

Control Number: 52035



Item Number: 1

Addendum StartPage: 0

# **\*5**2035



## Application to Obtain or Amend a Water or Setter

## Certificate of Convenience and Necessity

Pursuant to 16 Texas Administrative Code (TAC) Chapter 24, Substantive Rules Applicable to Kover and Sex 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 be 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. <u>DEFICIENT (Administratively Incomplete)</u>: 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.** <u>SUFFICIENT (Administratively Complete)</u>: 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. <u>HEARING ON THE MERITS</u>: 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. <u>LANDOWNER OPT-OUT</u>: A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. **PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. **FINAL RECOMMENDATION**: After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

### FAQ:

### Who can use this form?

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

### Who is required to use this form?

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

### What is the purpose of the application?

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

Application Summary
Applicant: Monarch Utilities I L.P.
CCN No. to be amended: 12983 (water) & 20899 (sewer)
or Obtain NEW CCN Water Sewer
County(ies) affected by this application: Parker
ual CCN requested with:
CCN No.: (name of retail public utility) All of requested area
Decertification of CCN for:
CCN No.: (name of retail public utility) All of requested area

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Part G: Notice Information	
Appendix A: Historical Financial Information (Balance Sheet and Income Schedule)	
Appendix B: Projected Information	

Please mark the items included in this filing

${\color{black}{\boxtimes}}$	Partnership Agreement Articles of Incorporation and By-Laws (WSC)	Part A: Question 4 Part A: Question 4
	Certificate of Account Status	Part A: Question 4
X	Franchise, Permit, or Consent letter	Part B: Question 7
Ĥ	Existing Infrastructure Map	Part B: Question 8
Н	Customer Requests For Service in requested area	Part B: Question 9
Π	Population Growth Report or Market Study	Part B: Question 10
X	TCEQ Engineering Approvals	Part B: Question 11
Ĥ	Requests & Responses For Service to <sup>1</sup> / <sub>2</sub> mile utility providers	Part B: Question 12.B
	Economic Feasibility (alternative provider) Statement	Part B: Question 12.C
Η	Alternative Provider Analysis	Part B: Question 12.D
X	Enforcement Action Correspondence	Part C: Question 16
	TCEQ Compliance Correspondence	Part D: Question 20
	Purchased Water Supply or Treatment Agreement	Part D: Question 23
	Rate Study (new market entrant)	Part E: Question 28
$\times$	Tariff/Rate Schedule	Part E: Question 29
$\times$	Financial Audit	Part E: Question 30
XXXXXXXX	Application Attachment A & B	Part E: Question 30
X	Capital Improvement Plan	Part E: Question 30
X	Disclosure of Affiliated Interests	Part E: Question 31
$\mathbf{X}$	Detailed (large scale) Map	Part F: Question 32
$\mathbf{X}$	General Location (small scale) Map	Part F: Question 32
$\mathbf{X}$	Digital Mapping Data	Part F: Question 32
$\times$	Signed & Notarized Affidavıt	Page 12

	Part A: Applicant Information
1.	A. Name: Monarch Utilities I L.P.
	(individual, corporation, or other legal entity) Individual Corporation WSC Other: LP B Mailing Address: 12535 Reed Road
	B. Mailing Address: 12535 Reed Road Sugar Land, TX 77478
	Phone No.: (830) 207-6100 Email: SWWC.COM
	C. <u>Contact Person</u> . 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 Ave Parkway, Ste 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?
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: See Attachment 1 for Certificate of Account Status
	Partnership or limited partnership (attach Partnership agreement) Attachment 2
	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):
	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: N/A

	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 is to amend Monarch's water CCN in Parker County, specifically the existing service area of Western Lake Estates to enable it to provide water service to a new residential community known as Elevation Estates. Additionally it amends the area to include existing customer locations that are outside of and contiguous to the current CCN boundaries. The area requested is not within the existing certificated area of another utility and no dual certification or decertification of CCN areas is required. The area requested is expected to include 194 new residential lots, nine commercial lots, and approximately 170 existing connections currently outside the area. New water supply facilities are to be constructed and will be connected to the existing facilities of Western Lake Estates (PWS No.1840014).
7.	The requested area (check all applicable):
	$\bigcirc$ Currently receives service from the Applicant $\bigcirc$ Is being developed with no current customers
	Overlaps or is within municipal boundaries Overlaps or is within district boundaries
	Municipality: District:
	Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:
	n/a
8.	Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:
	There are already about 170 customers currently served in the requested area. A new development of primarily single-family housing is planned for the remainder of the requested area. Lots are sized so that retail public water and service is required. See Attachment 3, Developer's Agreement, provided separately under Confidentiality.
9.	See Developer's schedule in Has the Applicant received any requests for service within the requested area? Agreement provided with
	Confidential Materials - Attachment 3 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 See Developer's schedule in Agreement
11.	A. Will construction of any facilities be necessary to provide service to the requested area?
	Yes* No *Attach copies of TCEQ approval letters Attachment 4
	B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: 03/11/2021

	C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:           Development construction is expected to begin by late spring of 2021, including the required water system infrastructure.
	<ul> <li>Describe the source and availability of funds for any required facilities to serve the requested area:</li> </ul>
	Capital construction costs will be shared between developer contributions in aid of construction and Monarch from internal resources with no need for external funding.
	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:
	Existing customers are served by the water system serving Western Lake Estates (PWS No. 1840014) and the new addition will be connected to and served by it. There are no other utilities within one half mile from the outer boundary of the requested CCN area.
	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
	<b>C.</b> 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.
	<b>D.</b> If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:
	<ul> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
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.

	Monarch is the second-largest investor-owned water and wastewater utility in Texas and has adequate financial, operational, and managerial expertise and capacity to serve the proposed development without negatively affecting existing customers. There are no retail public utilities of the same kind serving within the requested CCN area, and landowners in the requested CCN area will not be negatively 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:
	The new development portion of the requested area currently has no customers and is not being served. Monarch will provide retail public utility service that meets or exceeds all standards and requirements of the Public Utility Commission of Texas and the Texas Commission on Environmental Quality.
15.	Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:
	Monarch is the second-largest investor-owned water and wastewater utility in Texas and has adequate financial, operational, and managerial expertise and capacity to serve the proposed development. Monarch currently provides service to over 30,000 customers in the state. Monarch has other systems nearby and will provide daily operations out of a nearby regional service center.
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 See Attachment 5
	*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:
	A new development of single family homes and small commercial customers will be phased in on previously undeveloped land. All local, regional, and state planning requirements and approvals are being followed. Proper construction protocols will be followed to ensure that the environmental integrity of the land will not be disrupted or negatively 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?
	No. There are currently no economically distressed areas within the requested CCN.

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:

See Attachment 6 for list.

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

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

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
	See Attachment 7		

\*Attach evidence of compliance with TCEQ for each PWS

**B.** Complete the following for <u>all</u> 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- See Attachment 8			
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: 1840014 WQ -

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

Water				Sewe	Sewer		
	Non-metered	31	2"	4,362	Residential		
29,512	5/8" or 3/4"	8	3"	43	Commercial		
169	1"	2	4"		Industrial		
31	1 1/2"	3	Other	1	Other		
Total Water Connections:		29,756	T	Total Sewer Connections: 4,406			

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

Water			Sewer
	Non-metered	2"	Residential
194	5/8" or 3/4"	3"	Commercial
9	1"	4"	Industrial
	1 1/2"	Other	Other
Total Water Connections:		203	Total Sewer Connections: n/a

