



Control Number: 51811



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BEFORE THE PUBLIC UTILITY

COMMISSION OF TEXAS

**JARRELL-SCHWERTNER WATER SUPPLY CORPORATION
AND CITY OF GEORGETOWN, TEXAS
JOINT PETITION UNDER TEXAS WATER CODE § 13.248**

TO THE HONORABLE COMMISSIONERS OF THE PUBLIC UTILITY
COMMISSION OF TEXAS:

COME NOW, Jarrell-Schwertner Water Supply Corporation ("JSWSC") and the City of Georgetown, Texas ("Georgetown") (collectively, "Applicants") and file this "Joint Petition for Approval and Enforcement of a CCN Transfer Agreement Designating Certificate of Convenience and Necessity ("CCN") Service Areas" in Williamson County, Texas, pursuant to Texas Water Code ("TWC") § 13.248, and 16 Texas Administrative Code ("TAC") § 24.253 (the "Petition" or "Application"). In support of the Petition, Applicants would show the Commission the following:

I. PURPOSE OF THE PETITION

Applicants file this Petition to seek Commission action to approve and enforce an agreement captioned, "TEXAS WATER CODE SECTION 13.248 - RETAIL

WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT,” a true and correct copy of which is attached to this Petition as **Exhibit "1"** (the "CCN Transfer Agreement"). Pursuant to the CCN Transfer Agreement, Georgetown has agreed to transfer a portion of Georgetown’s Retail Water CCN No. 12369 service area located in Williamson County to JSWSC’s existing Retail Water CCN No. 10002 service area. Maps showing the location and boundaries of the area to be transferred are included as *Exhibit A* to the attached CCN Transfer Agreement. As stated in the affidavits included as *Exhibit B* to the attached CCN Transfer Agreement, no Georgetown facilities or customers are currently located within the proposed transfer area by the CCN Transfer Agreement sought to be implemented through the filing of this Petition. However, there are approximately 14 retail customers located within the proposed transfer area who are existing customers of JSWSC. The retail water service and rates charged to these existing customers in the proposed service area will not change as a result of this transaction. Georgetown and JSWSC have agreed to this CCN transfer to facilitate new development in the proposed transfer area and to reflect that water utility service within portions of the transfer area currently certificated to Georgetown has been historically provided by JSWSC.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC § 24.253, implementing TWC § 13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area transfer designations requested in this Petition:

1. Maps of that portion of Georgetown’s service area requested to be transferred to JSWSC are included as *Exhibit A* to the attached **Exhibit**

"1." The maps have been prepared in accordance with 16 TAC § 24.257(a), and reflect the portion of Georgetown's certificated service area which corresponds to those designated as agreed for transfer in the executed CCN Transfer Agreement attached as **Exhibit "1."**¹

2. A copy of the executed CCN Transfer Agreement, the entirety of which is attached as **Exhibit "1."**²
3. The number of existing Georgetown customers to be transferred to JSWSC is zero. See Paragraph 7, Affidavit of Glenn W. Dishong, Georgetown's Director of Water Utilities, included within *Exhibit B* as *Exhibit B-1* to the CCN Transfer Agreement attached as **Exhibit "1"**. The number of existing JSWSC customers in the proposed transfer area, who would remain as JSWSC customers after the transfer, is 14. See Paragraph 7, Affidavit of Joe Simmons, General Manager, JSWSC, included within *Exhibit B* as *Exhibit B-2* to the CCN Transfer Agreement attached as **Exhibit "1"**.³
4. The information described in 16 TAC § 24.253(c)(2)-(3) pertaining to "public notice," which has been accomplished through the separate duly noticed and posted meetings of the Georgetown City Council, conducted on November 24, 2020, and the JSWSC Board, conducted on November 11, 2020. The CCN Transfer Agreement was approved by the respective governing bodies of the Applicants at each of the public meetings as permitted by 16 TAC § 24.253(c)(2).⁴ See affidavits and accompanying meeting notices and meeting minutes included within *Exhibit B* as *Exhibit B-1* and *Exhibit B-2* to the CCN Transfer Agreement attached as **Exhibit "1"**.⁵

As the Commission has no standardized application form for the relief sought in this Petition, Applicants are relying on 16 TAC § 24.253 for the contents of this Petition. Applicants respectfully request that the Commission inform Applicants if any other information is required, as authorized by 16 TAC § 24.253(b)(3) providing that a Petition include "any other information required by the commission."⁵ The undersigned

¹ 16 TAC § 24.253(b)(1).

² 16 TAC § 24.253(b)(2).

³ 16 TAC § 24.253(b)(3).

⁴ 16 TAC § 24.253(b)(4) and (c)(2)-(3)

⁵ 16 TAC § 24.253(b)(5).

counsel will be the points of contact for this Petition for the respective Applicants.

