  
AFFIANT  
(Utility's Authorized Representative)

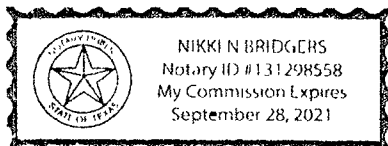
Munson Point Property Owner's Association  
NAME OF UTILITY

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

SUBSCRIBED AND SWORN TO BEFORE

this the 30 day of September, 20 20, to certify which witness my hand and seal of office.

SEAL



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Nikki Bridgers  
\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES Sept. 28, 2021

## CLASS C RATE/TARIFF CHANGE

UTILITY NAME: Munson Point Property Owner's Association  
CCN No.: 13016  
DOCKET NUMBER: UNKNOWN

## VERIFICATION OF ACCURACY

### OATH

STATE OF TEXAS

COUNTY OF Grayson

William A. Retz makes an oath and says that he/she is President  
(Name of Affiant) (Official Title of Affiant)

of Munson Point Property Owner's Association  
(Exact Legal Title or Name of the Respondent)

The signed officer has reviewed the application

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

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

He/she swears that all other statements contained in the said rate application are true, and that the said rate application is a correct and complete statement of the business and the above-named respondent during the test year time frame of

January 1, 2019 to December 31, 2019

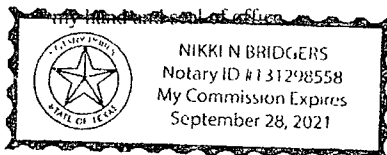
and including any additional time frames aside from the aforementioned test year resulting from rate case requests for information

William A. Retz  
Printed Name

[Signature]  
Signature

Subscribed and sworn to and before me, a Notary in and for the State and County

above-named, this 30 day of September, 2020, to certify which witness



[Signature]  
(Signature of Affiant)

My commission expires Sept. 28, 2021  
(Notary Public In And For The State Of Texas)

Nikki Bridgers  
Print or Type Name of Notary

UTILITY NAME: \_\_\_\_\_ Munson Point Property Owner's Association. \_\_\_\_\_

## SCHEDULES - CLASS C RATE/TARIFF CHANGE

**VI-3 Rate Calculation for Single Tier Gallonage Charge for All Usage**

FOR THE TEST YEAR ENDED: \_\_\_\_\_ 12/31/2019

	A	B	C
Line No.	Description	Reference	Amount
1.	Fixed Expenses	Schedule VI-1, Column C, Line 28	\$43,026
2.	Test Year End Meter Equivalencies	Schedule I-3(a), Column H, Line 9	21.00
3.	Billing Cycles per Year (Monthly Billing Cycle)		12
4.	<b>Minimum Monthly Charge (Line 1/Line 2/Line 3)</b>		170.74
Line No.	Description	Reference	Amount
5.	Variable Expenses	Schedule VI-1, Column D, Line 28	\$14,342
6.	Total Test Year Gallons Billed	Schedule II-1(a), Column C, Line 4	1,976,886
7.	<b>Volumetric Rate (Charge per 1,000 gallons) (Line 5/(Line 6/1000))</b>		7.25

## CLASS C RATE/TARIFF CHANGE

UTILITY NAME: Munson Point Property Owner's Association

CCN No. 20919

DOCKET NUMBER: \_\_\_\_\_

## VERIFICATION OF ACCURACY

### OATH

STATE OF TEXAS

COUNTY OF Grayson

William A. Retz makes an oath and says that he/she is President  
(Name of Affiant) (Official Title of Affiant)

of Munson Point Property Owner's Association  
(Exact Legal Title or Name of the Respondent)

The signed officer has reviewed the application.

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

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

He/she swears that all other statements contained in the said rate application are true, and that the said rate application is a correct and complete statement of the business and the above-named respondent during the test year time frame of

January 1, 2019 to December 31, 2019

and including any additional time frames aside from the aforementioned test year resulting from rate case requests for information

William A. Retz \_\_\_\_\_  
Printed Name Signature

Subscribed and sworn to and before me, a \_\_\_\_\_ in and for the State and County

above-named, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which  
witness  
my hand and seal of office.

\_\_\_\_\_  
(Signature of Affiant)

My commission expires \_\_\_\_\_  
(Notary Public In And For The State Of Texas)

\_\_\_\_\_  
Print or Type Name of Notary