23.	A. Will the	system serving t	he requested area purchase	water or sewer treatm	ent capacity fro	om another source?
	Yes* No *Attach a copy of purchase agreement or contract.					
		Capacity is	s purchased from:			
		W	ater:			
			wer:		_	
	<b>B.</b> Are any o		s PWS's required to purchas			m capacity requirements
		's drinking wate			-	
	X Yes	No No				
			pply or treatment purchased hased water or sewer treatm		r contract? Wha	at is the percent of overall
			Amount in Gallons	Percent of a	lemand	
		Water:	325,978,069	12%	)	
		Sewer:	7,643,100	5%		
25.			license number of the oper o the requested area:	ators that will be resp	ponsible for the	operations of the water or
	N	ame (as it appe	ars on license)	Class	License No.	Water/Sewer
		Chad C	rafton	C- GW	WG0009179	Water
		Albert A		B- GW, C-SW	WS0012669, WG00129	
		Tracy J. James W		C- GW, BPA, CSI C- GW	WG0004053, BP0007767, Cl0004 WG0017252	129 Water Water
		Janes **		0-011		Walei
26.	standards Standards Standards Standards	? No letails on each r	equired for the existing PWS	vement necessary to	correct deficier	
	or Comm	ission standards	(attach any engineering rep	orts or TCEQ approv	al letters):	
	Description of the Capital Improvement: Estimated Completion Date: Estimated Cost:					
	See Atta	chment 9 - filed with	Confidential materials			

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### **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: Attachment 10

A. Effective date for most recent rates: Interim rates effective 02/01/2021

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



Application or Docket Number: 50944

**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 Confidentially

### 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;
- A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or See Capital Improvement Plan and Financials Attachment 11 filed with Confidential Materials.
- 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.
- Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant.
   See Attachment 12

### 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: See Attachment 13
  - 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: See Attachment 14
  - 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.	<ul> <li>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:</li> </ul>			
	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>b.</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.	<b>33.</b> 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 t	he requested area is approximately:			
	Number of custome	r connections in the requested area:			
		The closest city or town: Weatherford			
	Approximate mi	leage to closest city or town center: 8			
	Direction to closest city or town: <b>north</b>				
	The requested area is generally bounded on the North by: Thompson Road and Fletcher Road				
		on the East by: Spring Creek			
		on the South by: Old Tin Top Road and unnamed private road			
		on the West by: Bethel Road			
34.	A copy of the proposed m	ap will be available at SouthWest Water Company, 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.

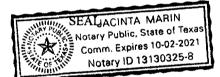
(owner, member of partnership, title as officer of corporation, or authorized representative) I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements 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 BEFOI	RE ME, a Notary Publi	ic in and fo	r the S	State of Texas	
		this day the	30Th	of	Narch	, 20 24



	Samitaplan
-	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
_	banta Marin
_	PRINT OR TYPE NAME OF NOTARY

My commission expires: 10 | 2 | 202-1

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### LIST OF ATTACHMENTS

1	Certificate of Account Status	
2	Partnership Agreement	
3	Developer's Agreement	CONFIDENTIAL
4	TCEQ Approvals Information	
5	Applicant's Compliance Status	
6	Neighboring Utilities and Affected Entities	
7	Applicant's PWS	
8	Applicant's WQ Permits	
9	Capital Improvement Plan	CONFIDENTIAL
10	Tariff	
11	Applicant's Capital Improvement Plan and Financial Info	rmation CONFIDENTIAL
12	Affiliated Interests	
13	General Location (small scale) Map	
14	Detailed (large scale) Maps	
15	Digital Mapping Data	uploaded electronically

Attachment 1

Certificate of Account Status

Part A: Q4





### **Franchise Tax Account Status**

As of : 04/06/2021 11:02:25

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	ТХ
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

Attachment 2

Partnership Agreement

Part A: Q 4

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Geoffrey S. Connor Secretary of State

### Office of the Secretary of State

### CERTIFICATE OF FILING OF

Monarch Utilities 1 L.P. 800034797

[formerly: Tecon Water Company, L.P.]

The undersigned, as Secretary of State of Texas, hereby certifies that an amendment to the certificate of limited partnership or the application for registration as a foreign limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 07/30/2004 Effective: 07/30/2004



Geoffrey S. Connor Secretary of State

PHONE(512) 463-5555 Prepared by, Kaly Blaylock Come visit us on the internet at http://www.sos.state.tx.us/ FAX(512) 463-5709

TTY7-1-1

Jul-26-2004 02:19pm

From-Suburban Water Systems

6263316363

7-211 P 002/005 F-651

In the Office of the Secretary of State of Texas

#### CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP OF TECON WATER COMPANY, L.P.

Corporations Section

JUL 3 0 2014

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

- 1. The name of the limited partnership is Tecon Water Company L.P.
- 2. The certificate of limited partnership is amended as follows:
  - The name of Tecon Water Company L.P. be changed to Monarch Utilities I L.P.
  - The address of Monarch Utilities ILP be changed to One Wilshire Building, 624 S. Grand Ave., Suite 2900, Los Angeles, California 90017.
  - The officers of Monarch Utilities, I L.P. be changed to:

Michael O. Quinn Peter J. Moerbeek Richard J. Shields President Treasurer Vice President and Secretary

Dated: July 27, 2004

TECON WATER COMPANY L.P.

By: Dichar D. a

Michael O. Quinn, President, Texas Water Services Group, LLC, Its General Partner

610335.0001 WEST 5561212 vi

### 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 <u>Definitions</u>. 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; <u>provided, however</u>, 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:

	Percentage Interest
General Partner	0.1%
Limited Partner	99. <b>9%</b>

"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 <u>Formation of Limited Partnership</u>. 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 <u>Name</u>. 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 <u>Character of Business</u>. 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 <u>Principal Place of Business</u>. 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 <u>Fiscal Year.</u> 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 <u>Names and Addresses of Partners</u>. The names and addresses of the Partners are as set forth on Exhibit "A" hereto.

27 <u>Term</u>. 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 <u>Registered Office</u>. 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 <u>Registered Agent</u>. 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) <u>Initial Capital Contribution</u>. 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) <u>Additional Contributions</u>. 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 <u>Distributions and Allocations</u>. 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 <u>Interest</u>. No Interest shall be paid by the Partnership on contributions to the capital of the Partnership.

3.4 <u>Withdrawal and Return of Capital.</u> 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, seli, 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) <u>Certificate of Limited Partnership</u>. 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) <u>Tax Matters Partner</u>. 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) <u>Records</u> 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) <u>Interests in Other Entities.</u> 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 <u>Title to Partnership Assets</u>. 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 <u>No Compensation</u>. Except as provided in Section 4.5, no Partner shall be compensated for its services provided as a Partner to the Partnership

4.5 <u>Reimbursement of Expenses.</u> 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 <u>Consent in Lieu of Meeting</u>. 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 <u>General</u>. 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 <u>Transfer of Interest of General Partner</u>. 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 <u>Transfer of Interest of Limited Partners</u>. 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 <u>Removal of General Partner</u>. 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, 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 <u>Dissolving Events</u>. 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

6.2 Winding Up of the Partnership.

Act.

(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 <u>Grant of Power of Attorney.</u> 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 <u>Nature of Power of Attorney.</u> 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 <u>Other Instruments</u>. 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 <u>Waiver of Partition</u> 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 <u>Entire Agreement</u>. 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 <u>Severability.</u> 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 <u>Notices.</u> 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 of 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 <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

8.6 <u>Successors and Assigns.</u> 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 <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

8.8 <u>Headings</u>. 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 <u>Amendment of Partnership Agreement</u>. 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 G. Boyles, President By:

Limited Partner:

TECON WATER COMPANIES, INC

By: John H. McClellan, Vice President

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### EXHIBIT "A"

Partner and Address	<u>Contribution</u>	<u>Net Capital</u> <u>Account</u> Balance
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	<b>\$9,99</b> 0.00

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Attachment 3

**Executed Agreement** 

Part B: Q7

Confidential Documents to be submitted separately Attachment 4

TCEQ Engineering Approvals

Part B: Q 11



P.O. Box 421 208 South Front Street Aledo, Texas 76008 817-441-1300 p 817-441-1033 f www.wasteline-eng.com

March 11, 2021

Plan Review Team, MC-159 Texas Commission on Environmental Quality PO Box 13087 Austin, Texas 78711-3087

Attn: Plan and Technical Review Section Water Supply Division

Re: Water Supply Plant #4 Western Lake Estates (PWS 1840014) Parker County, Texas

Gentlemen:

Please consider the following during review of our construction plans and project specifications:

1. There are no known abandoned or inoperative wells and/or existing or potential pollution hazards within  $\frac{1}{4}$  mile of the proposed project or either of the two (2) proposed wells.