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC § 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met in this matter.⁶ 16 TAC § 24.253 does not impose any additional notice requirements for this Application beyond that already accomplished under 16 TAC § 24.253(c)(2) through the separate open, duly noticed public meetings of the City's Council and JSWSC Board of Directors, both meetings held over 15 days ago because no customer transfers are contemplated.⁷ Further, if the Application is approved, the decision will not be adverse to any party other than, as a *proforma* matter, Commission Staff.⁸ Thus, a hearing should not be required and informal disposition is appropriate.⁹ Copies of the agenda and minutes from the respective meetings of the Applicants are included herewith as exhibits to the affidavits by representatives of Georgetown and JSWSC included in *Exhibit B* to the CCN Transfer Agreement attached as **Exhibit "1."**

IV. CONCLUSION

Respectfully, as Joint Applicants, Jarrell-Schwertner WSC and the City of Georgetown, Texas, request the Commission (i) process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN area transfer described herein and, thereafter, (ii) approve the CCN designations contemplated by the CCN Transfer Agreement and reflected in **Exhibit "1."** If for any reason the Commission finds the information submitted with this Petition is insufficient for

⁶ 16 TAC §§ 22.35(a)(1)-(3)

⁷ 16 TAC §§ 22.35(a)(1) and 24.253(c)(2).

⁸ 16 TAC §§ 22.35(a)(2).

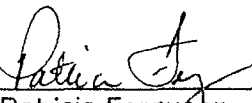
⁹ 16 TAC §§ 22.35(a)(3).

Application acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

Respectfully submitted,

Patricia Ferguson
Attorney at Law
815 West 5th Street
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(254) 675-8663

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By: 
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ATTORNEYS FOR JARRELL-
SCHWERTNER WATER SUPPLY
CORPORATION

By: 
Patricia Erlinger Carls
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ATTORNEYS FOR THE CITY OF
GEORGETOWN, TEXAS

EXHIBIT 1

TEXAS WATER CODE SECTION 13.24 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT

This TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT (this "**Agreement**") is made to be effective on the latest date accompanying the signature lines below (the "**Effective Date**"), and is by and between CITY OF GEORGETOWN, TEXAS ("**Georgetown**"), a home rule municipality organized and existing under the laws of the State of Texas, and JARRELL-SCHWERTNER WATER SUPPLY CORPORATION ("**JSWSC**"), a nonprofit rural water supply corporation organized under Chapter 67 of the Texas Water Code for the purposes stated in Texas Water Code § 67.002 (individually a "**Party**," collectively, the "**Parties**"), in connection with the boundary lines of the Certificates of Convenience and Necessity ("**CCNs**") held by Georgetown and JSWSC for the provision of retail water services to users pursuant to the Texas Water Code.

RECITALS

WHEREAS, Georgetown is the holder of retail water Certificate of Convenience and Necessity Number 12369 ("**Georgetown CCN**"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, JSWSC is the holder of retail water CCN Number 10002 ("**JSWSC CCN**"), authorizing JSWSC to provide retail water service to certain areas in Williamson and Bell Counties; and

WHEREAS, the Georgetown CCN borders the JSWSC CCN along the northwest corner of JSWSC; and

WHEREAS, JSWSC desires to become the sole retail water service provider to customers within the approximately 4,288 acre area (approximately 6.7 square miles) shown on the maps attached as **Exhibit A** and incorporated herein by this reference (the "**Transfer Area**"), and has existing facilities near the Transfer Area; and

WHEREAS, as of the Effective Date, there are no retail water customers in the Transfer Area, nor does Georgetown have any facilities in or near the Transfer Area; and

WHEREAS, because there are no customers in the Transfer Area as of the Effective Date, there will be no rate change associated with this Agreement; and

WHEREAS, on November 2, 2020, Georgetown sent, and JSWSC hereby acknowledges receipt of, a copy of 16. Tex. Admin. Code § 24.239; and

WHEREAS, the Georgetown City Council and the JSWSC Board of Directors each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and

EXHIBIT 1

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

TRANSFER OF THE TRANSFER AREA

1.01 **Recitals.** The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

1.02 **Exclusive Agreement.** This Agreement is an exclusive, one-time Agreement between Georgetown and JSWSC and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Georgetown CCN to the JSWSC CCN in order for JSWSC to provide retail water service to customers in the Transfer Area for the Consideration.

1.03 **Transfer of the Transfer Area.** In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "**PUC**"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown CCN to transfer or cancel the Transfer Area portion of the Georgetown CCN shown in **Exhibit A**. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, JSWSC hereby agrees to the expansion and modification of the boundaries of the JSWSC CCN to include the Transfer Area shown in **Exhibit A**. Other than the transfer of the Transfer Area from the Georgetown CCN to the JSWSC CCN, no other changes to the Georgetown CCN or the JSWSC CCN shall result from this Agreement.

