



Control Number: 51578



Item Number: 1

Addendum StartPage: 0



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

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

CCN Application Instructions

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

FAQ:

Who can use this form?

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

Who is required to use this form?

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

What is the purpose of the application?

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

RECEIVED
2018 DEC -3 PM 1:52
PUBLIC UTILITY COMMISSION
FILING CLERK

Application Summary

Applicant: Monarch Utilities I L.P.

CCN No. to be amended: 20899

or ☐ Obtain NEW CCN ☐ Water ☐ Sewer

County(ies) affected by this application: Chambers

Dual CCN requested with: _____

CCN No.: _____

(name of retail public utility)

☐ Portion or ☐ All of requested area

Decertification of CCN for: Monarch Utilities I L.P.

CCN No.: 20899

(name of retail public utility)

☒ Portion or ☐ All of requested area

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Please mark the items included in this filing

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

Part A: Applicant Information

1. A. Name: Monarch Utilities I L.P.
(individual, corporation, or other legal entity)
☐ Individual ☐ Corporation ☐ WSC ☒ Other: L.P.
- B. Mailing Address: 12535 Reed Road
Sugar Land, TX 77478
Phone No.: (866) 654-7992 Email: swwc.com
- C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.
Name: George Freitag Title: Regulatory Manager
Mailing Address: 1620 Grand Avenue Parkway, Suite 140 Pflugerville, TX 78660
Phone No.: (512) 219-2288 Email: gfreitag@swwc.com
2. If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?
☒ Yes ☐ No ☐ N/A
3. If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?
☒ Yes ☐ No If no, please state the last date an Annual Report was filed: _____
4. The legal status of the Applicant is:
☐ Individual or sole proprietorship
☒ Partnership or limited partnership (*attach* Partnership agreement)
☐ Corporation: Charter number (recorded with the Texas Secretary of State): _____
☐ Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]
Charter number (as recorded with the Texas Secretary of State): _____
☐ Articles of Incorporation and By-Laws established (*attach*)
☐ Municipally-owned utility
☐ District (MUD, SUD, WCID, FWSD, PUD, etc.)
☐ County
☐ Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
☐ Other (please explain): _____
5. If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:
Name: _____

Part B: Requested Area Information

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

This application requests three actions: (1) Decertification of specific segments on the southern side of the currently certificated area of Monarch's Tower Terrace sewer system, (2) Decertification of specific tracts on the north where there will be no development or service requests and where the utility will be unable to serve, and (3) adjustment of boundaries where the existing official maps do not align with the property boundaries or roads. This application applies solely to the Tower Terrace sewer CCN in Chambers County. No additional area is requested.

7. The requested area (check all applicable):

☐ Currently receives service from the Applicant ☐ Is being developed with no current customers

☐ Overlaps or is within municipal boundaries ☒ Overlaps or is within district boundaries

Municipality: _____ District: Chambers County Improvement District No. 2 (proposed)

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

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

No new area is requested. Chambers County Improvement District No. 2 will be proposing service in the area to be decertified on the southern end.

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

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

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

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

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

☐ Yes* ☒ No *Attach copies of TCEQ approval letters

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: _____

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

No new service area is requested. This is a decertification request. There are adequate facilities to serve current customers in the area to be retained.

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

n/a

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

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

n/a

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

☐ Yes*

☐ No

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

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

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

(A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;

(B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and

(C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.

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

There is no existing service in the areas to be decertified. Service to existing customers will not be affected.

Part C: CCN Obtain or Amend Criteria Considerations

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

There is no existing service in the areas to be decertified. Service to existing customers will not be affected.

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

SouthWest, the parent company of Monarch, has the necessary financial, managerial, and technical resources to continue providing quality services to customers in the area to be retained. SouthWest, through its subsidiaries, has been successfully operating in Texas for over 50 years. Besides Monarch Utilities I LP (Class A), SouthWest's subsidiaries in Texas also include SWWC Utilities, Inc. (also a Class A) and Midway Water Utilities, Inc. (Class B). In addition to licensed operators, SouthWest's management and operations staff includes engineers, environmental health and safety managers, financial managers, and experienced customer service agents.

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

☒ Yes* ☐ No

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

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

There is no existing service in the areas to be decertified. Service to existing customers will not be affected.

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

n/a

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

Gulf Coast Waste Disposal Authority, City of Baytown, Aqua Texas, Inc., Chambers County MUD 1, Chambers County Improvement District 3, Trinity River Authority, Chambers County

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

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

| TCEQ PWS ID: | Name of PWS: | Date of TCEQ inspection*: | Subdivisions served: |
|--------------|--------------|---------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

*Attach evidence of compliance with TCEQ for each PWS

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

| TCEQ Discharge Permit No: | Date Permit expires: | Date of TCEQ inspection*: | Subdivisions served: |
|---------------------------|----------------------|---------------------------|-------------------------------------|
| WQ- 0012478-001 | 11/13/2023 | 9/13/2019 | Tower Terrace, Houston Raceway Park |
| WQ- | | | |
| WQ- | | | |
| WQ- | | | |

*Attach evidence of compliance with TCEQ for each Discharge Permit

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

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

| Water | | | | Sewer | |
|--------------------------|--------------|--|-------|--------------------------|-------------|
| | Non-metered | | 2" | 209 | Residential |
| | 5/8" or 3/4" | | 3" | 2 | Commercial |
| | 1" | | 4" | | Industrial |
| | 1 1/2" | | Other | | Other |
| Total Water Connections: | | | | Total Sewer Connections: | 211 |

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

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

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

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

Capacity is purchased from:

Water: _____

Sewer: _____

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

☐ Yes ☐ No

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

| | Amount in Gallons | Percent of demand |
|--------|-------------------|-------------------|
| Water: | | 0% |
| Sewer: | | 0% |

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

☒ Yes ☐ No

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

| Name (as it appears on license) | Class | License No. | Water/Sewer |
|---------------------------------|-------|-------------|-------------|
| Joel Massie | A | WW0009245 | Wastewater |
| David Reneau | C | WW0061674 | Wastewater |
| Jake R. Simpson | B | WW0057691 | Wastewater |
| Ryan Tolar | C | WW0061017 | Wastewater |

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

☐ Yes ☒ No

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

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

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

Part E: Financial Information

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

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

A. Effective date for most recent rates: 2/13/2019

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

☐ No ☒ Yes

Application or Docket Number: 48329

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

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

30. **Financial Information**

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

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

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

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

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

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

DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

Part F: Mapping & Affidavits

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

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

Part G: Notice Information

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

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

The total acreage of the requested area is approximately: _____

Number of customer connections in the requested area: 0 in areas to be decertified

The closest city or town: Baytown

Approximate mileage to closest city or town center: 6

Direction to closest city or town: southwest

The requested area is generally bounded on the North by: S Farm to Market Road 565

on the East by: Grand Parkway

on the South by: Transport Drive

on the West by: Ameriport Parkway

34. A copy of the proposed map will be available at 12535 Reed Road, Sugar Land, TX 77478

Applicant's Oath

STATE OF Texas

COUNTY OF Fort Bend

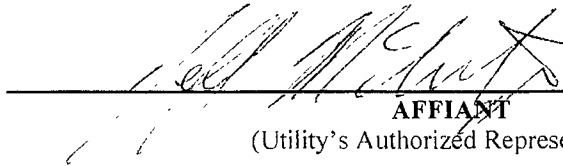
I, Jeffrey L. McIntyre being duly sworn, file this application to
obtain or amend a water or sewer CCN, as President, Monarch Utilities I L.P.

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

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

I further represent that the application form has not been changed, altered, or amended from its original form.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.



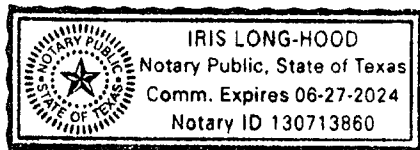
AFFIANT
(Utility's Authorized Representative)

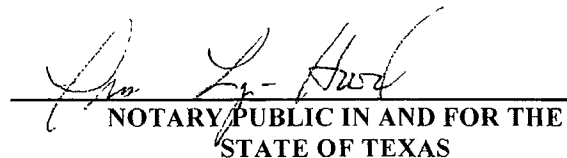
If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

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

this day the 24th of November, 2020

SEAL





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

Iris Long-Hood

PRINT OR TYPE NAME OF NOTARY

My commission expires: 06-27-2024

Part A, Question 4

Partnership Agreement

**AGREEMENT OF LIMITED PARTNERSHIP
OF
TECON WATER COMPANY, L.P.**

This **AGREEMENT OF LIMITED PARTNERSHIP** of TECON WATER COMPANY, L.P., a Texas limited partnership, is made as of this the 10th day of December, 2001, between Texas Water Services Group, LLC, a Texas limited liability company (referred to hereinafter as "TWSG" or the "General Partner"), and Tecon Water Companies, Inc., a Texas corporation (referred to hereinafter as "Tecon" or the "Limited Partner").

WHEREAS, TWSG and Tecon desire to form a limited partnership for the purpose of engaging in the water and sewer utility business in the State of Texas and for such other lawful purposes as such parties may determine;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereto hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings indicated, unless the context otherwise requires. Defined terms in this Agreement include both the singular and plural of such terms.

"Act" shall mean the Texas Revised Limited Partnership Act, as amended.

"Agreement" shall mean this Agreement of Limited Partnership as it may be amended or supplemented from time to time.

"Bankruptcy" shall mean, with respect to a Partner, the commencement of any bankruptcy or insolvency case or proceeding against such Partner which shall continue and remain unstayed and in effect for a period of sixty (60) consecutive days, or the filing by such Partner of a petition, answer or consent seeking relief under any applicable Federal or state bankruptcy, insolvency or similar law.

"Capital Account" shall mean, for each Partner, a separate account that is.

(a) increased by (i) the amount of such Partner's Capital Contribution and (ii) allocations of profit to such Partner; and

(b) decreased by (ii) the amounts distributed to such Partner by the Partnership, and (iii) allocations of Loss to such Partner.

"Capital Contribution" shall mean, for any Partner, the sum of the net amount of cash and the fair market value of any other property contributed by such Partner to the capital of the Partnership.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Dissolution" of a Partner which is not a natural person shall mean that such Partner has terminated its existence (whether as a partnership, corporation or other legal entity) and dissolved; provided, however, that a change in the membership of a Partner that is a partnership shall not constitute a "Dissolution" of such Partner, so long as the business of the Partner is continued in partnership form, regardless of whether such Partner is deemed technically dissolved for partnership or tax law purposes.

"Event of Default" shall mean any failure by the General Partner to fulfill its obligations under this Agreement or any violation by the General Partner of the express terms of this Agreement, if such failure or violation is not curable or, if curable, is not cured within seven (7) days' written notice of default signed by Limited Partners then holding at least 40% interest in the Partnership

"General Partner" shall mean TWSG and its successors and assigns.

"Limited Partner" shall mean Tecon and any other Person admitted to the Partnership as a Limited Partner

"Partners" shall mean the General Partner and the Limited Partner and their successors

"Partnership" shall mean Tecon Water Company, L.P., a Texas limited partnership.

"Partnership Interest" shall mean the partnership interest of the Partners in the Partnership.