There are no sewage treatment plants, lands on which sewage plant or septic tank sludge is applied, lands irrigated by sewage plant effluent; animal feed lots, livestock and animal pens; solid waste disposal sites known to be within 500 feet of the proposed project or either of the two (2) proposed wells.

There are no sewage wet wells, sewage pump stations, ditches containing sewage treatment waste or industrial waste known to be within 300 feet of the proposed project or either of the two (2) proposed wells.

There are no septic tank perforated drain fields, absorption beds, evapotranspiration beds, privies; underground fuel storage tanks; cemetery; areas irrigated by low dosage, low angle spray on-site sewage facilities; underground petrochemical storage tanks or pipelines, water wells that do not meet Public Drinking Water Standards known to be within 150 feet of the either of the two (2) proposed wells.

There are no tile or concrete sanitary sewers, septic tanks, livestock in pastures, or storm sewers known to be within 50 feet of either of the two (2) proposed wells.

2. The location of the each of the two (2) proposed ground storage tanks meets the setback distances of 30 TAC Section 290.43(b).

3. We are seeking approval of both of the two (2) water wells and the single water supply plant.

4. The project will include water distribution lines from the water supply plant to the entirety of the planned subdivision and lines from each of the two (2) wells to the water supply plant. Plans call for the installation of approximately 2,060 linear feet of 2" Sch 40 PVC pipe, 3,720 linear feet of 3" Sch 40 PVC pipe, and 10,320 linear feet of 6" C900 DR 25 PVC pipe. Water distribution lines will be installed to meet the requirements of 30 TAC Section 290.44(e) with a separation distance of not less than 10 feet to any proposed sewer line.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Very truly yours, WASTELINE ENGINEERING, INC. Texas Registered Engineering Firm #F-1669

Glenn Breisch, P.E.

# Attachment 5

**Enforcement Action Status** 

#### Enforcement Action Status Part E: Question 18, Part D Question 12

System	Docket No.	Water/Wastewater	Violation	Date AO Signed by TCEQ	Original TCEQ Compliance Date	Extension Request Compliance Date	SWWC Compliance Achieved	Notice of Compliance Rec'd by SWWC	Comments
Oak Trail Shores	2020-0221-PWS-E	Water	TTHMs	Awaiting TCEQ Signatur <del>e</del>	TBD	NA	CI2 2020	9/8/2020	System returned to compliance with running annual average in Q2 2020
Lakeway Harbor	2020-0246-PWS-E	Water	TTHMs/HAA5s	Awaiting TCEQ Signature	TBD	NA	Q2 2020	9/30/2020	System returned to compliance with running annual average in Q2 2020. AO approved by the Commission Awaiting Notice of Compliance.
Indian Hills Harbor	2019-0429-PWS-E	Water	Plan Review & Booster Pump Capacity	Awaiting TCEQ Signature	TBD	NA	Currently out of compliance		Pressure readings submitted to TCEQ Regional office awaiting response Engineering Report submitted to TROT and the regional office.



Compliance deadline extension to be requested Compliance achieved prior to compliance date

Working toward compliance

## Attachment 6

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

Part B: Q 19

# Application of Monarch Utilities I L.P. to Amend CCN 12983 – Service area of Wester Lake Estates Neighboring Utilities and Affected Entities

Horseshow Bend Water Company LLC	CCN 10263
Rio Brazos WSC	CCN 11827
City of Weatherford	CCN 10282
Aqua Texas, Inc.	CCN 13201
Parker County Judge	

Upper Trinity Groundwater Conservation District

Attachment 7

All PWS Associated with the Applicant's CCN

Part D: Q 20 A.

County	Water Systems	PWS ID Number	Subdivisions	Last Inspection	
Bandera	Lake Medina Shores	0100037	Lakeshore Beach, Wharton Dock, Lake Medina Shores, Lake Point	2/6/2020	
Brazoria	Holiday Shores	0200029	Holiday Shores	9/24/2019	
	1 1		Houston Raceway Park, West Chambers County		
Chambers	Tower Terrace	0360069	Estates, Tower Terrace	1/8/2019	
	Denton Creek Estates	0610015	Denton Creek Estates, Aero Valley Airport	11/20/2018	
D	Ponderosa Addition	0610175	Sunrise Circle Estates, Ponderosa, Wild West	5/20/2016	
Denton	Stonecrest Estates	0610059	Addition, Stonecrest Estates,	11/6/2015	
	Wynnwood Haven Estates	0610037	Wynnwood Haven, Estates, Snug Harbor	11/9/2015	
			Glen Eden, Hiland Shores, Lakeview, Little Mineral		
	Ridgecrest (Grayson)	0910035	MHP, Millers Estates, Oak Estates, Preston Cove,	2/15/2018	
	Rugeerest (Grayson)	0710035	Preston Forest, Preston Oaks, Preston Point Bend,	_,,	
			Ridgecrest, Van Antwerp Hanna Cove Estates, Rocky Point Estates "A",		
	Rocky Point Estates	0910038	Rocky Point Estates "B", Rock Point "A", Hanna	2/15/2018	
			Ranchettes		
Grayson	Sherwood Shores	0910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres,	1/30/2020	
			Sherwood Shores Angler's Estates, Cedar Oak Hills, Eagle Chase,		
			Fairway Hollow, Greenway Bend, Lakecrest		
		1	Village, Mill Creek Homesites, Oak Meadow		
	Tanglewood-on-Texoma	0910052	Estates, Paradise Cove, Russwood-on-the-Lake,	4/19/2018	
			Summons Shores, Sumrse Curcle, Tanglewood Hills, Tanglewood Resort, Cambridge Shores, Highport,		
			Mill Creek Meadows		
Harris	Villas of Willowbrook	1013599	Villas of Willowbrook	11/4/2019	
пань	Western Trails	1010230	Western Trails Subdivision	2/12/2015	
			Amberwood, Bootstring Farms, Branch View		
			Addition, Buda Business Park, Casey-Kyle, Double R, Dove Hill Estates, Goforth Estates, Green	11/18/2019	
	Plum Creek	1050028	Pastures, Interstate Business, Kyle Crossing-Home		
Hays			Depot, Park South, Pinafore Park, Rolling Hills		
			Estates, South Buda Business Park, Two Way,		
	River Oaks Ranch	1050099	Village at Buda, Indian Paintbrush River Oaks Ranch	1/30/2019	
		1030077	Brentwood Estates, Deep Water Estates, Forest	2,000,2020	
		1070069	Shores, Greenwood Cove, Hidden Harbor, Indian		
	Beachwood Estates		Oaks, Beachwood Estates, Oak Forest Estates,	6/18/2020	
			Pebble Beach, Seis Hombres, Spillview Acres, Three-Way View, Treasure Isle, Waterboard		
	Briarwood Harbor	1070220	Bnarwood Harbor	3/7/2019	
			Bluffview, Brushy Creek, Bushwacker Estates,		
			Carolynn Estates, Enclave, Esquire Estates II,		
	Carolynn Estates / Pinnacle Club	1070106	Green Acres, Hidden Hills Harbor, Hillside Acres,	1/15/2019	
			Lynn Creek Cove, Payne Springs Estates, Forest Glen, The Highlands at Cedar Creek Lake,		
			Michael's Cove, Pinnacle Club		
Henderson			Allen Ranch, Carson Addition, Coleman Tract, La		
	Cherokee Shores	1070206	Martinique, Landmarck Passage, Manning Ranch,	6/18/2020	
			Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee Shores		
	Dal-High	1070159	Dal-High Addition	7/26/2019	
	-		Brierwood Bay, Coffee City*, Diamond Head Bay,		
	Highsaw	1070124	Coffee Landing Addition, Fincastle Farms,	9/26/2016	
	1		Highsaw, Hillside Estates		
	Lollipop Landing	1070039	Lollipop Landing	9/26/2017	
			Cooper Estates Lakeway Oal Trail Shares Shileh		
	Westwood Beach	1070085	Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach	10/25/2019	
		1110055		10/25/2010	
	Acton ( Royal Oaks) Comanche Cove	1110055 1110060	Acton Royal Oaks Hentage Heights, Scenic View, Comanche Cove	10/25/2019 1/10/2020	
			Comanche Point, Island Village, Ports O'Call,		
	Comanche Harbor	1110022	Comanche Harbor	11/13/2018	
	Granbury Acres	1110109	377 Sunset Strip, Granbury Acres	10/25/2019	
	Hideaway Bay Estates	1110002	Hideaway Bay	11/13/2018	
Hood	Montego Bay Estates	1110044	Montego Bay	9/25/2019	
	Oak Trail Shores	1110004	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor	11/29/2017	