1.04 **Sale, Transfer, Merger Application.** JSWSC and Georgetown agree to take all necessary steps to prepare, file, and advance an application at the PUC to sell, transfer and merge the Transfer Area from the Georgetown CCN to the JSWSC CCN (the "**Joint STM Application**") prepared in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239 and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any. JSWSC shall take the lead on preparing, filing, and advancing the Joint STM Application. Georgetown will cooperate with JSWSC regarding the preparation and filing of the Joint STM Application, subject to JSWSC's obligation to reimburse Georgetown when and as required by **Section 1.05** of this Agreement. Within thirty (30) days after the Effective Date of this Agreement, JSWSC shall file the Joint STM Application with the PUC. If the Joint STM Application is contested, then: (a) if JSWSC and Georgetown mutually agree to pursue approval of the Joint STM Application by participating in the administrative hearing process, JSWSC shall take the lead in the litigation and Georgetown will cooperate with JSWSC in pursuing approval of the Joint STM Application with each Party bearing its own litigation costs, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Joint STM Application, or alter the Transfer Area without the written consent of the other Party; or (b) if one Party provides Notice to the other Party of its desire to withdraw the Joint STM Application (the "**Termination Notice**") rather than participate in the administrative hearing process, this Agreement will be deemed

EXHIBIT 1

terminated effective on the date that the Termination Notice was received, except that JSWSC's obligation to pay Georgetown as and when required by **Section 1.05** of this Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Joint STM Application, JSWSC may, at its sole option, cost and expense, appeal the PUC determination or terminate this Agreement. Notwithstanding anything in this Section to the contrary, JSWSC's obligation to reimburse Georgetown for fees, costs and expenses associated with the Joint STM Application shall survive termination.

1.05 Consideration.

1.05.01 **Reimbursement of Georgetown's Direct Costs.** JSWSC agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Transfer Area from the Georgetown CCN to the JSWSC CCN. As partial compensation for Georgetown's consent to transfer the Transfer Area from Georgetown's CCN to JSWSC's CCN, JSWSC agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Agreement, the Joint STM Application, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time for mapping and other technical services billed at the rate of \$34.00 per hour, reasonable attorney's fees, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same ("**Georgetown's Direct Costs**"). On or before the close of business on the day that is 45 calendar days after receipt by JSWSC of a statement or invoice for Georgetown's Direct Costs (the "**Cost Reimbursement Due Date**") JSWSC shall pay Georgetown the amount invoiced in readily available funds received via bank wire. JSWSC shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown's Direct Costs will be sent by Georgetown to JSWSC on a monthly or other semi-regular basis as work progresses and continue until the transaction contemplated by this Agreement are completed.

1.05.02 **Statutory Compensation Analysis.** The Parties acknowledge receipt of a compensation analysis dated September 30, 2020 prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Transfer Area calculated using the factors set forth in Texas water Code Section 13.254(g) and finding that no additional consideration is due for the decertification of the Transfer Area other than payment by JSWSC of Georgetown's Direct Costs.

1.06 **Future Water Transmission Line and Water Supply.** Georgetown has notified JSWSC that it may construct one or more water transmission lines through the Transfer Area, and/or may seek to obtain a water supply from JSWSC and/or Bell County Water Control and Improvement District #1 on a long-term or emergency-interconnect basis, and JSWSC agrees to cooperate with and not to oppose those efforts directly or indirectly, provided that JSWSC shall not be obligated to pay Georgetown's fees or costs for same or allow uncompensated use of JSWSC's easements, and provided further that any easements, licenses, water supply contracts or other arrangement between JSWSC and

EXHIBIT 1

Georgetown must be memorialized in writing and approved by the governing bodies of both JSWSC and Georgetown. JSWSC's obligation under this **Section 1.06** shall survive the termination of this Agreement.

1.07 JSWSC's Obligation to Serve. Upon PUC approval of the transfer of the Transfer Area to the JSWSC CCN, JSWSC shall be responsible for providing retail water service to the Transfer Area under such terms and condition as are allowed under the JSWSC CCN and any applicable governmental statutes and regulations.

1.08 No Georgetown Obligation to Serve. Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Georgetown CCN, Georgetown shall have no obligation to provide retail water service to the Transfer Area.

NOTICES

2.01 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by: (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) depositing the same with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) if an email address is provided in this Section, sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided in **Section 2.20** of this Agreement, shall be as follows: .