"Percentage Interest" in respect to each of the Partners shall mean the following:

| | <u>Percentage Interest</u> |
|-----------------|--------------------------------|
| General Partner | 0.1% |
| Limited Partner | 99.9% |

"Person" shall mean any individual, corporation, association, partnership, joint venture, trust, estate or other entity or organization.

"Transfer" shall mean any sale, exchange, transfer, gift, encumbrance, assignment, pledge, mortgage, hypothecation or other disposition, whether voluntary or involuntary

ARTICLE 2 ORGANIZATION

2.1 Formation of Limited Partnership. The Partners hereby associate themselves in the formation of the Partnership as a limited partnership pursuant to and in accordance with the provisions of the Act. Except as expressly provided herein to the contrary, the rights and

obligations of the Partners and the administration and termination of the Partnership shall be governed by the Act. The partnership interest of any Partner shall be personal property for all purposes

2.2 Name. The name of the Partnership shall be, and the business name of the Partnership shall be conducted under, the name of "Tecon Water Company, L.P." or under such other name as the General Partner may from time to time determine. The General Partner shall provide the Limited Partners with written notice of any change in the Partnership's name within 30 days after such change.

2.3 Character of Business. The purpose of the Partnership shall be to engage in any lawful business activities in which limited partnerships formed in the State of Texas may participate. Without limiting the generality of the foregoing, it is the present intention of the Partners that the primary activities of the Partnership shall be the acquisition, ownership and operation of water and sewer utility systems and facilities and, in connection therewith, (i) owning, operating, dealing in and with, and selling all types of property, both real and personal, tangible and intangible; and (ii) doing all things necessary, advisable or expedient in connection with, or incidental to, the foregoing.

2.4 Principal Place of Business. The address of the Partnership's principal place of business at which records shall be kept shall be 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206. The Partnership may from time to time have such other place or places of business within or without the State of Texas as may be determined by the General Partner.

2.5 Fiscal Year. The fiscal year of the Partnership shall end on the last day of each calendar year. The Partnership shall have the same fiscal year for income tax purposes and for accounting purposes.

2.6 Names and Addresses of Partners. The names and addresses of the Partners are as set forth on Exhibit "A" hereto.

2.7 Term. The Partnership will commence upon the filing of the Certificate of Limited Partnership in accordance with the Act, and shall continue in existence until December 31, 2050, or such later date to which the Partners shall extend the term of the Partnership, unless earlier terminated in accordance with any provision of this Agreement.

2.8 Registered Office. The registered office of the Partnership shall be located at 350 North St. Paul Street, Dallas, Texas 75201. The Registered Agent of the Partnership may from time to time change the registered office of the Partnership by complying with the applicable provisions of the Act.

2.9 Registered Agent. The Registered Agent of the Partnership shall be CT Corporation System at the registered office of the Partnership. Should the Registered Agent resign or become disqualified for service as Registered Agent, then the General Partner shall obtain and designate a new Registered Agent not less than thirty (30) days after such event. The General Partner shall notify the Limited Partners in writing not more than ten (10) days after the effective date of a change in Registered Agent. The General Partner may remove the Registered Agent at any time and appoint as successor Registered Agent any qualified Person designated by the General Partner.

ARTICLE 3
CAPITAL, DISTRIBUTIONS AND ALLOCATIONS

3.1 Contributions.

(a) Initial Capital Contribution. When required by the General Partner, the Partners will make the initial contributions to the Partnership. The agreed net fair market value of the initial contributions and the initial Capital Account balances of the Partners are reflected on Exhibit "A" hereto

(b) Additional Contributions. No Partner shall be required to make additional capital contributions to the Partnership unless the General Partner requests such a capital contribution and Limited Partners holding a majority of the Percentage Interests approve such a contribution. Any such additional capital contributions shall be made by the Limited Partners in proportion to their respective Percentage Interests.

3.2 Distributions and Allocations. All distributions and allocations of items of profit and loss shall be in proportion to the Percentage Interests. Tax allocations shall be made in accordance with the Code and the regulations issued thereunder. Capital Accounts shall be maintained in accordance with Section 704(b) of the Code.

3.3 Interest. No interest shall be paid by the Partnership on contributions to the capital of the Partnership.

3.4 Withdrawal and Return of Capital. A Partner shall not be entitled to withdraw any part of its contribution or to receive any distribution from the Partnership, except as approved by the General Partner or as otherwise provided in this Agreement.

3.5 Loans from Partners. Loans by a Partner to the Partnership shall not be considered contributions to the capital of the Partnership.

ARTICLE 4
CONDUCT OF ACTIVITIES

4.1 Powers of General Partner

(a) The General Partner shall conduct, direct and exercise full control over all activities of the Partnership. Except as otherwise expressly provided in this Agreement or as required under the Act, all management powers over the business and affairs of the Partnership shall be vested exclusively in the General Partner and no Limited Partner (except the General Partner in the event that it is also a Limited Partner) shall have any right to control or exercise management power over the business and affairs of the Partnership. Without limiting the generality of the foregoing, the General Partner shall have the power to manage, operate, sell, convey, assign, mortgage, pledge, hypothecate and otherwise dispose of any Partnership property and assets of any kind. The General Partner may delegate specific management powers to its officers, but no such delegation shall limit or release the General Partner from its responsibility and obligation to manage the Partnership.

(b) Prohibitions and Limitations.

- (i) The General Partner shall not do any act in contravention of this Agreement
- (ii) The General Partner shall not do any act that would make it impossible to carry on the business of the Partnership
- (iii) The General Partner shall not possess Partnership property or assign rights in Partnership property for other than Partnership purposes.
- (iv) The General Partner shall not admit a person as a General Partner or Limited Partner, except as expressly permitted in this Agreement
- (v) No act or power of the General Partner authorized by this Agreement or otherwise authorized by law shall in any manner increase or extend the liability of any Limited Partner as described in this Agreement.

(c) Certificate of Limited Partnership. Promptly after the execution of this Agreement, the General Partner shall cause to be filed the Certificate of Limited Partnership as required by the Act and such other certificates or documents as may be required in Texas or any other state. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and shall do all things necessary to the maintenance of the Partnership as a Limited Partnership under the laws of Texas or any other state. The Certificate of Limited Partnership shall include such provisions of this Agreement and other items as are required by law or as are considered desirable by the General Partner. If the Certificate of Limited Partnership contains items not required by law, the General Partner shall be authorized to file an amended Certificate of Limited Partnership deleting such items.

(d) Tax Matters Partner. The General Partner is hereby designated the "tax matters partner" of the Partnership within the meaning of the Code. Except as specifically provided in the Code and the regulations issued thereunder, the General Partner in its sole discretion shall have exclusive authority to act for or on behalf of the Partnership with regard to tax matters, including, without limitation, the authority to make (or decline to make) any available tax elections. The tax returns of the Partnership shall be filed on such basis (cash, accrual or otherwise) as the General Partner determines to be necessary and in accordance with the requirements of the Code. The General Partner shall cause the Partnership's tax returns to be prepared and Schedule K-1 or any successor form to be prepared and delivered in a timely manner to the Limited Partners.

(e) Records. The General Partner shall cause the Partnership to maintain or cause to be maintained true and proper books, records, reports, and accounts in which shall be entered all transactions of the Partnership. Such books, records, reports and accounts shall be located at the principal place of business of the Partnership and shall be available to any Partner for inspection and copying during reasonable business hours

(f) Interests in Other Entities. The General Partner shall be authorized to cause the Partnership to acquire an interest in one or more corporations and/or in one or more other entities as the General Partner determines necessary or appropriate to carry out the business of the Partnership.

4.2 Limitation of Liability; Powers of Limited Partners. No Limited Partner shall have any liability whatsoever for any debt, obligation or liability of the Partnership. The Limited Partners may, at the request of any Limited Partner, meet with the General Partner and may, at any such meeting, discuss with the General Partner the business of the Partnership. The General Partner will, however, retain exclusive authority and responsibility for the management and control of the business of the Partnership, and the Limited Partners shall not take part in the control of the partnership business or have any authority or power to act for or bind the Partnership.

4.3 Title to Partnership Assets. All assets of the Partnership shall be deemed to be owned by the Partnership, as an entity, and no Partner, individually or collectively, shall have any ownership interest in the assets of the Partnership or any portion thereof. The Partnership shall hold all material assets of the Partnership in its own name or in the name of one or more nominees (which may include the General Partner or its affiliates) for the Partnership.

4.4 No Compensation. Except as provided in Section 4.5, no Partner shall be compensated for its services provided as a Partner to the Partnership.

4.5 Reimbursement of Expenses. Notwithstanding Section 4.5, the General Partner and its affiliates shall be entitled to reimbursement, together with reasonable interest thereon, for all expenses that they reasonably incur for Partnership purposes, including but not limited to the costs of personnel, equipment, and materials used in Partnership operations and the portion of the administrative and overhead expenses (such as rent and office maintenance thereof, payroll and payroll taxes, franchise taxes, insurance, employee benefits, travel and entertainment and similar expenses) of the General Partner and its affiliates at their principal place of business that is properly allocable to the Partnership.

4.6 Consent in Lieu of Meeting. Any action which may be taken by the Partners at a meeting may be effected through the execution of written consents by the requisite percentage in interest of the Partners.

ARTICLE 5 TRANSFER OF INTERESTS

5.1 General. No Partner may Transfer its interest in the Partnership, in whole or in part, except in accordance with the terms and conditions set forth in this Agreement. Any Transfer or purported Transfer of an interest in the Partnership not made in accordance with this Agreement shall be null and void. Solely for purposes of this Section 5.1, an interest in the Partnership shall be deemed to include, without limitation, any Derivative Partnership Interest held, issued or created by a Partner, an assignee of a Partner or other Person. For purposes of this Section 5.1, "Derivative Partnership Interest" shall mean any actual, notional or constructive interest in, or right in respect of, the Partnership (other than a Partner's total interest in the capital, profits and management of the Partnership) that, under United States Department of the Treasury Regulation Section 1.7704-1(a)(2), is treated as an interest in the Partnership for

purposes of Section 7704 of the Code. Pursuant to the foregoing, "Derivative Partnership Interest" shall include, without limitation, any financial instrument that is treated as debt for Federal income tax purposes and (i) is convertible into or exchangeable for an interest in the capital or profits of the Partnership or (ii) provides for one or more payments of equivalent value.

5.2 Transfer of Interest of General Partner. The General Partner may not Transfer all or any portion of its Partnership Interest as the General Partner unless a majority in interest of the Limited Partners consent (i) to such Transfer, which consent may be given or withheld in the sole discretion of the Limited Partners, and (ii) to the admission of the transferee as a General Partner of the Partnership.

5.3 Transfer of Interest of Limited Partners. A Limited Partner may not Transfer all or any portion of its Partnership Interest without the prior written consent of the General Partner and all Limited Partners. In the case of any Transfer approved by the General Partner and all Limited Partners, the transferee or pledgee shall (i) agree to comply with and be bound by this Agreement and to execute any document that the General Partner may reasonably require to be executed in connection with the assignment to him, and (ii) appoint the General Partner his attorney-in-fact pursuant to the power of attorney set forth in Article 7.