Q D 20 A. MONARCH WATER - SUBDIVISIONS AND INSPECTIONS

County	Water Systems	PWS ID Number	Subdivisions	Last Inspection
	Western Hills Harbor	1110005	Western Hills Harbor, Whisperview Village, Kings Plaza	12/6/2019
	Crowley One Acre	1260011	Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes	4/10/2019
	Falcon Crest Addition	1260076	Falcon Crest Addition	3/20/2019
	Metroplex Homesteads	1260074	Metroplex Homesteads, The Homesteads	6/23/2020
	Nolan River Estates	1260099	Nolan River Estates	6/20/2020
	Ridgecrest Estates (Johnson)	1260035	Misty Hollow, Ridgecrest	3/20/2019
	Shaded Lane Estates	1260103	Shaded Lane Estates	6/26/2018
Johnson	Southern Acres	1260094	Southern Acres	5/23/2017
	Sundance Addition	1260025	Space Acres North, Space Acres, X-Cell Ranch	4/10/2019
	T Did., Figh	12(0025	Estates, Sundance	
	Tex-Rides Fifth Triple H Estates	1260037	Tex-Rides Fifth	4/14/2016
	Twin Creeks Addition	1260116 1260038	Triple H Estates Rolling Acres, North Hills Estates, Twin Creeks	5/23/2017 2/28/2019
			Addition	
	West Meadows	1260063	West Meadows	4/10/2019
	West Park Village	1260077	West Park Village	5/16/2017
Liberty	Raywood	1460041	Raywood	8/8/2019
Marion	Indian Hills Harbor	1580063	Indian Hills Harbor	8/31/2016
	Pine Harbor	1580023	Pine Harbor	9/17/2019
Matagorda	Camelot Forest	1610058	Camelot Forest	7/26/2019
Medina	Lake Medina Shores	0100037	Holiday Villages of Medina, Lake Medina Shores	2/6/2020
	Crystal Springs	1700331	Crystal Springs	1/8/2020
Monteomore	Decker Hills	1700386	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place	10/15/2019
Montgomery	Hulon Lakes	1700014	Hilltop Village, Woodcreek Valley, Hulon Lakes	3/29/2016
	Oak Woods	1700454	Oak Woods	12/18/2018
	Serenity Woods	1700483	Pine Loch, Serenity Woods	3/24/2016
	Green Acres	1840120	Green Acres, Robertson Village	1/9/2020
	Spanish Park Estates	1840026	Spanish Park Estates	1/9/2020
Parker	Western Lake Estates	1840014	Cedar Ridge (Formerly Ruby Ridge), Brazos Ridge Estates, Western Lake Estates	12/4/2018
	Westview (Parker)	1840105	Westview	1/9/2020
	Chesswood	1870088	Chesswood	1/30/2018
	Countrywood	1870138	Country Wood	3/22/2017
	Garden Acres	1870160	Garden Acres	1/30/2018
Polk	Longhorn Valley	1870152	Longhorn Valley	1/21/2020
	Oak Terrace Estates	1870055	Oak Terrace Estates	11/30/2018
	Phillips Acres	1870146	Phillips Acres	1/30/2018
	Pinwah Pines	1870130	Pinwah Pines	1/3/2017
	Bluewater Cove	2040059	Bluewater Cove	1/3/2017
	Cedar Valley	2040035	3	
	Coldspring Terrace	2040045	Cedar Valley Coldspring Terrace	6/12/2020 1/30/2018
San Jacinto	Governor's Point			
Sur Juenno	Governor's Point	2040008	Governor's Point Hidden Coves, Holiday Village of Livingston,	3/13/2019
	Holiday Villages of Livingston	2040067	Palmetto Point	3/22/2017
	Shepherd Hill Estates	2040061	Shepherd Hills Estates, Shepherd Ranch Estates	11/2/2017
Smith	Lakeway Harbor	2120064	Lakeway Harbor	6/7/2016
	Pine Trail Shores	2120035	Pine Trail Shores	1/2/2019
	Benbrook Hills	2200313	Benbrook Hills	7/18/2019
	Markum Ranch Estates	2200281	Markum Ranch Estates	12/6/2018
Tarrant	Silver Saddle	2200299	Silver Saddle Gun Club, Cabot Estates, Willow Creek Additions,	12/6/2018
	Westside Addition	2200079	Westside	7/18/2019
Travis	Inverness Point Water System	2270102	Crosswind Hidden Hills, Inverness Point and Lakehurst	6/14/2019
Trinity	Harbor Point	2280035	Harbor Point	1/30/2018
Van Zandt	Callender Lake	2340007	Callender Lake, Hickory Hills	7/10/2019
	Aurora Vista	2490051	Aurora Vista*	8/7/2019
	Chisholm Hills	2490044	Chisholm Hills	7/12/2018
	Coyote Ridge	2490053	Coyote Ridge	7/12/2018
Wise	Hills of Oliver Creek	2490046	Hills of Oliver Creek	1/18/2018
W ISC	Las Brisas	n/a	Las Brisas Estates	#N/A
	Sage Brush Estates	2490058	Sage Brush Estates	9/21/2017
	Skyview Ranch	2490061	Skyview Ranch	7/12/2018
	Windmill Trails	2490050	Windmill Trails	10/10/2017
		=		

Attachment 8

All WQ Dischargers Associated with Applicant's CCN

Part D: Q 20 B.

County	Wastewater Systems	TCEQ WQ No.	Subdivisions	Inspection
Chambers	Tower Terrace	WQ 12478-001	Houston Raceway Park, West Chambers County Estates, Tower Terrace	7/1/2019
Grayson	Tanglewood-on-Texoma	collection only	Eagle Chase, Fairway Hollow, Greenway Bend, Highport, Sunrise Circle, Tanglewood Hills, Tanglewood Resort	n/a
Harris	Villas of Willowbrook	collection only	Villas of Willowbrook	n/a
	Beachwood Estates	WQ 11282-001	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	4/18/2018
Henderson	Pinnacle Club Cherokee Shores	WQ 13879-001 WQ 11506-001	Pinnacle Club 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	4/18/2018
Medina	Lake Medina Shores	WQ 14167-001	Holiday Villages of Medina. Lake Medina Shores	10/15/2015
Montgomery	Decker Hills	WQ 12587-001	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place	11/29/2018
San Jacinto	Bluewater Cove Holiday Villages of Livingston	WQ 14179-001 WQ 14056-001	Bluewater Cove Hıdden Coves, Holıday Village of Lıvıngston,	12/17/2019 10/10/2019
Trinity	Harbor Point	WQ 13547-001	Palmetto Point Harbor Point	12/19/2017
Wood	Lake Fork Estates	WO 14055-001	Holiday Villages of Fork	7/18/2019

#### QUESTION D 20 B. MONARCH WASTEWATER SYSTEMS - SUBDIVISIONS AND MOST CURRENT INSPECTION

Attachment 9

Capital Improvements and Additions

Part C: Q 26 b.