Georgetown:

City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager

With required copy to:

City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Attorney

Jarrel-Schwertner Water Supply Corporation:

Jarrell-Schwertner Water Supply Corporation
P.O. Box 40
2393 CR 311
Jarrell, Texas 76537

EXHIBIT 1

Attention: General Manager
gm@jswatersupply.com

With required copy to:

Patricia Ferguson
Patricia Ferguson & Associates, LLC
815 West 5th Street
Clifton, Texas 76634
pferguson@bosquelaw.com

2.02 Change of Address for Notice. A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 2.01** of this Agreement.

MISCELLANEOUS

3.01 Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

3.02 Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable In any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.03 Unintended Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

3.04 Limitation of Liability. In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

EXHIBIT 1

3.05 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

3.06 Amendment. This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

3.07 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

3.08 Authority for Execution. Georgetown hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. JSWSC hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations and orders applicable to JSWSC. Information pertaining to public notice per 16 Tex. Admin. Code Section 24.253(c)(2) and (3) is attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agenda and minutes for the meeting during which this Agreement was discussed and affidavits attesting to the date of those meetings.

3.09 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, JSWSC represents and certifies that, at the time of execution of this Agreement neither JSWSC, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. Pursuant to Chapter 2252, Texas Government Code, Georgetown represents and certifies that, at the time of execution of this Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

3.10 Prohibition Against Boycotting Israel. As required by Chapter 2270, Texas Government Code, JSWSC hereby verifies that JSWSC does not boycott Israel and will not boycott Israel through the term of this Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXHIBIT 1

3.11 Entire Agreement. This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.

3.12 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.

3.13 Assignment. This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation

Attest:

Pam Oates

Pam Oates
Secretary, Board of Directors

By: Mark Harbin

Mark Harbin,
President, Board of Directors

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me the 11 day of November, 2020, by Mark Harbin, President of the Board of Directors of Jarrell-Schwertner Water Supply Corporation, a Texas non-profit corporation, on behalf of said corporation.

(seal)

Nova Wright
Notary Public State of Texas

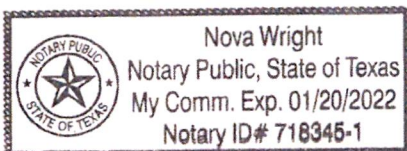


EXHIBIT 1

CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

Attest:

Robyn Densmore
Robyn Densmore
Title: City Secretary

By: [Signature]
Printed Name: Josh Schroeder
Title: Mayor

Approved as to form:

[Signature]
Skye Masson, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 24 day of November, 2020, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City

(seal)



Karen Frost
Notary Public State of Texas

EXHIBIT 1- A

EXHIBIT A TRANSFER AREA MAPS

EXHIBIT 1- A

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 FILE: P:\JWS\2014\2014-137\2020\CHISHOLM TR CCN SWAP\GEORGETOWN CCN SWAP.dwg LAST SAVED: 12/11/2020 2:52:19 PM LAYOUT: SALE AREA EXHIBIT A - LOCATION MAP8.SX11