5.4 Removal of General Partner. Upon the occurrence of an Event of Default, a majority in interest of the Limited Partners may require the removal of the General Partner, in accordance with the following provisions:

(a) A notice of removal signed by a majority in interest of the Limited Partners shall be delivered to the General Partner. Upon receipt of the notice, the General Partner shall offer to sell its Partnership Interest to the Limited Partners, each of whom then shall have seven (7) days in which to notify the General Partner whether he elects to purchase a pro rata portion of the General Partner's Partnership Interest.

(b) The General Partner shall sell its Partnership Interest (i) in equal undivided portions to those Limited Partners electing pursuant to paragraph (a) above to purchase same, or (ii) in the absence of any Limited Partners so electing, to a third party approved by a majority in interest of the Limited Partners; provided, however, if no such third party can be located and none of the Limited Partners elects to purchase the General Partner's Partnership Interest, the General Partner may not be removed and its Partnership Interest may not be sold pursuant to this paragraph. The sale described in this paragraph shall occur within sixty (60) days after the date the notice described in paragraph (a) above is delivered to the General Partner.

(c) Any sale of the General Partner's Partnership Interest pursuant to paragraph (b) above shall be made at the fair market value of such Partnership Interest. The fair market value shall be mutually agreed upon by the General Partner and the purchaser. If such an agreement cannot be reached, the fair market value of the Partnership Interest shall be determined by a reputable, independent appraiser experienced in such matters jointly selected by the General Partner and the purchaser. If the General Partner and the purchaser are unable to agree on such an appraiser, the General Partner shall select an appraiser, the purchaser shall select an appraiser and the two appraisers shall select a third appraiser, which third appraiser shall determine the value of the Partnership Interest. The Partnership shall pay the costs of all such appraisers.

ARTICLE 6
DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

6.1 Dissolving Events. The Partnership shall be dissolved upon the occurrence of any of the following events:

- (a) expiration of the Partnership term;
- (b) issuance of an order by a court of competent jurisdiction requiring the Dissolution of the Partnership;
- (c) permanent cessation of the Partnership's business;
- (d) consent to dissolve the Partnership by all Partners;
- (e) the withdrawal, retirement, Bankruptcy, Dissolution, death or incapacity of the General Partner; or
- (f) any other event which results in Dissolution of the Partnership under the Act

6.2 Winding Up of the Partnership.

- (a) Upon Dissolution of the Partnership, the General Partner shall promptly wind up the affairs of the Partnership.
- (b) Distributions to the Partners in liquidation may be made in cash or in kind, or partly in cash and partly in kind, as determined by the General Partner.
- (c) The profits and losses of the Partnership during the period of Dissolution and liquidation shall be allocated among the Partners in accordance with the provisions of Article 3
- (d) The assets of the Partnership (including, without limitation, proceeds from the sale or other disposition of any assets during the period of Dissolution and liquidation) shall be applied as follows:
 - (i) first, to repay any indebtedness of the Partnership, whether to third parties or the Partners, in the order of priority required by law;
 - (ii) next, to any reserves which the General Partner reasonably deems necessary for contingent or unforeseen liabilities or obligations of the Partnership (which reserves when they become unnecessary shall be distributed in the remaining priorities set forth in this Section 6 2(d)); and
 - (iii) next, to the Partners in proportion to their respective positive Capital Account balances.

ARTICLE 7
POWER OF ATTORNEY

7.1 Grant of Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner (and any successor General Partner) and the authorized officers and attorneys-in-fact of the General Partner (and any successor General Partner), voting together or individually, with full power of substitution as its true and lawful attorney-in-fact and agent, with full power and authority in his name, place and stead to:

(a) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (i) the Certificate of Limited Partnership and all amendments thereto and other instruments that the General Partner deems necessary or appropriate to effect a change or modification of the Certificate of Limited Partnership, (ii) all certificates, conveyances, and other instruments that the General Partner deems necessary or appropriate to effect the acquisition, disposition, pledge, mortgage, hypothecation, encumbrance or exchange of any assets of the Partnership or the Dissolution and termination of the Partnership, (iii) all instruments and consents relating to the admission of additional Limited Partners or the General Partner, (iv) agreements with the Internal Revenue Service to keep open the statute of limitations with respect to any Partnership items under examination with the Internal Revenue Service, and (v) any other instrument that is now or may hereafter be required by law to be filed or recorded on behalf of the Partnership; and

(b) perform all acts and exercise all powers granted to the General Partner under this Agreement.

7.2 Nature of Power of Attorney. The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the death, incompetency or termination of existence of such Limited Partner and shall extend to such Limited Partner's heirs, successors and assigns. Each Limited Partner hereby agrees to be bound by any representations made by the General Partner, acting in good faith pursuant to such power of attorney, and each Limited Partner hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instruments executed by the attorney-in-fact and agent herein appointed is regular and binding without further inquiry.

7.3 Other Instruments. Each Limited Partner shall execute and deliver to the General Partner within five (5) days after receipt of the General Partner's request therefor such further designations, powers of attorney and other instruments as the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

ARTICLE 8
MISCELLANEOUS

8.1 Waiver of Partition. Each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

8.2 Entire Agreement. This Agreement constitutes the entire agreement among the Partners with respect to the subject matter hereof and supersedes any prior agreement or understanding among them with respect to such subject matter.

8.3 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby

8.4 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (a) in the case of notices or communications required or permitted to be given to a Limited Partner, if personally delivered or if mailed by United States certified or registered mail, postage prepaid and addressed to the Limited Partner's address for notices as it appears on the records of the Partnership, and (b) in the case of notices or communications required or permitted to be given to the General Partner, if personally delivered or if mailed by United States certified or registered mail, return receipt requested, postage prepaid and addressed to the General Partner at its principal place of business. A Limited Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the General Partner, and the General Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the Limited Partners. Any notice or other communication shall be deemed to have been given as of the date on which it is deposited in the United States mail or transmitted, in each case in compliance with the terms of this section.

8.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

8.6 Successors and Assigns. Except as otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Partners and their successors and assigns.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

8.8 Headings. The section headings in this Agreement are for convenience of a reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof

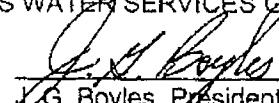
8.9 Amendment of Partnership Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement signed by all of the Partners.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date first above written.

General Partner:

TEXAS WATER SERVICES GROUP, LLC

By:


J. G. Boyles, President

Limited Partner:

TECON WATER COMPANIES, INC

By: John H. McClellan
John H. McClellan, Vice President

EXHIBIT "A"

| <u>Partner and Address</u> | <u>Contribution</u> | <u>Net Capital Account Balance</u> |
|---|---------------------|--|
| Texas Water Services Group, LLC 6116 North Central Expressway, Suite 1300 Dallas, Texas 75206 | \$10 cash | \$10.00 |
| Tecon Water Companies, Inc. 6116 North Central Expressway, Suite 1300 Dallas, Texas 75206 | \$9,990 cash | \$9,990.00 |

Part A, Question 4

Certificate of Account Status



Franchise Tax Account Status

As of : 10/15/2020 12:57:45

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

MONARCH UTILITIES I L.P.

Texas Taxpayer Number 10303732514

Mailing Address 12535 REED RD C/O TAX DEPT (FSC)
SUGAR LAND, TX 77478-2837

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 12/10/2001

Texas SOS File Number 0800034797

Registered Agent Name CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCO

Registered Office Street Address 211 E. 7TH STREET SUITE 620 AUSTIN, TX
78701

Part B, Question 8

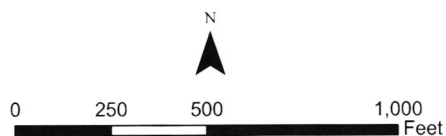
Existing Infrastructure Map

MONARCH UTILITIES I L.P.
TOWER TERRACE TCEQ Permit No. 0012478-001
CHAMBERS COUNTY, TEXAS



Legend

- Sanitary Sewer Manholes
- Sewer Clean Outs
- Sewer Force Mains
- Sewer Gravity Mains



Part B, Question 9

Customer Request for Decertification in Requested Area

April 27, 2020

Jeffrey L. McIntyre
President, Texas Utilities
SouthWest Water Company
Monarch Utilities 1, LP
12535 Reed Road
Sugar Land, TX 77478

RE: Monarch Utilities 1, LP
CCN No. 20899

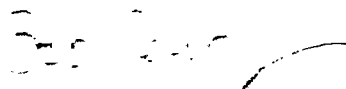
Dear Mr. McIntyre:

I represent Chambers County Improvement District No. 2 (the District) with regard to water and sewer matters. We have been working with Monarch Utilities 1, LP ("Monarch") representatives regarding sewer utility issues related to the District and Monarch's sewer Certificate of Convenience and Necessity ("CCN") No. 20899 in Chambers County, Texas.

As a result of discussions with Monarch representatives, we have reached an agreement for decertification of small portions of CCN No. 20899 which overlap the District's jurisdictional boundaries. Monarch's representatives, in turn, have asked that the District formally request this decertification in writing to facilitate the removal process. Please consider this letter as the District's formal request to do so.

The District's consultants are preparing some agreed maps to make necessary changes to CCN No. 20899 to accomplish these actions. Final mapping should be forthcoming for Monarch's review and approval. We anticipate the filing of a CCN Amendment application at the Public Utility Commission ("PUC") in the near term to obtain all necessary regulatory approvals to achieve these results. Please feel free to contact me if any questions or if we may assist your representatives in any way to successfully amend the relevant CCN boundaries.

Respectfully,



Robert Renbarger

CC: (by electronic copy) Georgia Crump, George Freitag, Gina Free



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(512) 476-2020 Fax: (512) 477-5267 www.FBHG.law

Part C, Question 16

Enforcement Action Correspondence

Monarch Utilities I L.P. Enforcement
Order Compliance Status

| System | Docket No. | Water/Wastewater | Violation | Date AO Signed by TCEQ | Original TCEQ Compliance Date | Extension Request Compliance Date | SWWC Compliance Achieved |
|-------------------------|-----------------|------------------|-------------------------------------|-------------------------|-------------------------------|-----------------------------------|---|
| Windermere | Unassigned | Wastewater | Effluent Violations / Fish Kill | Awaiting TCEQ Signature | TBD | NA | WWTP in compliance |
| Oak Trail Shores | 2019-1209-PWS-E | Water | Distribution Pressure | 3/4/2020 | 3/4/2021 | NA | 1/5/2020 |
| Oak Trail Shores | 2020-0221-PWS-E | Water | TTHMs | Awaiting TCEQ Signature | TBD | NA | Qtly sampling in compliance with MCL |
| Lakeway Harbor | 2020-0246-PWS-E | Water | TTHMs/HAA5s | Awaiting TCEQ Signature | TBD | NA | Qtly sampling in compliance with MCL |
| Pinwah Pines | 2019-1141-PWS-E | Water | HAA5s | 3/4/2020 | 6/4/2020 | NA | 3/12/2020 |
| Indian Hills Harbor | 2019-0429-PWS-E | Water | Plan Review & Booster Pump Capacity | Awaiting TCEQ Signature | TBD | NA | Currently out of compliance - Exception Request Filed w/ TCEQ |
| HVOF & OTSH Combined AO | 2018-0506-MLM-E | Wastewater | Effluent Violations | 5/8/2019 | 9/15/2019 | 12/20/2019 | 10/22/2019 |

Part D, Question 20

TCEQ Compliance Correspondence

Jon Niemann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 14, 2019

Mr. Joel Massie
Area Manager
SouthWest Water Company
29801 Wichita Falls Street
Magnolia, Texas 77354-2928

Re: General Compliance for Comprehensive Compliance Investigation at
Tower Terrace Wastewater Treatment Plant located at 17207 Carlswood Street, Baytown
(Chambers County), Texas 77520,
Regulated Entity No.: 103014569, TCEQ ID No.: WQ0012478001, EPA ID No.: TX0102091
Investigation No.: 1596891

Dear Mr. Massie:

On September 25, 2019, Mr. Isaiah Longoria, Environmental Investigator of the Texas Commission on Environmental Quality (TCEQ) Houston Region 12 Office, conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for wastewater treatment. No violations are being alleged as a result of the investigation. However, please see the Additional Issue noted in the Summary of Investigation Findings enclosed with this letter.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Isaiah Longoria in the Houston Region Office at 713-767-3698.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kim Rhodes".