Confidential Documents to be submitted separately Attachment 10

Tariffs

Part E: Q 29

NOTE: Official Interim Rate Tariffs are pending and new tariffs will be issued in Docket 50944



Monarch Utilities I L.P. (Utility Name) 12535 Reed Road (Business Address)

Sugar Land, Texas 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:

<u>12983</u>

This tariff is effective in the following counties:

Bandera, Bexar, Brazoria, Chambers, Comal, Denton, Gillespie, Grayson, Guadalupe, Harris, Hays, Henderson, Hood, Johnson, Kendall, Kerr, Liberty, Marion, Matagorda, Medina, Montgomery, Parker, Polk, San Jacinto, Smith, Tarrant, Travis, Trinity, Tyler, Van Zandt, Wise, and 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 and public water systems in the environs, except for the cities of Aurora and Coffee City that have surrendered rate jurisdiction.

This tariff is effective in the following subdivisions and public water 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):

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APPENDIX A – DROUGHT CONTINGENCY PLAN APPENDIX B – APPLICATION FOR SERVICE APPENDIX C – AGREEMENT FOR TEMPORARY WATER SERVICE

County	TCEQ Water Systems	PWS ID Number	Subdivisions	
	Enchanted River Estates	0100039	Enchanted River Estates	
Bandera	Lake Medina Shores	0100037	Lakeshore Beach, Wharton Dock, Lake Point Holiday Villages of Medina, Lake Medina Shores (Medina County)	
	River Bend Estates	0100042	River Bend Estates	
	Bavarian Hills	0150235	Bavarian Hills	
Bexar	Coolcrest Water System	0150046	Coolcrest	
	Stage Coach Hills	0150096	Stagecoach Hills	
	Oaks North Mobile Home Estates	0150135	Oak North Mobile Home Estates	
	Country Springs Water Company	0150421	Country Bend	
Brazoria	Holiday Shores	0200029	Holiday Shores	
Chambers	Tower Terrace	0360069	Houston Raceway Park, West Chambers County Estates, Tower Terrace	
	Oak Village North***	0460037	Oak Village North	
Comal	Rim Rock Ranch	0460211	Rim Rock Ranch	
	Windmill Ranch Subdivision***046022		Kestrel Air Park, Windmill Ranch Subdivision	
	Denton Creek Estates	0610015	Denton Creek Estates, Aero Valley Airport	
Denton	Ponderosa Addition Utilities	0610175	Ponderosa Addition, Wild West Addition,	
	Stonecrest Estates	0610059	Stonecrest Estates, Sunrise Circle Addition	
	Wynnwood Haven Estates	0610037	Wynnwood Haven Estates, Snug Harbor	
Gillespie	Oakview Water System	0860107		
	Ridgecrest	0910035	Ridgecrest, Glen Eden, Hiland Shores, Lakeview, Little Mineral MHP, Millers Estates, Oak Estates, Preston Cove, Preston Forest, Preston Oaks, Preston Point Bend, Ridgecrest, Van Antwerp, VFW Post	
	Rocky Point Estates	0910038	Hanna Cove Estates, Rocky Point Estates "A Rocky Point Estates "B", Hanna Ranchettes, Mainer Cay Estates, Tiny Home Vacation Resorts	
	Sherwood Shores	0910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres, Sherwood Shores	
Grayson	Tanglewood-on-Texoma	0910052	Angler's Estates, Cedar Oak Hills, Eagle Chase, Fairway Hollow, Greenway Bend, Lakecrest Village, Mill Creek Homesites, Oa Meadow Estates, Paradise Cove, Russwood- on-the-Lake, Simmons Shores, Sunrise Circle Tanglewood Hills, Tanglewood Resort, Cambridge Shores, Highport, Mill Creek Meadows, Whispering Meadows, Pecan Valley Addition, The Woods of Fossil Ridge, Fossil Ridge on Lake Texoma, Tanglewood Crossing, Barnes Enterprises, Lakecrest	
			Addition	

County	TCEQ Water Systems	PWS ID Number	Subdivisions
Uamia	Villas of Willowbrook	1013599	Villas of Willowbrook
Harris	Western Trails Subdivision	Sub (of Willowbrook)NumberSub ()of Willowbrook1013599Villas of Willowbroodorn Trails Subdivision1010230Western Trailsngton Estates1050124Huntington EstatesCreek***1050028Amberwood, Bootstri Addition, Buda Busin Double R, Dove Hill Green Pastures, Inters 	Western Trails
	Huntington Estates	1050124	
Hays	Plum Creek***	1050028	Amberwood, Bootstring Farms, Branch View Addition, Buda Business Park, Casey-Kyle, Double R, Dove Hill Estates, Goforth Estates, Green Pastures, Interstate Business, Kyle Crossing-Home Depot, Park South, Pinafore Park, Rolling Hills Estates, South Buda Business Park, Two Way, Village at Buda, Indian Paintbrush
	<b>River Oaks Ranch</b>	1050099	River Oaks Ranch
	Beachwood Estates & North Trinidad	1070069	Brentwood Estates, Deep Water Estates, Forest Shores, Greenwood Cove, Hidden Harbor, Indian Oaks, Beachwood Estates, Oak Forest Estates, Pebble Beach, Seis Hombres, Spillview Acres, Three-Way View, Treasure Isle, Waterboard
	Briarwood Harbor	1070220	Briarwood Harbor, Camp Big Cedar
	Carolynn Estates	1070106	Bluffview, Brushy Creek, Bushwacker Estates, Carolynn Estates, Enclave, Esquire Estates II, Green Acres, Hidden Hills Harbor, Hillside Acres, Lynn Creek Cove, Payne Springs Estates, Forest Glen, The Highlands at Cedar Creek Lake, Michael's Cove, Pinnacle Club
Henderson	Cherokee Shores Water Supply	1070206	Allen Ranch, Carson Addition, Coleman Tract, La Martinique, Landmarck Passage, Manning Ranch, Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee
	Dal-High Water System	1070159	Dal-High Addition
	Highsaw	1070124	Brierwood Bay, Coffee City*, Diamond Head Bay, Coffee Landing Addition, Fincastle Farms, Highsaw, Hillside Estates, Hill- McCauley Tract
	Lollipop Water Works	1070039	Lollipop Landing
	Westwood Beach	1070085	Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach
	Acton Water Royal Oaks	1110055	Acton Royal Oaks
	Comanche Cove & Heritage Heights	1110060	Heritage Heights, Scenic View, Comanche Cove
Hood	Comanche Harbor & Port O'Call	1110022	Comanche Point, Island Village, Ports O'Call, Comanche Harbor
	Granbury Acres Water System	1110109	377 Sunset Strip, Granbury Acres
	Hideaway Bay Estates	1110002	Hideaway Bay
	Montego Bay Estates	1110044	Montego Bay

County	TCEQ Water Systems	PWS ID Number	Subdivisions	
	Oak Trail Shores	1110004	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor	
	<b>Rancho Brazos Subdivision</b>	1110036	Rancho Brazos	
	Western Hills Harbor	1110005	Western Hills Harbor, Whisperview Village, Kings Plaza	
	Crowley 1 Acre Sky Corp Water	1260011	Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes	
	Falcon Crest Addition	1260076	Falcon Crest Addition	
	Metroplex Homesteads Water Supply	1260074	Metroplex Homesteads, The Homesteads	
	Nolan River Estates	1260099	Nolan River Estates	
	Ridge Crest Addition & Misty Hollow	1260035	Misty Hollow, Ridgecrest Addition Estates	
Johnson	Shaded Lane Estates	1260103	Shaded Lane Estates	
Johnson	Southern Acres Water System	1260094	Southern Acres	
	Sundance Addition	1260025	Space Acres North, Space Acres, X-Cell Ranch Estates, Sundance	
	<b>Tex-Rides Subdivision</b>	1260037	Tex-Rides Fifth	
	Triple H Estates	1260116	Triple H Estates	
	Twin Creek Subdivision	1260038	Rolling Acres, North Hills Estates, Twin Creeks Addition	
	West Meadow Subdivision	1260063	West Meadows	
	West Park Village	1260077	West Park Village	
Kendall	<b>Cascade Mobile Home Park</b>	1300005	Cascade Mobile Home Park	
Kenuan	Platten Creek Water System	1300035	Platten Creek	
	Cedar Springs MHP	1330019	Cedar Springs MHP	
	Center Point	1330007	Center Point	
	Heritage Park Water System	1330080	Heritage Park	
	Hills & Dales	1330030	Hills & Dales	
	Oak Ridge Estates Water System	1330134	Oak Ridge Estates	
Kerr	Southern Hills	1330128	Southern Hills, Montebello Estates, Silver Creek	
	Verde Park Estates	1330027	Verde Park Estates	
	Vista Hills	1330169	Vista Hills	
	Westwood Water System	1330015	Westwood Park, Monarch Hills	
	Windwood Oaks Water System	1330141	Windwood Oaks	
	Woodhaven Mobile Home Park	1330024	Woodhaven MHP	
Liberty	Raywood Water System	1460041	Raywood	
Marion	Indian Hills Harbor	1580063	Indian Hills Harbor	