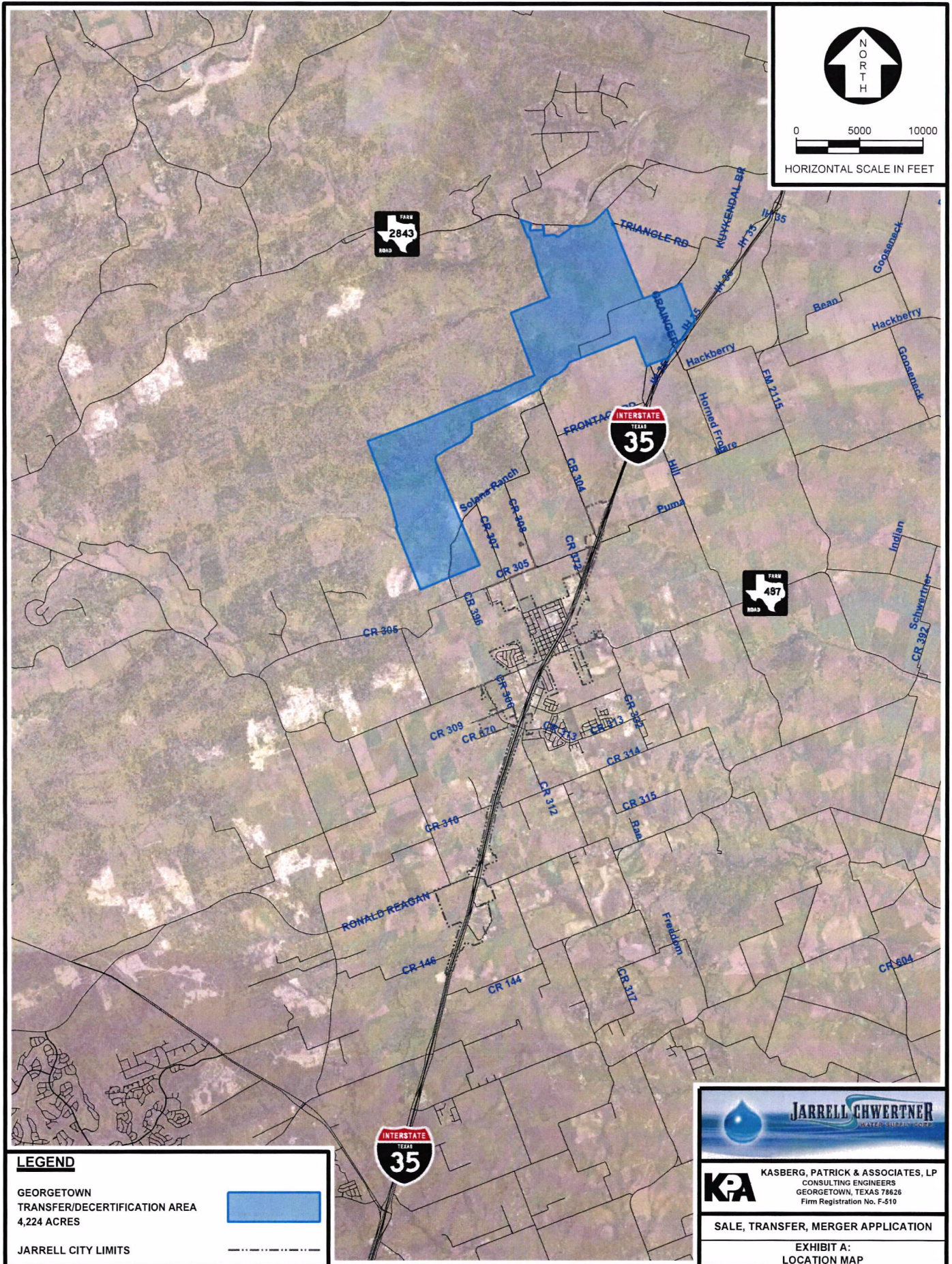
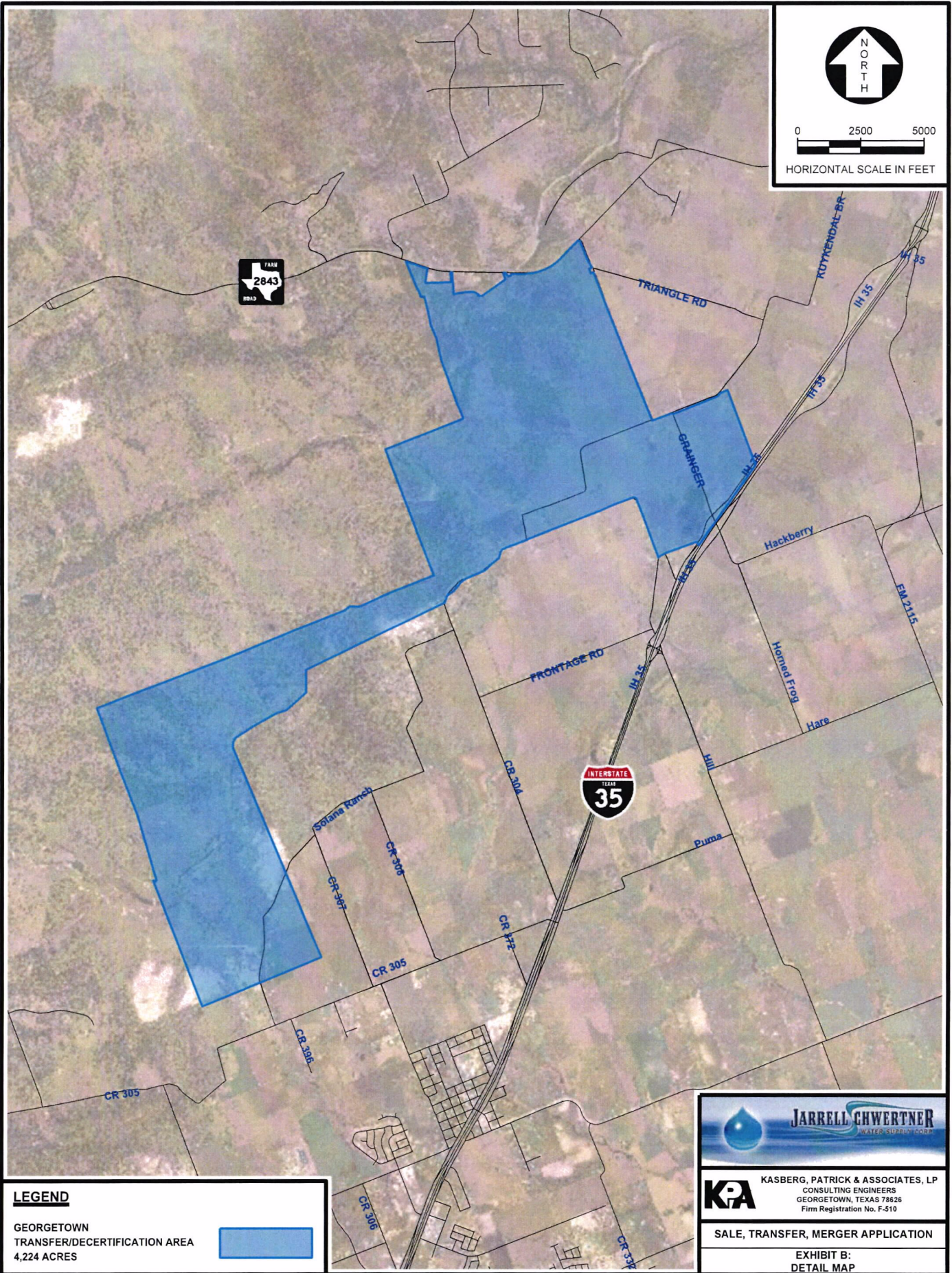