Kimberly Rhodes
Team Leader
Water Quality
Houston Region Office

KR/IL/tj

Enclosure: Summary of Investigation Findings

TCEQ Region 12 • 5425 Polk St., Ste. H • Houston, Texas 77023-1452 • 713-767-3500 • Fax 713-767-3520

Austin Headquarters: 512-239-1000 • tceq.texas.gov • How is our customer service? tceq.texas.gov/customer survey

printed on recycled paper

Summary of Investigation Findings

| | |
|--|--|
| TOWER TERRACE PLANT | Investigation # 1596891 |
| , CHAMBERS COUNTY, | Investigation Date: 09/17/2019 |
| Additional ID(s): WQ0012478001 TX0102091 | |

No Violations Associated to this Investigation

ADDITIONAL ISSUES

Description

Was the permittee compliant with the self-monitored effluent limits?

Additional Comments

Two self-reported effluent violations have been reported to the TCEQ in the 12 months preceding the date of this investigation. The first during the monitoring period of September 2018 for exceeding the single grab limit of 65 milligrams per liter (mg/L) for Biochemical Oxygen Demand (BOD) with a value of 109 mg/L. The second during the monitoring period of October 2019 for exceeding the single grab limit of 65 mg/L for BOD with a value of 65.7 mg/L. Self-reported effluent violations may be subject to enforcement, including penalties, upon review by the Enforcement Division. Steps should be taken to ensure compliance with the permitted effluent limitations.

Texas Commission on Environmental Quality Investigation Report

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oce@tceq.texas.gov

Customer: Monarch Utilities I L.P.
Customer Number: CN602740706

Regulated Entity Name: TOWER TERRACE PLANT

Regulated Entity Number: RN103014569

Investigation # 1596891

Investigator: ISALAH LONGORIA

Conducted: 09/25/2019 -- 09/25/2019

Program(s): WASTEWATER

Investigation Type: Compliance Investigation

Incident Numbers

Site Classification DOMESTIC MINOR

SIC Code: 4952

NAIC Code: 221320

Location: LOCATED 100 FEET SOUTH OF STATE HIGHWAY 565 AND TWO MILES EAST OF THE INTERSECTION OF STATE HIGHWAY 565 AND FARM TO MARKET ROAD 1405 IN CHAMBERS COUNTY, TEXAS
BAYTOWN, TX 77522

Additional ID(s): WQ0012478001
TX0102091

Address: ,
, ,

Local Unit: REGION 12 - HOUSTON

Activity Type(s): WWCCIMDMIN - WW CCI Mandatory
Minor

Principal(s):

Role

RESPONDENT

Name

MONARCH UTILITIES I LP

Contact(s):

Role

REGULATED
ENTITY MAIL
CONTACT

Title

AREA MANAGER

Name

MR JOEL MASSIE

Phone

Work (832) 384-0330

REGULATED
ENTITY
CONTACT

COMPLIANCE
MANAGER

MR CHARLIE LUSE

Work (409) 429-0056

NOTIFIED

COMPLIANCE
MANAGER

MR CHARLIE LUSE

Work (409) 429-0056

PARTICIPATED
IN

COMPLIANCE
MANAGER

MR CHARLIE LUSE

Work (409) 429-0056

PARTICIPATED
IN

OPERATOR

MR DALTON MCNIEL

Work (936) 522-6378

TOWER TERRACE PLANT - BAYTOWN

9/17/2019 Inv. # - 1596891

Page 2 of 5

Other Staff Member(s):

| Role | Name |
|-------------|-----------------|
| Supervisor | KIMBERLY RHODES |
| QA Reviewer | AMANDA TURNER |

Associated Check List

| <u>Checklist Name</u> | <u>Unit Name</u> |
|---|-------------------------|
| WQ DOMESTIC CCI - INTERIM - REVISED 7/2016 | Dom CCI - 1596891 |
| WQ GENERAL CCI - REVISED 7/2016 | Gen CCI - 1596891 |
| WQ IN-HOUSE LABORATORY COMPLIANCE INVESTIGATION | Lab Check - 1596891 |

Investigation Comments:

INTRODUCTION:

The Tower Terrace Wastewater Treatment Plant (WWTP) (Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0012478001), located at 17207 Carlswood Street, Baytown (Chambers County), Texas 77520 (see Attachment 1 for an aerial view of the facility), was investigated by Mr. Isaiah Longoria, Environmental Investigator with the Texas Commission on Environmental Quality (TCEQ) Houston Region 12 Office, on September 25, 2019 to determine compliance with applicable wastewater treatment regulations. This investigation is considered a Wastewater Comprehensive Compliance Investigation - Mandatory Minor (WWCCIMDMIN). Notification prior to the investigation was given by Mr. Longoria via phone call on September 18, 2019 to Mr. Charlie Luse, Environmental Compliance Coordinator with Southwest Water Company (SWWC). During the investigation, the investigator was accompanied by Mr. Luse; Mr. Joel Massie, Area Manager with SWWC; and Mr. Dalton McNeil, Operator with SWWC.

A verbal exit interview, explaining the results of the investigation, was conducted at the conclusion of the on-site investigation with Mr. Luse, Mr. Massie, and Mr. McNeil. No alleged violations were noted as a result of the investigation, therefore a copy of the TCEQ Exit Interview Form was not sent to the regulated entity. Based on the findings of this investigation, a General Compliance letter was issued to the regulated entity to acknowledge compliance.

BACKGROUND:

A TCEQ Consolidated Compliance and Enforcement Data System (CCEDS) search and database review was conducted pursuant to this investigation.

The most recent on-site compliance investigation was conducted on June 26, 2014 (CCEDS Investigation Number 1186380). An alleged violation was noted and resolved as an Area of Concern for not having an operable back-up blower for the aeration basin.

No sanitary sewer overflows (SSO) have been reported to the TCEQ in the 18 months preceding the date of this investigation.

Two self-reported effluent violations have been reported to the TCEQ in the 12 months preceding the date of this investigation. The first during the monitoring period of September 2018 for exceeding the single grab limit of 65 milligrams per liter (mg/L) for Biochemical Oxygen Demand (BOD) with a value of 109 mg/L. The second during the monitoring period of October 2019 for exceeding the single grab limit of 65 mg/L for BOD with a value of 65.7 mg/L. See Attachment 2 for the self-reported effluent violation data. This issue is addressed in the Summary of Investigation Findings.

No complaints have been received by the TCEQ Houston Region Office against this facility in the five years preceding the date of this investigation.

As of the date of this investigation, there are no active enforcement cases against this facility.

TOWER TERRACE PLANT - BAYTOWN

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GENERAL FACILITY AND PROCESS INFORMATION:

The Tower Terrace WWTP is permitted to discharge a daily average flow of effluent not to exceed 0.125 million gallons per day (MGD), with a 2-hour peak flow not to exceed 260 gallons per minute (gpm). The major treatment units consist of a manual bar screen, a 4,800 cubic foot aeration basin (Photograph 1 of Attachment 3), a 3,801.3 cubic foot secondary clarifier (Photograph 2-3 of Attachment 3), a 960 cubic foot chlorine contact basin, and a 4,200 cubic foot aerobic digester (Photograph 4 of Attachment 3). See Attachment 4 for a flow schematic.

The collection system has no off-site lift stations and approximately 225 sewer connections.

The facility has had no significant plant modifications and/or collection system upgrades since the last compliance investigation.

Operator Status:

The chief operator for this facility is Mr. Dalton McNeil. Mr. McNeil holds a Level C Wastewater Treatment Operator License (License No. WW0062082) which is appropriate for this Category C classified facility.

Disinfection and Process Control:

During the investigation, process control tests were performed by the operator in the aeration basin, clarifier, and chlorine contact basin. The thirty minute settleable solids concentration (SV30) in the aeration basin was approximately 50%. The sludge blanket in the clarifier was approximately 1.5 feet in a 10-foot water depth. The chlorine contact basin had no settled sludge in a 10-foot water depth.

Flow Measuring Device:

The primary and secondary effluent flow measuring devices at the final discharge point include a 90-degree V-notch weir with a staff gauge and a Sitrans LUT 440 ultrasonic flow meter with a Honeywell flow totalizer. Flow measuring device calibration checks are required at least annually to ensure accuracy of the devices. Calibration checks were performed on the flow meters on September 16, 2019 by Prescott Control Solutions (see Attachment 5 for a copy of the flow meter calibration certificate). A flow measurement accuracy check was not conducted by the investigator during the investigation due to no recordable flow (see Photograph 5 of Attachment 3 for a picture of the flow meter).

Backflow Prevention Device:

Potable water is utilized within the facility; therefore, a backflow prevention device is required and must be tested at least annually. The facility provided documentation that the backflow device at this facility was last tested and certified on June 25, 2019 (see Attachment 6 for a copy of the backflow prevention device certificate).

Facility Sampling/Testing/Lab:

Effluent samples are collected and analyzed by North Water District Laboratory Services, Inc. (TCEQ Certificate No. T104704238-19-28) for: Biochemical Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Escherichia coli (E. coli). The operator performs the pH, Dissolved Oxygen (DO), and Total Chlorine Residual analyses. The contract laboratory used by the permittee was accredited by the National Environmental Laboratory Accreditation Program (NELAP) to perform analytical methods for the permitted parameters.

Investigator Sampling:

Samples were not taken during the investigation by the investigator due to insufficient flow.

Receiving Stream:

The facility discharges to an unnamed tributary; thence to a stormwater detention pond; thence to Saw Pit Gully; thence to Cedar Bayou in Segment No. 0901 of the Trinity-San Jacinto Coastal Basin. The receiving stream appeared to be naturally turbid with no visible sign of sewage related debris, sludge, or foam. Vegetation lined the banks of the stream and no aquatic life was noted. See Photograph 6 of Attachment 3 for a picture of the receiving stream at the time of the investigation.

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Sludge Handling/Transporter:

Waste Activated Sludge (WAS) from the digester is pumped and hauled by Magnaflow (Hauler Registration No. 21484) to the Mount Houston Road Municipal Utility District WWTP (TCEQ Permit No. WQ0011154001) for further processing. The facility reported a total annual sludge production of 5.47 dry metric tons (DMT) during the reporting period from August 1, 2018 through July 31, 2019.

ADDITIONAL INFORMATION:

The facility has a diesel generator on standby for emergencies in the event of power loss to the facility (Photograph 7 of Attachment 3).