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County	TCEQ Water Systems	PWS ID Number	Subdivisions		
	Pine Harbor Subdivision	1580023	Pine Harbor		
Matagorda	Camelot Forest Water System	1610058	Camelot Forest		
Medina	Rocky Creek Subdivision Water System	1630038	Rocky Creek		
	<b>Crystal Springs Subdivision</b>	1700331	Crystal Springs		
Montgomery	Decker Hills	1700386	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place, Dry Creek Business Center, Harden Store Marketplace		
0	Hulon Lakes Subdivision	1700014	Hilltop Village, Woodcreek Valley, Hulon Lakes		
	Oakwood Water System	1700454	Oak Woods, North Forest		
	Serenity Woods Subdivision	1700483	Pine Loch, Serenity Woods		
	Green Acres Water system	1840120	Green Acres, Robertson Village, The Fields of Peaster		
Parker	Spanish Park Subdivision	1840026	Spanish Park Estates		
Parker	Western Lake Estates	1840014	Cedar Ridge (Formerly Ruby Ridge), Brazo Ridge Estates, Western Lake Estates		
	Westview Enterprises	1840105	Westview		
	Chesswood Water System	1870088	Chesswood		
	Country Wood Water System 1870		Country Wood		
	Garden Acres Subdivision1870160Water System1870160		Garden Acres		
Polk	Longhorn Valley 18701		Longhorn Valley		
	Oak Terrace Estates Water System 1870055		Oak Terrace Estates, Livingston Air Park		
	Phillips Acres	1870146	Phillips Acres		
	Pinwah Pines Estates	1870130	Pinwah Pines		
	Blue Water Cove	2040059	Blue Water Cove, Livingston Lakeside RV Park		
	Cedar Valley Subdivision	2040045	Cedar Valley		
	Coldspring Terrace Water System	2040031	Coldspring Terrace		
San Jacinto	Governors Point	2040008	Governors Point		
	Holiday Villages of Livingston	2040067	Hidden Coves, Holiday Village of Livingston, Palmetto Point		
	Shepherd Hill Estates	2040061	Shepherd Hills Estates, Shepherd Ranch Estates		
Smith	Lakeway Harbor Subdivision	2120064	Lakeway Harbor		
	Pine Trail Shores	2120035	Pine Trail Shores		
Numerica de del T	Benbrook Hills	2200313	Benbrook Hills		
Tarrant	Markum Ranch Estates	2200281	Markum Ranch Estates		
	Silver Saddle Acres	2200299	Silver Saddle Acres, W. 20 Business Park		

County	TCEQ Water Systems	PWS ID Number	Subdivisions		
	Westside Rural WSC	2200079	Gun Club, Cabot Estates, Willow Creek Additions, Westside Addition		
Travis	Inverness Point Water System	2270102	Crosswind, Hidden Hills, Inverness Point, Lakehurst, The Summit at Lake Travis		
Trinity	Harbor Point	2280035	Harbor Point		
Tyler	Ivanhoe Land of Lakes***	2290010	Ivanhoe Land of Lakes		
Van Zandt	Callender Lake	2340007	Callender Lake, Hickory Hills		
	Aurora Vista2490051Aurora V		Aurora Vista**		
	Chisholm Hills Estates	2490044	Chisholm Hills		
	Coyote Ridge Addition	2490053	Coyote Ridge		
Wise	Hills of Oliver Creek 2490046		Hills of Oliver Creek		
wise	Las Brisas n/a		Las Brisas Estates		
	Sage Brush Estates	2490058	Sage Brush Estates		
	Sky View Ranch Estates	2490061	Sky View Ranch		
	Windmill Trail	2490050	Windmill Trail		
Wood	Holiday Villages of Fork	2500058	Holiday Villages of Fork		

\*This subdivision is within the corporate city limits of Coffee City, which has surrendered utility rate jurisdiction.

\*\*This subdivision is within the corporate limits of the City of Aurora, which has surrendered utility rate jurisdiction.

\*\*\*Customers who are within city boundaries should refer to Monarch tariffs approved by respective city.

#### SECTION 1.0 - RATE SCHEDULE

## Section 1.01 – Rates

## Monarch – RATES effective 02-01-2021

METER SIZE	MONTHLY MINIMUM CHARGE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$54.15	0.4+ 2.000	¢7.55	
5/8"x3/4"	\$54.15	- 0 to 2,000	\$7.25	
3/4"	\$81.23	2,001 to 10,000	\$8.93	
1"	\$135.38	2,001 to 10,000	\$ <b>0.</b> 73	
11/2"	\$270.75	10,001 to	\$10.12	
2"	\$433.20	20,000	\$10.12	
3"	\$812.25	over 20,000	\$10.78	
4"	\$1,353.75	0001 20,000	φIV./0	
6"	\$2,707.50			
8"	\$4,332.00	Purchased Water	\$0.00	
10"	\$6,227.25	<ul> <li>Passthrough – all</li> <li>usage</li> </ul>	φ <b>υ.</b> 00	
12"	\$ 11,642.25	usuge		

## Income Qualified Elderly Customers 65 years of age or older Effective Date: 02-01-2021

Meter	Monthly Minimum	Gallonage Charge
Size	Charge (Includes 0	
	gallons)	
5/8"	\$34.15	\$7.25 per 1,000 gallons from 0 to 2,000 gallons \$8.93 per 1,000 gallons from 2,001 to 10,000 gallons \$10.12 per 1,000 gallons from 10,001 to 20,000 gallons \$10.78 per 1,000 from 20,001 and thereafter

## Monarch (Villas of Willowbrook) – RATES effective 02-01-2021 (Phase 1 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$13.98	0 to 2 000	\$0.91
5/8"x3/4"	\$13.98	0 to 2,000	50.91
3/4"	\$20.97	2,001 to 10,000	\$4.72
1"	\$34.95	2,001 to 10,000	\$ <del>4</del> .72
11/2"	\$69.89	10.001 +- 20.000	¢4 97
2"	\$111.83	10,001 to 20,000	\$4.87
3"	\$209.68	over 20,000	\$4.95
4"	\$349.47		\$4.93
6"	\$698.94		
8"	\$1,118.30	Purchased Water	\$0.00
10"	\$1,607.56	Passthrough – all usage	φ <b>0.00</b>
12"	\$3,005.43	usuge	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2021 (Phase 2 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$19.72		\$1.81
5/8"x3/4"	\$19.72	0 10 2,000	\$1.01
3/4"	\$29.58	2,001 to 10,000	\$5.32
1"	\$49.29	2,001 to 10,000	\$3.32
11/2"	\$98.59	10,001 to 20,000	\$5.62
2"	\$157.74	10,001 to 20,000	\$5.02
3"	\$295.76		\$5.79
4"	\$492.94	0001 20,000	\$3.79
6"	\$985.88		
8"	\$1,577.40	Purchased Water	\$0.00
10"	\$2,267.51	Passthrough – all usage	\$0.00
12"	\$4,239.26	usugo	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2022 (Phase 3 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.46	0 to 2,000	\$2.72
5/8"x3/4"	\$25.46	0 10 2,000	\$2.72
3/4"	\$38.18	2,001 to 10,000	\$5.92
1"	\$63.64	2,001 to 10,000	\$3.92
11/2"	\$127.28	10.001 to 20.000	\$6.37
2"	\$203.65	10,001 to 20,000	\$0.57
3"	\$381.84	over 20,000	\$6.62
4"	\$636.41	0ver 20,000	\$0.02
6"	\$1,272.81		
8"	\$2,036.50	Purchased Water	\$0.00
10"	\$2,927.47	Passthrough – all usage	\$0.00
12"	\$5,473.09	usugo	