EXHIBIT 1- A

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CUSTOMERS ALREADY SERVED

PO #	EID	Name	Physical Address	Mailing Address	City	State	Zip
PO-01	16662824	ML Ragsdael	346 Prairie Dell Church Road	P.O. Box 4	Salado	TX	76571
PO-02	9484585	Valorie Michna	348 Prairie Dell Church Road	366 Prairie Dell Church road	Salado	TX	76571
PO-03	4831089	David Villafranco	382 Prairie Dell Church Road	382 Prairie Dell Church Road	Salado	TX	76571
PO-04	7969106	Allen Taylor	458 Prairie Dell Church Road	458 Prairie Dell Church Road	Salado	TX	76571
PO-05	874714	Laureno Ortiz	4312 Solana Ranch Road	4312 Solano Ranch Road	Salado	TX	76571
PO-06	5359608	David/Delfina Villafranco	4388 Solana Ranch Road	4388 Solano Ranch Road	Salado	TX	76571
PO-07	16616370	Tommy Beeson	6684 Solana Ranch Road	6684 Solano Ranch Road	Jarrell	TX	76537
PO-08	10114587	Mark Hill	1200 CR 344	P.O. Box 2696	Weatherford	TX	76086
PO-09	10840210	Maria Martinex	850 CR 344	850 CR 344	Jarrell	TX	76537
PO-10	12798397	Virginia Randle	800 CR 344	P.O. BOX 564	Jarrell	TX	76537
PO-11	13354998	Superior Crushed Stone	501 CR 344	1405 Riverside Dr.	Austin	TX	78741
PO-12	13361381	Reynaldo/Liliana Ruiz	600 CR 344	629 Shale Drive	Jarrell	TX	76537
PO-13	5971942	Cheri Wallace	300 CR 344	300 CR 344	Jarrell	TX	76537
PO-14	10976908	Michelle Moreno	240 CR 344	240 CR 344	Jarrell	TX	76537