CONCLUSION:

Based on the investigation conducted on September 25, 2019 by Mr. Isaiah Longoria, Environmental Investigator with the TCEQ Houston Region 12 Office, no alleged violations were noted. However, an Additional Issue was noted for self-reported effluent violations in the 12 months preceding the date of the investigation.

No Violations Associated to this Investigation

Additional Issues

Description Was the permittee compliant with the self-monitored effluent limits?

Additional Comments

Two self-reported effluent violations have been reported to the TCEQ in the 12 months preceding the date of this investigation. The first during the monitoring period of September 2018 for exceeding the single grab limit of 65 milligrams per liter (mg/L) for Biochemical Oxygen Demand (BOD) with a value of 109 mg/L. The second during the monitoring period of October 2019 for exceeding the single grab limit of 65 mg/L for BOD with a value of 65.7 mg/L. Self-reported effluent violations may be subject to enforcement, including penalties, upon review by the Enforcement Division. Steps should be taken to ensure compliance with the permitted effluent limitations.

Signed

Isaiah Longoria
Environmental Investigator

Date

11/13/19

Signed

Kim Rhodes
Supervisor

Date

11/14/19

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Attachments: (in order of final report submittal)

☐ Enforcement Action Request (EAR)

☒ Letter to Facility (specify type) : GC

☐ Investigation Report

☐ Sample Analysis Results

☐ Manifests

☐ Notice of Registration

☐ Maps, Plans, Sketches

☐ Photographs

☐ Correspondence from the facility

☒ Other (specify) :

See "List of Attachments"

Part E, Question 29

Tariff Rate Schedule



SEWER UTILITY TARIFF
Tariff Control Number: 48329

Monarch Utilities I, L.P.
(Utility Name)

12535 Reed Rd.
(Business Address)

Sugar Land, TX 77478-2837
(City, State, Zip Code)

(866) 654-7992
(Area Code/Telephone)

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

20899

This tariff is effective in the following counties:

Chambers, Grayson, Harris, Henderson, Medina, Montgomery, San Jacinto, Trinity, Wood

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

This tariff is only effective in the portions of the subdivisions or systems in the environs.

This tariff is effective in the following subdivisions or systems:

See Attached List

TABLE OF CONTENTS

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

| | | | |
|--------------|----|--|----|
| SECTION 1.0 | -- | RATE SCHEDULE | 2 |
| SECTION 2.0 | -- | SERVICE RULES AND POLICIES | 7 |
| SECTION 2.20 | -- | SPECIFIC UTILITY SERVICE RULES AND REGULATIONS | 10 |
| SECTION 3.0 | -- | EXTENSION POLICY | 15 |
| SECTION 3.20 | -- | SPECIFIC EXTENSION POLICY | 17 |

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| COUNTY | UTILITY | SYSTEMS |
|-------------|--|--|
| Chambers | Tower Terrace | Houston Raceway Park, Tower Terrace, West Chambers County Estates |
| Grayson | Tanglewood-on Texoma | Eagle Chase, Fairway Hollow, Greenway Bend, Highport, Sunrise Circle, Tanglewood Hills, Tanglewood Resort |
| Harris | Harris County MUD 191 | Villas at Willowbrook Homeowners Association |
| Henderson | Beachwood Estates | Beachwood Estates, Brentwood Estates, Deep Water Estates, Forest Shores, Greenwood Cove, Hidden Harbor, Indian Oaks, Oak Forest Estates, Pebble Beach, Seis Hombres, Three-Way View, Treasure Isle, Waterboard, Key Ranch Estates |
| | Cherokee Shores | Cherokee Shores, Deep Water Bay, Deer Island, Diamond Oaks, Glenn Road, Grandview Terrace, Moon Waters, Nee Toni Jo, Robinson Tract/Country Estates, Spillview Estates II, Taylor Tract, Timber Bay, Waterfront Shores, Wood Canyon Waters |
| | Carolynn Estates | Pinnacle Club |
| Medina | Holiday Villages of Medina Lake | Holiday Villages of Medina |
| Montgomery | Decker Hills | Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing |
| San Jacinto | Blue Water Cove | Blue Water Cove |
| | Holiday Villages of Lake Livingston | Holiday Villages of Livingston, Somerset Shores |
| | | |
| Trinity | Harbor Point | Harbor Point |
| Wood | Lake Fork Estates | Holiday Villages of Fork |

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SECTION 1.0 - RATE SCHEDULE

Section 1.01 - RatesRates Effective October 1, 2016

| METER SIZE | MONTHLY MINIMUM RATE | GALLONAGE CHARGE |
|------------|----------------------|--------------------------|
| 5/8" | \$75.26 | \$2.64 per 1,000 gallons |
| 3/4" | \$112.90 | |
| 1" | \$188.16 | |
| 1½" | \$376.31 | |
| 2" | \$602.11 | |
| 3" | \$1,128.95 | |
| 4" | \$1,881.58 | |
| 6" | \$3,763.18 | |
| 8" | \$6,020.97 | |

Residential sewer service will be billed year round using that service connection's average winter water consumption during December, January and February. Single family residential service connections without a historic average will have an imputed average of 5,000 gallons until they have established an average. A new single family residential customer may request a true-up based on their first actual winter average for the months that an imputed average was applied. Such request must be made within 60 days of the billing date of the customer's first bill with their actual winter average. Multi-family residential service connections without a historic winter average will have an imputed average of 5,000 gallons per residential unit until they have established an average.

Non-residential service connections will be billed on actual monthly water consumption without the use of winter averaging.

Federal Tax Change Credit Rider

| METER SIZE | MONTHLY CREDIT SEPTEMBER 1, 2018 - | ADDITIONAL MONTHLY CREDIT SEPTEMBER 1, 2018 - FEBRUARY 28, 2019 |
|------------|------------------------------------|---|
| 5/8" | (\$2.61) | (\$2.36) |
| 3/4" | (\$3.92) | (\$3.54) |
| 1" | (\$6.53) | (\$5.90) |
| 1½" | (\$13.05) | (\$11.80) |
| 2" | (\$20.88) | (\$18.88) |
| 3" | (\$39.15) | (\$35.40) |
| 4" | (\$65.25) | (\$59.00) |
| 6" | (\$130.50) | (\$118.00) |
| 8" | (\$208.80) | (\$188.80) |

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SECTION 1.0 (Continued)

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, MasterCard X, Visa X, Electronic Fund Transfer X
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS
 MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH
 PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE
 PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

REGULATORY ASSESSMENT..... 1.0%
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 – Miscellaneous Fees

TAP FEE (Gravity sewer, street or easement installation)..... \$700.00

TAP FEE (Large Connection Tap)..... Actual Cost
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

TAP FEE (Pressure sewer, non-rock installation)..... \$1,525.00
 TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR
 STANDARD RESIDENTIAL CONNECTION PLUS UNIQUE COSTS AS PERMITTED BY PUC RULE AT COST.

TAP FEE (Pressure sewer, rock installation)..... \$3,776.00
 TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR
 STANDARD RESIDENTIAL CONNECTION PLUS UNIQUE COSTS AS PERMITTED BY PUC RULE AT COST.

ACCOUNT SET UP FEE..... \$25.00
 FEE TO SET UP ACCOUNT FOR NEW CUSTOMER APPLYING FOR SEWER SERVICE ONLY.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS
 BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non-payment of bill (Maximum \$25.00). \$25.00
- b) Customer's request..... \$50.00
 or other reasons listed under section 2.0 of this tariff.

TRANSFER FEE..... \$45.00
 THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE
 LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE..... 10%
 A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE
 TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE..... \$25.00

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

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

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SECTION 1.02 – MISCELLANEOUS FEES (Continued)

SERVICE RELOCATION FEE.....Actual cost to relocate that service connection
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING SERVICE CONNECTION.

SEASONAL RECONNECTION FEE:

BASE RATE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD.

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 2.12 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.02 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASE IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24.21(F) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

DAMAGE OR SERVICE DIVERSION FEE.....\$100.00

ONE TIME PENALTY FOR TAMPERING WITH OR DAMAGING A SEWER SERVICE CONNECTION, OR ANY APPURTENANCE THERETO, INCLUDING PUMPS OR SERVICE DIVERSION.

FRANCHISE FEE PASS THROUGH CLAUSE:

Charges a municipality makes for use of streets and alleys pursuant to tax code §182.025 or other applicable state law not to exceed 2% or the actual amount charged by the municipality shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = projected franchise fees payable (per 1,000 gallons).

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SECTION 1.02 – MISCELLANEOUS FEES (Continued)

SEWER PASS-THROUGH GALLONAGE CHARGE ADJUSTMENT:

CHANGES IN FEES IMPOSED BY ANY NON-AFFILIATED THIRD PARTY SEWAGE TREATMENT ENTITY SHALL BE CHARGED THROUGH THE SEWER PASS-THROUGH GALLONAGE CHARGE ADJUSTED ANNUALLY ACCORDING TO THE FOLLOWING TRUE-UP FORMULA INTENDED TO BALANCE REVENUE FROM THE CHARGE AGAINST ACTUAL PAYMENTS AND COLLECTIONS FROM THE PRIOR YEAR:

SPC = $(E + (AP - AC)) / (ME \times AU)$ Where:

SPC = Sewer Pass-Through Gallonage Charge per 1,000 gallons, rounded to the nearest cent

E = Projected sum for upcoming 12 months of Purchase Sewer costs

AP = Actual Payments by utility for prior 12 months for Purchase Sewer costs

AC = Actual Collections by utility in prior 12 months from the previously approved sewer pass-through gallonage charge

AP-AC= Difference between actual payments and actual collections from the previously approved sewer pass-through gallonage charge for the prior 12 months

ME = Year End Meter Equivalents

AU = Average Annual Usage per meter equivalent, in 1,000 gallons, from most recent rate case

The SPC must be trued up and adjusted every twelve months.

To implement, all notice requirements must be met. The utility may begin to charge the new filed SPC on the proposed effective date in the notice. Implementation of this SPC adjustment provision shall be governed by TAC § 24.21(h).

With each annual SPC adjustment, the utility must file a true-up report with the Commission that shows the calculation for the next 12-month SPC reflected in the notice. The report shall contain up to five years' worth of data, as available, showing the annual and accumulated difference between SPC amounts collected from customers and amounts actually paid to the entities whose charges are included in the SPC. The report shall also show how the new SPC was calculated according to the adjustment formula above.

FEDERAL TAX CHANGE CREDIT RIDER (FTCCR):

The Federal Tax Change Credit Rider gives effect to the Tax Cuts and Jobs Act of 2017, which changed the federal corporate tax rate from 35% to 21%, by reducing the cost of service paid by customers taking service under this rate tariff. The FTCCR will provide credits to customers taking service under this rate tariff.

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SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

| | | |
|-----------------|---|--|
| | <u>Monthly Flat Rate</u> | |
| Residential | <u>\$10.00</u> | |
| | <u>Monthly Minimum Rate</u> | <u>Gallonge Charge</u> |
| Non-Residential | <u>\$15.00</u> (includes 1,000 gallons) | <u>\$1.50</u> per 1,000 gallons over 1,000 |

Cash X, Check X, Money Order X, MasterCard X, Visa X, Electronic Fund Transfer X
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS
MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH
PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE
PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

REGULATORY ASSESSMENT..... 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND
TO REMIT THE FEE TO THE TCEQ.