### Monarch (Villas of Willowbrook) - RATES effective 08-19-2023 (Phase 4 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$31.20	0 to 2,000	\$3.63
5/8"x3/4"	\$31.20	0 10 2,000	\$3.03
3/4"	\$46.79	2,001 to 10,000	\$6.53
1"	\$77.99	2,001 10 10,000	.J.J.J
11/2"	\$155.98	10,001 to 20,000	\$7.12
2"	\$249.56	10,001 to 20,000	\$7.12
3"	\$467.93	over 20,000	\$7.45
4"	\$779.88	0001 20,000	φ7.4J
6"	\$1,559.75		
8"	\$2,495.60	Purchased Water	\$0.00
10"	\$3,587.43	Passthrough – all usage	\$U.UU
12"	\$6,706.93	usuge	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2024 (Phase 5 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$36.93	0 to 2 000	\$4.53
5/8"x3/4"	\$36.93	0 to 2,000	\$4.55
3/4"	\$55.40	2.001 to 10.000	\$7.13
1"	\$92.33	2,001 to 10,000	φ/.15
11/2"	\$184.67	10.001 +- 20.000	\$7.97
2"	\$295.47	10,001 to 20,000	\$7.87
3"	\$554.01	over 20,000	\$8.28
4"	\$923.34	over 20,000	J0.20
6"	\$1,846.69		
8"	\$2,954.70	Purchased Water	\$0.00
10"	\$4,247.38	Passthrough – all usage	\$0.00
12"	\$7,940.76	usage	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2025 (Phase 6 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$42.67	0 to 2,000	\$5.44
5/8"x3/4"	\$42.67	0 10 2,000	\$3.44
3/4"	\$64.01	2,001 to 10,000	\$7.73
1"	\$106.68	2,001 to 10,000	\$1.13
11/2"	\$213.36	10,001 to 20,000	\$8.62
2"	\$341.38	10,001 to 20,000	\$6.02
3"	\$640.09	over 20,000	\$9.12
4"	\$1,066.81	0001 20,000	
6"	\$2,133.63		
8"	\$3,413.80	Purchased Water	\$0.00
10"	\$4,907.34	Passthrough – all usage	\$0.00
12"	\$9,174.59	usage	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2026 (Phase 7 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.41	0 to 2,000	\$6.24
5/8"x3/4"	\$48.41	0 10 2,000	\$6.34
3/4"	\$72.62	2,001 to 10,000	\$8.33
1"	\$121.03	2,001 to 10,000	\$0.55
11/2"	\$242.06	10.001 to 20.000	\$9.37
2"	\$387.29	10,001 to 20,000	\$9.57
3"	\$726.17		\$9.95
4"	\$1,210.28		\$7.7 <i>J</i>
6"	\$2,420.56		
8"	\$3,872.90	Purchased Water	0.00
10"	\$5,567.29	Passthrough – all usage	\$0.00
12"	\$10,408.42	usage	

## Monarch (Villas of Willowbrook) - RATES effective 08-19-2027 (Phase 8 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	\$1.23
3/4"	\$81.23		\$8.93
1"	\$135.38	2,001 to 10,000	\$0.7 <i>5</i>
11/2"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.78
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	\$0.00
10"	\$6,227.25	Passthrough – all usage	\$U.UU
12"	\$11,642.25		

## Monarch (Inverness Point Water System) - RATES effective 02-01-2021

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2 000	ФЛ <b>Э</b> Б
5/8"x3/4"	\$54.15	0 to 2,000	\$7.25
3/4"	\$81.23	- 2,001 to 10,000	\$8.93
1"	\$135.38	2,001 10 10,000	\$0.95
11/2"	\$270.75	- 10,001 to 20,000	\$10.12
2"	\$433.20		
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

#### Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stage Coach Hills) - RATES Effective 02-01-2021 (Phase 1 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.12	0.4- 2.000	¢2.21
5/8"x3/4"		0 to 2,000	\$3.31
3/4"	\$81.18	2,001 to 10,000	\$4.82
1"	\$135.30	2,001 10 10,000	\$4.82
11/2"	\$270.60	10,001 to 20,000	\$6.62
2"	\$432.96		
3"	\$811.80	over 20,000	\$10.57
4"	\$1,353.00	0001 20,000	
6"	\$2,706.00		
8"	\$4,329.60	Purchased Water Passthrough*	
10"			
12"			

\*Pass-Through Rates Effective January 24, 2019 (Docket No. 47736)

Passthrough for Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stagecoach Hills: Green Valley Special Utility District (SUD)......\$0.3278 per 1000 gallons

G = (Y/GP)/(1 - L)

Where:

G = pass-through gallonage charge

Y = cost of purchased water per Green Valley SUD for the most recent 12-month period GP = total gallons purchased and produced (from well) for the most recent 12-month period

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

San Antonio Water System (SAWS)......\$0.7025 per month

M = B/C

Where:

M = pass-through monthly base charge

B = base fee from San Antonio Water System

C = number of customers at the beginning of the billing period for which the pass-through rate takes effect

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Docket No. 50944

Passthrough for Cascade Mobile Home Park:	
Cow Creek Groundwater Conservation District (GCD)	\$0.4125 per month

$$M = Y/C$$

Where:

M = pass-through monthly base charge

Y = cost of water production per Cow Creek GCD for the upcoming 12-month period/12

C = number of customers at the beginning of the pass-through period

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Passthrough for Coolcrest Water System: Edwards Aquifer Authority......\$2.5202 per month

M = F/C

Where:

M = pass-through monthly charge

F = management fees from Edwards Aquifer Authority for the year/12

C = number of customers at the beginning of the billing period for which the pass-through rate takes effect

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Passthrough for Bavarian Hills, Country Springs Water Company, Oaks North Mobile Home Estates, Stagecoach Hills: Trinity Glen Rose GCD......\$0.1082 per 1000 gallons

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Trinity Glen Rose GCD

L = system average line loss for preceding 12 months, not to exceed 0.15

#### Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stage Coach Hills) - RATES Effective 09-24-2021 (Phase 2 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$57.54	0 4- 2 000	¢0.51
5/8"x3/4"		0 to 2,000	\$3.51
3/4"	\$86.32	2,001 to 10,000	\$5.13
1"	\$143.86	2,001 to 10,000	
11/2"	\$287.72	10.001 to 20.000	\$7.03
2"	\$460.35	10,001 to 20,000	
3"	\$863.15	over 20,000	\$11.24
4"	\$1,438.58	0001 20,000	
6"	\$2,877.16	Purchased Water Passthrough*	
8"	\$4,603.45		
10"			
12"			

\*Pass-Through Rates Effective January 24, 2019 (Docket No. 47736)

Passthrough for Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stagecoach Hills: Green Valley Special Utility District (SUD)......\$0.3278 per 1000 gallons

G = (Y/GP)/(1 - L)

Where:

G = pass-through gallonage charge

Y = cost of purchased water per Green Valley SUD for the most recent 12-month period GP = total gallons purchased and produced (from well) for the most recent 12-month period

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

San Antonio Water System (SAWS)......\$0.7025 per month

M = B/C

Where:

M = pass-through monthly base charge

B = base fee from San Antonio Water System

C = number of customers at the beginning of the billing period for which the pass-through rate takes effect

Passthrough for Cascade Mobile Home Park: Cow Creek Groundwater Conservation District (GCD)......\$0.4125 per month

$$M = Y/C$$

Where:

M = pass-through monthly base charge

 $Y = cost \ of \ water \ production \ per \ Cow \ Creek \ GCD \ for \ the \ upcoming \ 12-month \ period/12$ 

C = number of customers at the beginning of the pass-through period

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Passthrough for Coolcrest Water System: Edwards Aquifer Authority.....\$2.5202 per month