LEGEND

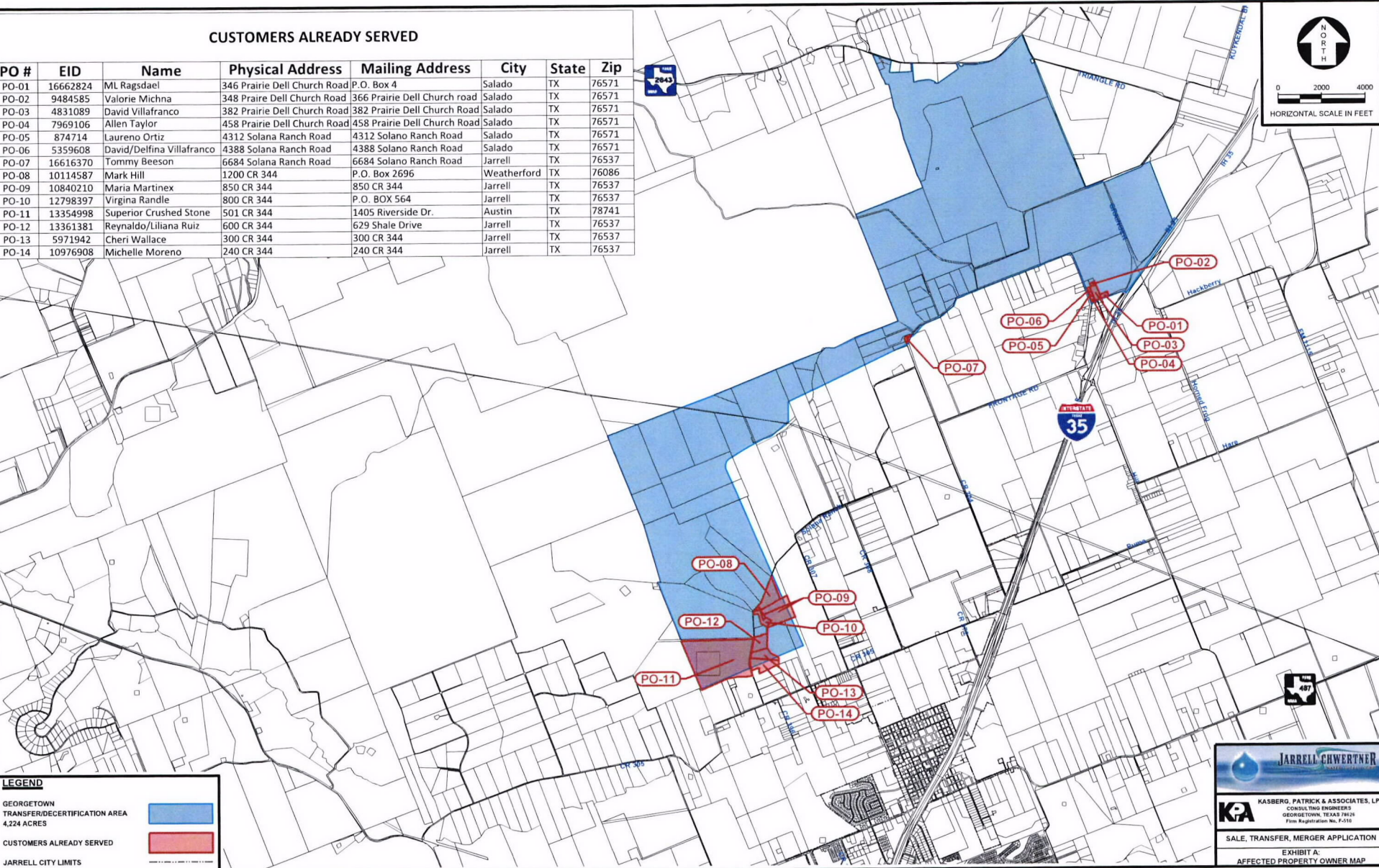
GEORGETOWN
TRANSFER/CERTIFICATION AREA
4,224 ACRES

CUSTOMERS ALREADY SERVED

JARRELL CITY LIMITS



0 2000 4000
HORIZONTAL SCALE IN FEET



JARRELL CHWERTNER
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

KPA HASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

SALE, TRANSFER, MERGER APPLICATION
EXHIBIT A:
AFFECTED PROPERTY OWNER MAP

EXHIBIT 1- B

EXHIBIT B PROOF OF NOTICE OF TWC SECTION 13.248 AGREEMENT

Index:

1. Affidavit, and Certified Agenda and Minutes of City Council Meeting, City of Georgetown
2. Affidavit, and Certified Agenda and Minutes of Board of Directors of Jarrell-Schwertner WSC

EXHIBIT 1

EXHIBIT B-1

AFFIDAVIT OF GLENN W. DISHONG (City of Georgetown, Texas)

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

On this day, Glenn W. Dishong appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

1. "My name is Glenn Dishong. I am the Director of Water Utilities for the City of Georgetown, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.

2. I am employed as the Director of Water Utilities for the City of Georgetown and coordinate on water utility issues directly with my colleagues at the City of Georgetown who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.

3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Georgetown's joint petition with JSWSC Water Supply Corporation filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which is effective 24 November, 2020.

4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.

5. By this affidavit, I am attesting to the date that the City of Georgetown notice was provided and am attaching a copy of that notice-specifically, the City of Georgetown City Council's publicly noticed agenda for its meeting held on 24 November, 2020, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.

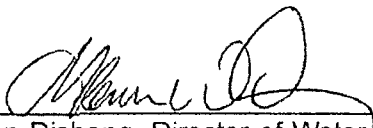
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of

EXHIBIT 1

EXHIBIT B-1

the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Georgetown to make and/or maintain these types of records, or to incorporate into City of Georgetown's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Georgetown for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Georgetown's records. It is the regular practice of the City of Georgetown to make, keep or incorporate these types of records in the course of regularly conducted business activity.

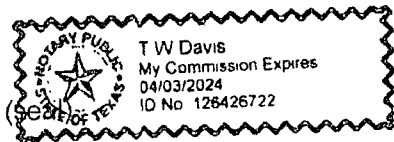
7. There are no retail water customers within the CCN Transfer Area."

By: 
Glenn Dishong, Director of Water Utilities, City
of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on
December 8, 2020, 2020 by Glenn Dishong, Director of Water
Utilities, City of Georgetown, Texas




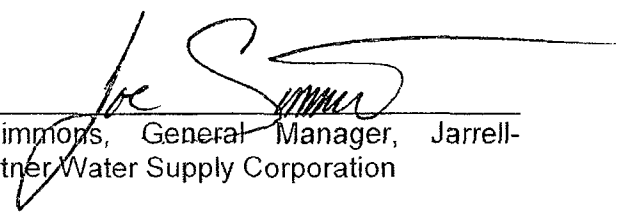

Notary Public, State of Texas

EXHIBIT 1
EXHIBIT B-2

thereafter. It is the regular practice of Jarrell-Schwertner WSC for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into Jarrell-Schwertner WSC's records. It is the regular practice of Jarrell-Schwertner WSC to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are currently 14 Jarrell-Schwertner WSC retail customers located in the CCN Transfer Area."