Section 1.02 – Miscellaneous Fees

TAP FEE.....Actual Cost plus 200%
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED PLUS 200%,
BUT IN NO EVENT WILL EXCEED THREE TIMES THE ACTUAL COST.

RECONNECTION FEE
THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS
BEEN DISCONNECTED FOR THE FOLLOWING REASONS:
a) Non-payment of bill (Maximum \$25.00). \$25.00
b) Customer's request..... \$50.00
or other reasons listed under section 2.0 of this tariff.

TRANSFER FEE..... \$30.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION
WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE..... 10%
A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE
TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE..... \$25.00

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

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

SECTION 1.0 - RATE SCHEDULE

Section 1.02 – Miscellaneous Fees (Continued)

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 2.12 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.02 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASE IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24.21(F) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

FRANCHISE FEE PASS THROUGH CLAUSE:

Charges a municipality makes for use of streets and alleys pursuant to tax code §182.025 or other applicable state law not to exceed 2% or the actual amount charged by the municipality shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = projected franchise fees payable (per 1,000 gallons).

PURCHASED SEWER PASS THROUGH CLAUSE:

Changes in fees imposed by any non-affiliated third party wholesale sewer service provider shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = change in purchased sewer service gallonage charge (per 1,000 gallons).

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SECTION 2.0--SERVICE RULES AND REGULATIONS

Section 2.01--Public Utility Commission of Texas

The Utility will have the most current Public Utility Commission of Texas (PUC or Commission) Chapter 24 Rules available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.02--Application for and Provision of Sewer Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant before sewer service is provided by the utility. A separate application or contract will be made for each service at each separate location.

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

Where service has previously been provided, the utility will reconnect the service within one working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the connection location to the place of use.

Section 2.03--Refusal of Service

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

Section 2.04--Customer Deposits

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

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

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

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SECTION 2.0--SERVICE RULES AND REGULATIONS (Continued)

Refund of deposit. - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

Section 2.05--Meter Requirements, Readings, and Testing

It is not a requirement that the utility use meters to measure the quantity of sewage disposed of by individual customers. One connection is required for each residential, commercial or industrial facility in accordance with the PUC Rules.

Section 2.06--Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of the bills for utility service will be at least twenty (20) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date.

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

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly billing a telephone number (or numbers) which may be reached by a local call by customers. At the utility's option, a toll-free telephone number or the equivalent may be provided.

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

Section 2.07--Service Disconnection

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

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 30 days from the date of issuance of a bill and if proper notice of termination has been given.

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SECTION 2.0--SERVICE RULES AND REGULATIONS (Continued)

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

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

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Section 2.08--Reconnection of Service

Service will be reconnected within 24 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

Section 2.09--Service Interruptions

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

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

Section 2.10--Quality of Service

The utility will plan, furnish, and maintain and operate a treatment and collection facility of sufficient size and capacity to provide a continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge the effluent at the quality required by its discharge permit issued by the Commission. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the Texas Commission on Environmental Quality (TCEQ) Rules.

Section 2.11--Customer Complaints and Disputes

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

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

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SECTION 2.20--SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with the PUC Rules to be effective.

The utility adopts the administrative rules of the PUC, as the same may be amended from time to time, as its company specific service rules and regulations. These rules will be kept on file at the company's offices for customer inspection during regular business hours. In the event of a conflict between the PUC's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the PUC rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule.

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

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

Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others directly under his control.

Limitation on Product/Service Liability. - The utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's premises. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in sewer service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of sewer service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by PUC and or TCEQ rules, (3) electrical power failures in sewer systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of sewer service pursuant to the utility's tariff and the PUC's rules.

If the services of a registered professional engineer are required as a result of an application for service received by the Utility for service to that applicant's service extension only, such engineer will be selected by the Utility and the applicant, and the applicant shall bear all expenses incurred therein.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction (as may be allowed by PUC rule) for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for sewer collection, treatment, pumping and discharge.

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SECTION 2.20--SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by unique costs not normally incurred as may be permitted by 16 TAC § 24.86(b)(1)(C).

The Utility adopts the Uniform Plumbing Code pursuant to TCEQ Rule 290.46(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TCEQ, the Uniform Plumbing Code and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by PUC rule.

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

Threats to or assaults upon utility personnel shall result in criminal prosecution.

Except in cases where the customer has a contract with the utility for reserve or auxiliary service, no other sewer service will be used by the customer on the same installation in conjunction with the utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any sewer lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a sewer main abutting the premises.

No application, agreement or contract for service may be assigned or transferred without the written consent of the utility.

It is agreed and understood that any and all sewer lines and other equipment furnished by the utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the utility, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such lines or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said sewer lines and for installation, not purchase, of said lines.

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SECTION 2.20--SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

Service applicants may be required to comply with any pre-condition to receiving service not printed herein as may exist under PUC and or TCEQ rule (customer service, health and safety or environmental), USEPA rule, TWDB rule, local regulatory district rule or health department rule. Existing customer shall be required to comply with such rules, including modification of their plumbing and/or consumption patterns, after notice.

The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers. These substances are defined as "garbage" under Section 361.003 (12) of the Solid Waste Disposal Act, Texas Health and Safety Code, and are not "sewage" as defined by Section 26.001 (7) of the Texas Water Code. The utility only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the utility's state-approved waste water treatment plant within the parameters of the utility's state and federal waste water discharge permits. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.**

Pursuant to TCEQ Rule 291.87(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair or replace all equipment damaged due to service diversion or the discharge of wastes which the system cannot properly treat. This shall include all repair and cleanup costs associated with discharges of grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption or for sale to the public discharged from grease traps or other grease and/or oil storage containers. The utility may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. The utility may not charge any additional penalty or charge other than actual costs unless such penalty has been expressly approved by the regulatory authority having rate/tariff jurisdiction and filed in the utility's tariff.

Pursuant to 16 TAC § 24.86(b)(3)(A) and (B), the customer's service line and appurtenances shall be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the Uniform Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the PUC, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

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SECTION 2.20--SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

In accordance with the requirements of Utility's Wastewater discharge Permit, any and all repairs and maintenance of Utility's lines, tanks, pumps and equipment located on Customer's premises shall be performed exclusively by the Utility. Copies of the utility's state and federal waste water discharge permits shall be available for public inspection and copying in the utility's business office during normal business hours.

Non-residential customers electing the pretreatment option for sewage with non-standard characteristics may be charged those costs set forth in the utility's extension policy if such pretreatment fails or otherwise causes the utility's facilities to violate their waste-water discharge permits.

RESIDENTIAL SINGLE FAMILY GRINDER / SEWAGE STATIONS

The Utility will install the grinder pumps, storage tanks, controls and other appurtenances necessary to provide pressurized sewer service to a residential connection. Electric bills are the customer's responsibility. The Utility requires that parts and equipment meet the minimum standards approved by the TCEQ, to insure proper and efficient operation of the sewer system.

MULTI-FAMILY AND COMMERCIAL RECEIVING TANK / LIFT STATIONS

The customer will have the option to install the grinder pumps, storage tanks, controls, and other appurtenances necessary to provide pressurized sewer service to a multifamily or commercial service connection. Prior to the installation of a grinder/sewage station, the Utility must be given a complete listing of all materials and equipment that will be used, along with the storage for that development.

In order to minimize inflow and infiltration into the collection system, the installation and materials must comply with standard specifications approved by the TCEQ.

After the Utility has approved the proposed grinder/sewage station, the construction may begin. Once the work has been completed, the Utility will do an inspection of the grinder/sewage station to ensure the complete installation was as specified.

Before approval for the installation and use of an existing receiving tank or lift station that is being used as an interceptor tank for primary treatment, wastewater storage or pump tanks prior to discharge into an alternative or conventional sewage system must be cleaned, inspected, repaired, modified, or replaced if necessary to minimize inflow and infiltration into the collection system.

Existing pumps and tanks must be of adequate size to insure proper pumpage in the event of high flow or if one pump is out of service. If the existing pumps and receiving tanks or lift stations are of inadequate size the Utility will not accept liability for backups due to: high flows, one pump out of service, rainfall causing inflow or infiltration, power outages, lack of proper storage capacity, etc.

The customer shall be responsible for the monthly electric bill.

SECTION 2.20--SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

If the collection system that discharges into the receiving tank / lift station has an inflow or infiltration problem and collects rainfall discharge, the owner or P.O.A. will correct it within go days of written notice from the Utility. If no action is taken to correct the problem within 90 days, the Utility may take the responsibility to make corrections at the owner's or P.O.A.'s expense. The Utility is not responsible for the collection system that discharges into the receiving tank / lift station.

An adequate easement must encompass the receiving tank / lift station by a 15 foot radius and also a 15 foot access easement to the receiving tank / lift station site. If this easement does not exist, one must be created and filed of record.

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SECTION 3.0--EXTENSION POLICY

Section 3.01--Standard Extension Requirements

Line Extension and Construction Charges. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

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

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

COST UTILITIES SHALL BEAR. Within its certificate area, the utility will pay the cost of the first 200 feet of any sewer collection line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the PUC's Rules.

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SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY

This section contains the utility's specific extension policy which complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with PUC Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary treatment capacity necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ's minimum design criteria for facilities used in collecting, treating, transmitting, and discharging of wastewater effluent. For purposes of this subsection, a developer is one who subdivides or requests more than two connections on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

The utility adopts the administrative rules of the PUC, as amended from time to time, as its company specific extension policy. These rules will be kept on file at the company's business office for customer inspection during normal business hours.

Non-residential customers generating sewage creating unique or non-standard treatment demands which might reasonably be expected to cause the utility's treatment facilities to operate outside their current waste-water discharge permit parameters may be charged the cost of all studies, engineering plans, permit costs, and collection treatment or discharge facilities construction or modification costs necessary to enable the utility to treat said sewage within permit limits acceptable to the TCEQ said sewage in such a manner to that it may not reasonably be expected to cause the utility's facilities to operate outside their permit parameters. In such case, the customer shall be required to pay the utility's costs of evaluating such pretreatment processes and cost of obtaining regulatory approval of such pretreatment processes. In the event of the pretreatment facilities of a customer making this election fail and cause the utility's facilities to operate outside their permit parameters, the customer shall indemnify the utility for all costs incurred for clean ups or environmental remediation and all fines, penalties, and costs imposed by regulatory or judicial enforcement actions relating to such permit violations.

Non-residential sewer customers producing water borne waste significantly different from waste generated by residential customers may be required to provide a suitable sampling point at the property line for testing the customer's waste for chemicals or substances, e.g., grease, oils, solvents, pesticides, etc., which can reasonably be believed to have an injurious effect on the Utility's plant and/or its ability to treat and dispose of such wastes within the parameters of the Utility's permit. Utility shall have reasonable access to the sampling point at all times.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.86(d) and this tariff.

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SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY (Continued)

When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge based upon the capacities of collection, transmission, storage, treatment and discharge facilities, compliant with the TCEQ minimum design criteria, which must be committed to such extension. As provided by 16 TAC § 24.86(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

The imposition of additional extension costs or charges as provided by Sections 2.20 and 3.20 of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located. Unless the PUC or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved.

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

The Utility shall serve each qualified service applicant within its certificated service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a "qualified service applicant" as defined herein or by PUC rules.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so, at the Utility's sole option, under terms and conditions mutually agreeable to the Utility and the applicant and upon extension of the Utility's certificated service area boundaries by the PUC. Service applicants may be required to bear the cost of the service area amendment.

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements of service contained in this tariff, PUC rules and/or PUC order, (2) has made all payments for tap fees and extension charges, (3) has provided all necessary easements and rights-of-way necessary to provide service to the requested location, including staking said easements or rights-of-way where necessary, and (4) has executed a customer service application for each location to which service is being requested.

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SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY (Continued)

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. The tap request must be accompanied with a plat, map, diagram or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the connection is to be installed, along the applicant's property line. The actual point of connection must be readily accessible to Utility personnel for inspection, servicing and testing while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's near service main with adequate capacity to service the applicant's full potential service demand. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, applicant may refer the matter to the PUC for resolution. Unless otherwise ordered by the PUC, the tap or service connection will not be made until the location dispute is resolved.

The Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property. The Developer shall be required to obtain all necessary easements and rights-of-way required to extend the Utility's existing service facilities from their nearest point with adequate service capacity (as prescribed by TCEQ rules and local service conditions) to and throughout the Developer's property. The easements shall be sufficient to allow the construction, installation, repair, maintenance, testing, and replacement of any and all utility plant necessary to provide continuous and adequate service to each and every potential service location within the property at full occupancy. Unless otherwise restricted by law, sewage treatment, holding tank sites, lift station sites shall convey with all permanent easements and buffers required by TCEQ rules. Unless otherwise agreed to by the Utility, pipe line right-of-way easements must be at least 15 feet wide to allow adequate room to facilitate backhoe and other heavy equipment operation and meters. Easements must be provided for all storage, treatment, pressurization and disposal sites which are sufficient to construct and maintain all weather roads as prescribed by TCEQ rules. All easements shall be evidenced, at Developer's expense, by recorded county-approved subdivision plat or by specific assignment supported by metes and bounds survey from a surveyor licensed by the State of Texas.

Prior to the extension of utility service to developers (as defined by PUC rules) or new subdivisions, the Developer shall comply with the following:

- (a) The Developer shall make a written request for service to property that is to be subdivided and developed. The Developer shall submit to the Utility a proposed plat on a scale of one inch (1") to two hundred feet (200') for review and determination of required easements, utility plant, and plant location. If sewer service is requested, the plat must contain elevation data. A reconcilable deposit in an amount set by the Utility may be required to cover preliminary engineering, legal and copy cost to be incurred by the Utility in reviewing and planning to meet this service request. The plat and/or accompanying information shall identify the type, location and number of houses and other planned structures that will be requiring utility service. If other than residential structures are to be located on the property, all other types of anticipated businesses and their service demands shall be identified with specificity. All areas requiring special irrigation and/or other unique water demands must be identified. To the extent reasonably possible, this information must be precise so that adequate facilities can be designed and constructed to meet all future service demands without hazard to the public, other utility customers and/or the environment.

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SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY (Cont.)

- (b) After the requirements of easements and rights-of-way have been determined, a red line copy will be returned by the Utility to the Developer for final plat preparation.
- (c) Copies of all proposed plats and plans must be submitted to the Utility prior to their submission to the county for approval to insure that they are compatible with the adequate long-term utility needs of potential service customers. Copies will be returned after review by the Utility so that necessary changes may be incorporated into the Developer's final submitted plat(s) and plans.
- (d) The Utility shall be provided with three (3) certified copies of the final plat(s) approved by the County Commissioners Court. At this time, the Utility will begin engineering the facilities necessary to serve the property. Plans and specifications will be prepared and submitted to the TCEQ by the Utility if required by law. If further plat or plans changes are necessary to accommodate the specific service needs of the property and the anticipated customer demands, the Developer will be so notified. Plat amendments must be obtained by the Developer. The Developer shall be notified when all required PUC, TCEQ and or other governmental approvals or permits have been received. No construction of utility plant which requires prior TCEQ plans approval shall be commenced until that approval has been received by the Utility and any conditions imposed by the TCEQ in association with its approvals have been satisfied.
- (e) The Developer shall be required to post bond or escrow the funds necessary to construct all required utility plant, except individual sewer connections, required to serve the property. Construction shall not commence until funds are available. If the construction is to be done in coordination with the phased development of the property, funds must be provided in advance which are sufficient to complete each phase. No phase or facilities for any phase shall be constructed prior to the bonding or escrowing of all funds associated with that phase.
- (f) At the sole option of the Utility, the Developer may be required to execute a Developer Extension Contract setting forth all terms and conditions of extending service to their property including all contributions-in-aid of construction and developer reimbursements, if any.
- (g) The Utility may require the Developer to commence construction of subdivision improvements within three (3) months of utility plans approval or the Utility may abate its construction activities until full development construction begins. If the Developer stops construction of subdivision improvements for any purpose, the Utility may abate its construction for a similar period.
- (h) As soon as the roads are rough cut and prior to paving, extension lines will need to be constructed at each road crossing. The Developer must notify the Utility sufficiently in advance of this development stage to allow for the necessary utility construction without disruption to other service operations of the Utility. Failure to provide adequate advance notice and cooperation in the construction of necessary utility plant may result in additional delays in obtaining service to the property. The Developer shall be required to pay for all additional costs of road boring or other remedial construction necessary to install adequate utility plant throughout the affected property.

SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY (Continued)

Within its certificated area, the Utility shall bear the cost of the first 200 feet of any water main or sewer collection line necessary to extend service to an individual residential service applicant within a platted subdivision unless the Utility can document:

- (a) that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility; or,
- (b) that the Developer defaulted on the terms and conditions of a written agreement or contract existing between the utility and the developer or the terms of this tariff regarding payment for services, extensions, or other requirements; or in the event the Developer declared bankruptcy and was therefore unable to meet obligations; and,
- (c) that the residential service applicant purchased the property from the Developer after the Developer was notified of the need to provide facilities to the utility. A residential service applicant may be charged the remaining costs of extending service to his property; provided, however, that the residential service applicant may only be required to pay the cost equivalent to the cost of extending the nearest water main or wastewater collection line, whether or not that line has adequate capacity to serve that residential service applicant. The following criteria shall be considered to determine the residential service applicant's cost for extending service:
 - (1) the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.
 - (2) Exceptions may be granted by the PUC if:
 - (i) adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
 - (ii) larger minimum line sizes are required under subdivision platting requirements or applicable building codes.
 - (3) If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers.

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Tariff Control No. 48329

Part E, Question 30

Financial Audit

Submitted separately under Confidentiality

Part E, Question 31

Disclosure of Affiliated Interests

Application of Monarch Utilities I L.P. to Amend CCN 20899

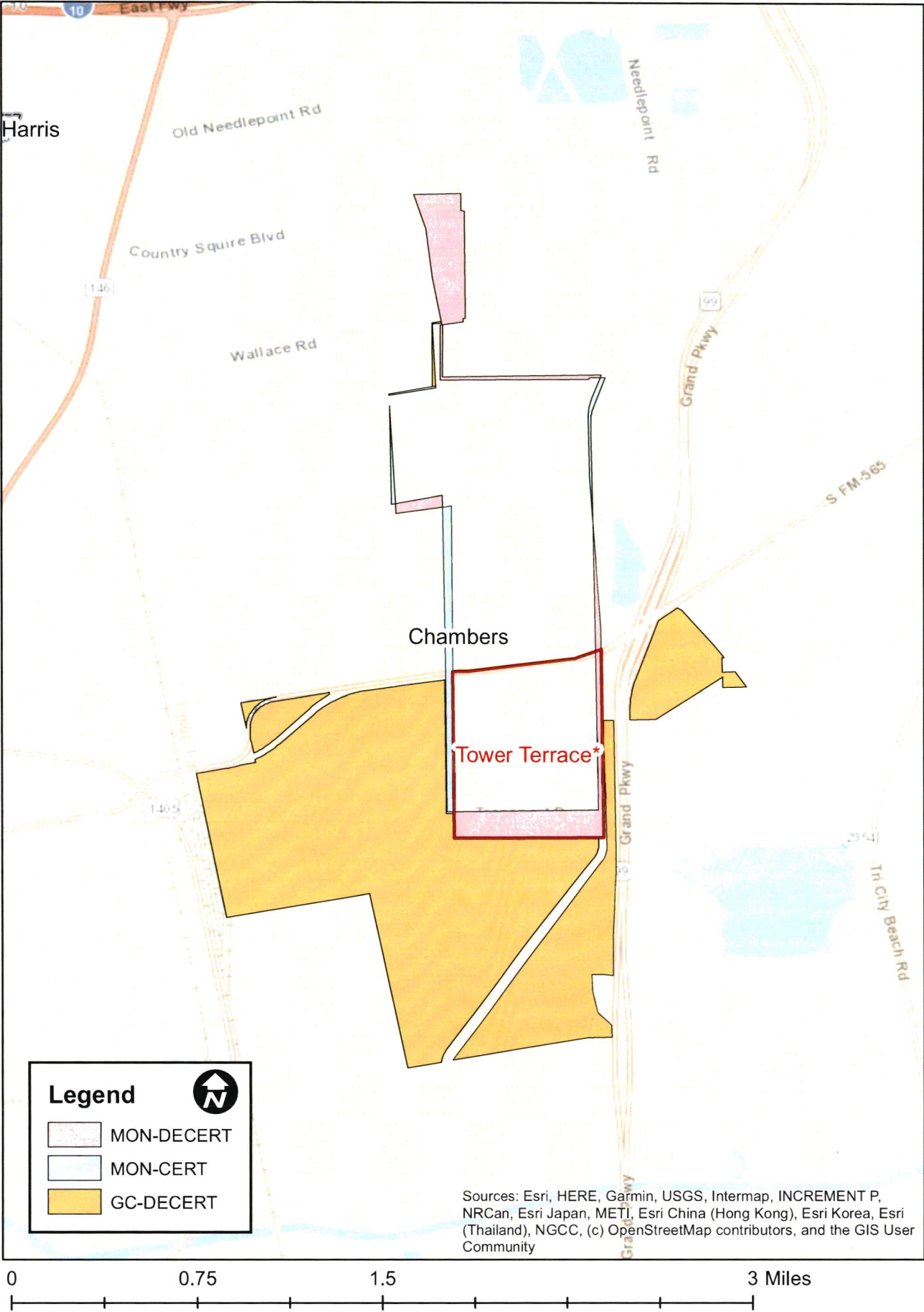
List of Monarch Affiliates

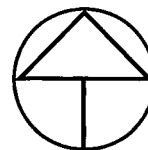
| <u>Affiliate</u> | <u>Address</u> | <u>State</u> |
|---|--|------------------------|
| SouthWest Water Company | 1325 N. Grand Ave, Suite 100, Covina, CA 91724 | CA, OR, TX, AL, OK, SC |
| SWWC Utilities, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | TX, AL, OK |
| North County Water Reclamation, Inc. | 150 South Perry St Montgomery, AL 36104 | AL |
| Southeast Utility Systems, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | AL |
| KIU Holdings LLC | 12535 Reed Road, Sugar Land, TX 77478 | SC |
| Kiawah Island Utility, Inc. | 31 Sora Rail Road, Kiawah Island, SC 29455 | SC |
| New Mexico Utilities, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Midway Water Utilities, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Ni America Texas, LLC | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Texas Water Services Group, LLC | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Monarch Utilities, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| TWC Utility Company, LLC | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Metro - H2O Utilities, Inc. | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Metro - H2O Ltd. | 12535 Reed Road, Sugar Land, TX 77478 | TX |
| Northwest Utility Sytems | 1325 N. Grand Ave, Suite 100, Covina, CA 91724 | OR |
| Oregon Water Utilities - Mountain Lakes, Inc. | 5115 Running Y Road, Klamath Falls, OR 97601 | OR |
| Oregon Water Utilities - Cline Butte, Inc. | 1230 Golden Pheasant Dr., Redmond, OR 97756 | OR |
| Oregon Water Utilities, Inc. | 1230 Golden Pheasant Dr., Redmond, OR 97756 | OR |
| Suburban Water Systems | 1325 N. Grand Ave, Suite 100, Covina, CA 91724 | CA |