FURTHER AFFIANT SAYETH NOT.

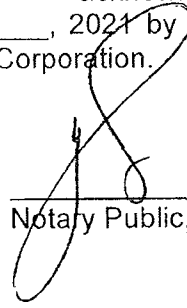
By: 
Joe Simmons, General Manager, Jarrell-Schwertner Water Supply Corporation

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me
on February 23, 2021 by Joe Simmons, General Manager
of the Jarrell-Schwertner Water Supply Corporation.

(seal)


Notary Public, State of Texas

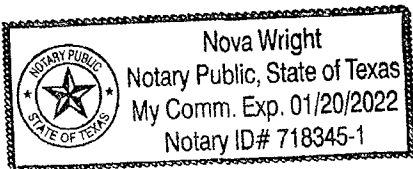


EXHIBIT 1 EXHIBIT B-2

[INSERT JARRELL-SCHWERTNER WSC BOARD MINUTES]



Board Meeting Agenda – November 11th, 2020

The Jarrell-Schwertner Water Supply Corporation has its monthly Board of Director's meeting on, Wednesday, November 11th, 2020 at 6:30 PM. The meetings will be held at the office of the Corporation located at 2393 CR 311, Jarrell, TX 76537.

The following will be on the agenda:

1. Call meeting to order¹
2. Citizen Communications²
3. Discuss and take action: **Read and Approve Minutes of the Regular Meeting of October 14th, 2020.**
4. Discuss and take possible action: **Financial Reports**
5. Discuss and take possible action: **Service Area Transfer Agreement between the City of Georgetown and JSWSC (formally known as Chisolm Trail)**
6. Discuss and take possible action: **Receive Update on Projects and Report from the Capital Improvements Committee**
7. Discuss and take possible action: **Receive Update on Actions or Possible Actions by Central Texas Water Supply Corporation**
8. Discuss and take possible action: **Manager's Report**
9. Discuss and take possible action: **Adjourn**

This Corporation is an equal opportunity provider and employer

¹During the meeting, the Board reserves the right to go into executive session for any of the purposes authorized under V.T.C.A., Government Code, Chapter 551, for any item on the above agenda or as otherwise authorized by law.

²Citizens who desire to address the Board on any matter may sign up to do so prior to this meeting. Public comments will be received during this portion of the meeting. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board.

EXHIBIT 1

EXHIBIT B-2

Minutes 2020, 11-11



**Board of Directors' Meeting
Jarrell Schwertner Supply
2393 CR 311
Jarrell, TX 76537
Wednesday November 11, 2020**

Minutes

Board Members Present:

Mark Harbin
Michael Dunnam
Louis Danek
John Valenta
Mike Cowie
Donnie Tschoerner

Staff Present:

Joe Simmons, GM
Nova Wright

Others Present:

Board Members Absent:

Ed Krause
Pam Oakes
Tom Madden

The meeting was called to order by President Mark Harbin at 6:30 pm.

Citizens Communications

None

Read and Approve Minutes of the Regular Meeting of October 14, 2020

Mike makes a motion to approve the minutes from the regular meeting on October 14, 2020. Louis seconds the motion. Motion carried.

Financial Reports

Louis makes a motion acknowledging financial report and adjustments for October. Michael seconds the motion. Motion carried.

Service Area Transfer Agreement between the City of Georgetown and JSWSC (formally known as Chisolm Trail)

Mike makes a motion that we approve and execute the agreement between City of Georgetown and JSWSC. John seconds the motion. Motion carried.

EXHIBIT 1

EXHIBIT B-2

Minutes 2020, 11-11

Receive Update on Projects and Report from the Capital Improvements Committee

Joe speaks to the Board about all Capital Improvements projects. No action taken.

Receive Update on Actions or Possible Actions by Central Texas Water Supply Corporation

No action taken.

Manager's Report

All bacterial samples collected in October 2020 were negative for bacteria.

The water loss for October: **38.38 %**

The water loss for September is: **28.64 %**

The water loss for August is: **26.02%**

Manager New Truck: FORD F-150 XLT 2020 (Thank you)

Had to release the Plant Operator Shane Hunn. Promoted Jeff Davis to Plant Operator

We are capping 1214 feet of cross-country line from the Amity meter and tapping CTWSC line to supply the 8 meter that was being feed from the cross-country line.

Board of Directors up for re-election:

Mike Cowie

Tom Madden

Donnie Tschoerner

Adjourn

John makes a motion to adjourn at 7:12 pm. Donnie seconded the motion. The meeting was adjourned by unanimous consent.

Mark Harbin - President

Mike Cowie – Vice President

EXHIBIT 1 EXHIBIT B-2

[INSERT JARRELL-SCHWERTNER WSC BOARD MINUTES]