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Detailed (large scale) Map

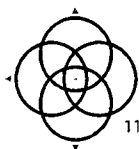
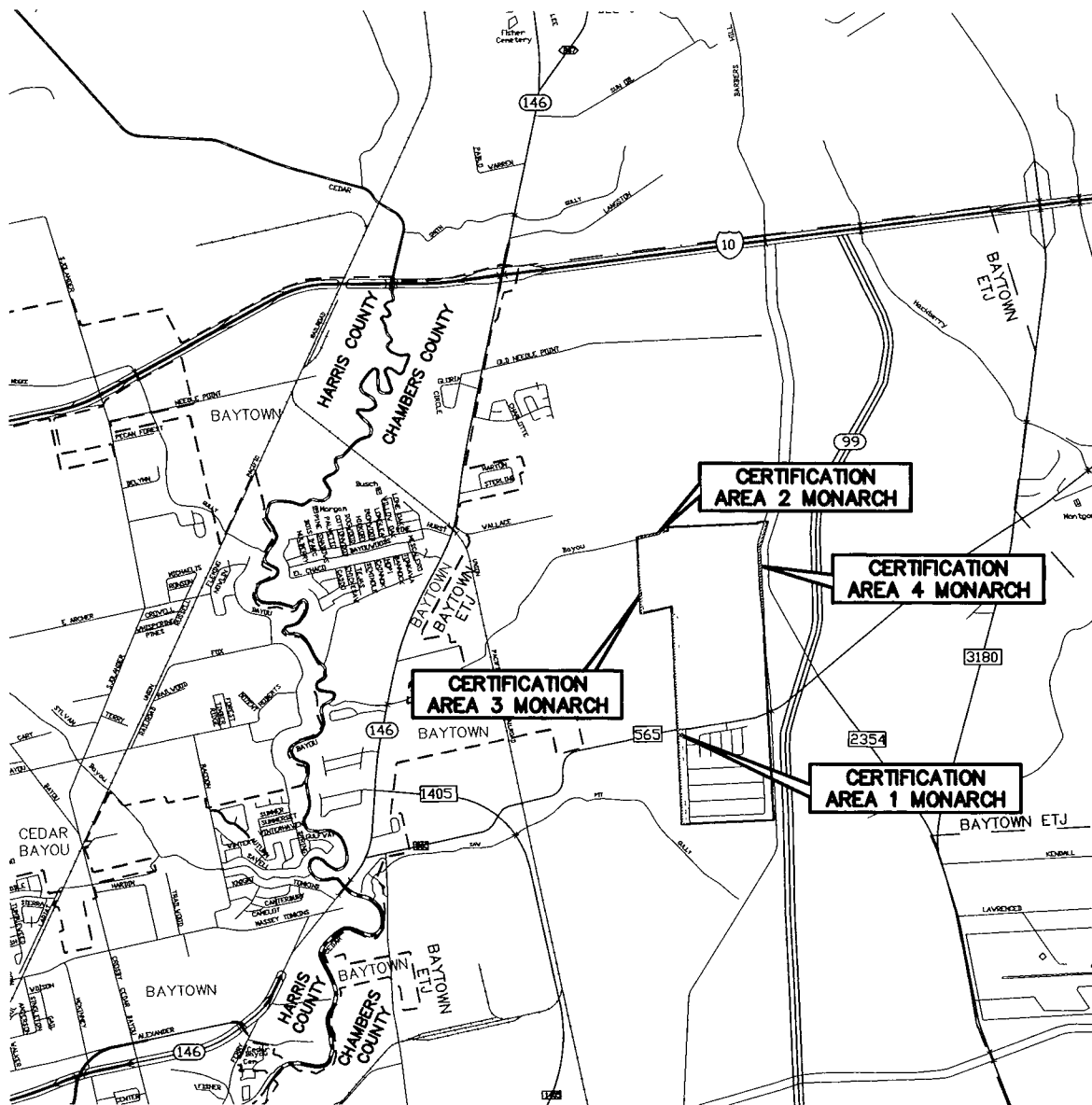
MONARCH UTILITIES I L.P.
TOWER TERRACE SERVICE AREA
CHAMBERS COUNTY, TEXAS





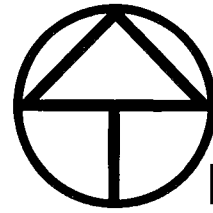
NORTH

SCALE: 1 INCH = 1 MILE



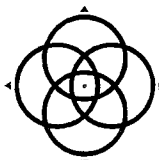
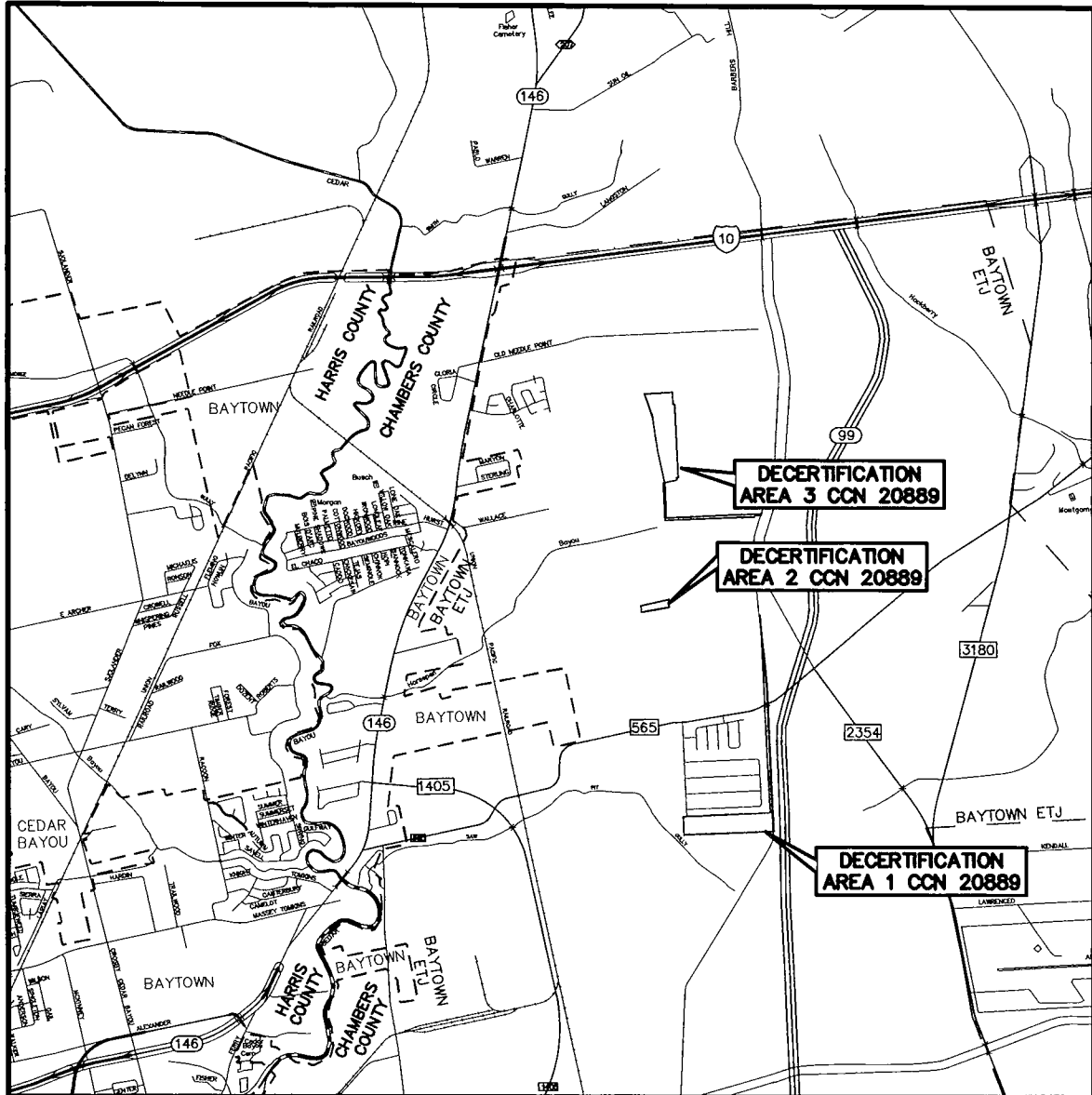
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NORTH

SCALE: 1 INCH = 1 MILE



WINDROSE

LAND SURVEYING | PLATTING

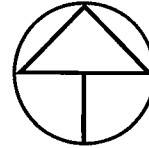
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General Location (small scale) Map

OLD NEEDLE POINT ROAD

Rando Barn



NORTH

SCALE: 1" = 2000'

F.M. 2354

KILGORE PARKWAY

**CERTIFICATION
AREA 2 MONARCH**

(99)

Horseshoe Bayou

**CERTIFICATION
AREA 3 MONARCH**

**CERTIFICATION
AREA 4 MONARCH**

F.M. 2354

**CERTIFICATION
AREA 1 MONARCH**

F.M. 565

F.M. 565
WEST OSAGE
CHICKEN
CHICKEN
WEST SHANKLE
EAST SHANKLE
OSAGE

SWEET BAY DRIVE
West Chambers
County Estates
LAND BREEZE DRIVE

West Chambers
ROCKFLOUNDER DRIVE
County Estates
Sec 2
MAY APPLE DRIVE

TRANSPORT DRIVE
RESTRICTED
RESERVE C

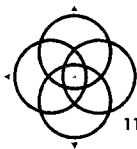
AMERISPORT PARKWAY

DULLY

SAW PIT

DELA PARKWAY

UNION PACIFIC
F.M. 1405



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Monche liberos

F.M. 2354

KILGORE PARKWAY

(99)

F.M. 2354

F.M. 565
WEST OSAGE
CHOCTAW OSAGE
" OSAGE
CHETENE
WEST SHANNEE F OSAGE
" OSAGE
EAST SHANNEE

2
SWEET BAY DRIVE
West Chatham
County Estates 3
LAND BREEZE DRIVE

West Chambers +
RICEFLOWER DRIVE
County Estates

SAC 2 MAY 8 1968

| Year | Percentage of Population Aged 65 and Over |
|------|---|
| 1950 | 7 |
| 1960 | 10 |
| 1970 | 12 |
| 1980 | 14 |
| 1990 | 15 |

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913001

2/27/76

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Digital Mapping Data

Files Submitted Separately