M = F/C

Where:

M = pass-through monthly charge

F = management fees from Edwards Aquifer Authority for the year/12

C = number of customers at the beginning of the billing period for which the pass-through rate takes effect

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Passthrough for Bavarian Hills, Country Springs Water Company, Oaks North Mobile Home Estates, Stagecoach Hills: Trinity Glen Rose GCD......\$0.1082 per 1000 gallons

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Trinity Glen Rose GCD

L = system average line loss for preceding 12 months, not to exceed 0.15

#### <u>Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System,</u> <u>Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates,</u> <u>Stage Coach Hills) - RATES Effective 08-19-2022 (Phase 3 of 5)</u>

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$56.41	0 to 2 000	\$4.76
5/8"x3/4"	\$56.41	0 to 2,000	\$4.70
3/4"	\$84.62	2,001 to 10,000	\$6.40
1"	\$141.03	2,001 10 10,000	\$6.40
1 1/2"	\$282.05	10.001 / 00.000	\$8.06
2"	\$451.28	10,001 to 20,000	
3"	\$846.15	over 20,000	\$11.09
4"	\$1,410.25	0001 20,000	
6"	\$2,820.50	Purchased Water Passthrough	
8"	\$4,512.80		
10"	\$6,487.15		
12"	\$12,128.15		

#### Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stage Coach Hills) - RATES Effective 08-19-2023 (Phase 4 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$55.28	0 to 2,000	\$6.00
5/8"x3/4"	\$55.28	0 10 2,000	\$0.00
3/4"	\$82.92	2 001 to 10 000	\$7.66
1"	\$138.20	2,001 to 10,000	\$7.00
11/2"	\$276.40	10.001 to 20.000	\$9.09
2"	\$442.24	10,001 to 20,000	
3"	\$829.20	over 20,000	\$10.93
4"	\$1,382.00	0001 20,000	\$10.95
6"	\$2,764.00	Purchased Water Passthrough	
8"	\$4,422.40		
10"	\$6,357.20		
12"	\$11,885.20		

#### Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Stage Coach Hills) - RATES Effective 08-19-2024 (Phase 5 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 / 2 000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$7.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$0.95 \$
11/2"	\$270.75	10.001 /	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50	Purchased Water Passthrough	
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

#### Monarch (Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend Estates, Windmill Ranch Subdivision) - RATES Effective 02-01-2021 (Phase 1 of 3) per Docket No. 47736

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.12	0 4- 2 000	Φ.5. 0.2
5/8"x3/4"		0 to 2,000	\$5.03
3/4"	\$81.18	2,001 to 10,000	\$8.35
1"	\$135.30	2,001 10 10,000	
11/2"	\$270.60	10,001 to 20,000	\$10.05
2"	\$432.96		
3"	\$811.80	over 20,000	\$13.43
4"	\$1,353.00	0001 20,000	
6"	\$2,706.00	Purchased Water Passthrough*	
8"	\$4,329.60		
10"			
12"			

\*Pass-Through Rates Effective January 24, 2019 (Docket No. 47736)

Passthrough for Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend, Windmill Ranch Subdivision: Canyon Lake.....\$10.6670 per month

 $\mathbf{B} = \mathbf{Y}/\mathbf{C}$ 

Where:

B = monthly base chargeY = cost of purchased water per Canyon Lake for the upcoming 12-month period C = number of customers at the beginning of the billing period for which pass-through rate takes effect B = \$9,696/909 = \$10.6670 per month

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Passthrough for Rim Rock Ranch, Windmill Ranch Subdivision:	
Comal Trinity GCD\$0.0722 per 1000 gallons	

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Comal Trinity GCD

**Docket No. 50944** 

L = system average line loss for preceding 12 months, not to exceed 0.15

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

#### <u>Monarch (Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend</u> <u>Estates, Windmill Ranch Subdivision) - RATES Effective 09-24-2021 (Phase 2 of 3) per Docket</u> <u>No. 47736</u>

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$57.54	0 to 2,000	\$5.53
5/8"x3/4"		0 10 2,000	\$2.33
3/4"	\$86.32	2,001 to 10,000	\$9.19
1"	\$143.86	2,001 to 10,000	\$9.19
11/2"	\$287.72	10.001 to 20.000	\$11.06
2"	\$460.35	10,001 to 20,000	
3"	\$863.15	over 20,000	\$14.78
4"	\$1,438.58	0001 20,000	\$14.70
6"	\$2,877.16	Purchased Water Passthrough*	
8"	\$4,603.45		
10"			
12"			

\*Pass-Through Rates Effective January 24, 2019 (Docket No. 47736)

Passthrough for Enchanted River Estates, Oakvie	w Water System, Rim Rock Ranch, River Bend,
Windmill Ranch Subdivision:	
Canyon Lake	\$10.6670 per month

#### B = Y/C

Where:

B = monthly base charge

Y = cost of purchased water per Canyon Lake for the upcoming 12-month period

C = number of customers at the beginning of the billing period for which pass-through rate takes effect

B =\$9,696/909 = \$10.6670 per month

Passthrough for Rim Rock Ranch, Windmill Ranch Subdivision:	
Comal Trinity GCD\$0.0722 per 1000 gallons	

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Comal Trinity GCD

L = system average line loss for preceding 12 months, not to exceed 0.15

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

## <u>Monarch (Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend</u> <u>Estates, Windmill Ranch Subdivision) - RATES Effective 08-19-2022 (Phase 3 of 3)</u>

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2 000	¢7.05
5/8"x3/4"	\$54.15	0 to 2,000	\$7.25
3/4"	\$81.23	2,001 to 10,000	¢2 02
1"	\$135.38	2,001 to 10,000	\$8.93
11/2"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water Passthrough	
10"	\$6,227.25		
12"	\$11,642.25		

#### Monarch (Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dales, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park Estates, Vista Hills, Windwood Oaks Water System, Woodhaven Mobile Home Park) - RATES effective 02-01-2021 (Phase 1 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$35.93	- 0 to 2,000	\$3.96
5/8"x3/4"	\$35.93	0 10 2,000	\$5.90
3/4"	\$53.89	- 2,001 to 10,000	\$4.92
1"	\$89.82	2,001 to 10,000	\$4.83
11/2"	\$179.63	- 10,001 to 20,000	\$5.43
2"	\$287.41	10,001 10 20,000	
3"	\$538.89	- over 20,000	\$5.88
4"	\$898.15	0,000	Φ2.00
6"	\$1,796.30	Purchased Water Passthrough	
8"	\$2,874.08		
10"	\$4,131.49		
12"	\$7,724.09		

Monarch (Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dales, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park Estates, Vista Hills, Windwood Oaks Water System, Woodhaven Mobile Home Park) - RATES effective 08-19-2021 (Phase 2 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$40.48	- 0 to 2,000	\$4.78
5/8"x3/4"	\$40.48	0 10 2,000	J4.70
3/4"	\$60.72	2,001 to 10,000	\$5.86
1"	\$101.21	2,001 to 10,000	\$J.80
11/2"	\$202.41	10,001 to 20,000	\$6.60
2"	\$323.86	10,001 to 20,000	
3"	\$607.23	over 20,000	\$7.11
4"	\$1,012.05	0701 20,000	φ/.11
6"	\$2,024.10		
8"	\$3,238.56	Purchased Water Passthrough	
10"	\$4,655.43		
12"	\$8,703.63		

#### Monarch (Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dales, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park Estates, Vista Hills, Windwood Oaks Water System, Woodhaven Mobile Home Park) - RATES effective 08-19-2022 (Phase 3 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$45.04	0 to 2,000	\$5.61
5/8"x3/4"	\$45.04		
3/4"	\$67.56	- 2,001 to 10,000	\$6.88
1"	\$112.60		
11⁄2"	\$225.19	10,001 to 20,000	\$7.78
2"	\$360.30		
3"	\$675.57	- over 20,000	\$8.33
4"	\$1,125.95		
6"	\$2,251.90	Purchased Water Passthrough	
8"	\$3,603.04		
10"	\$5,179.37		
12"	\$9,683.17		

Monarch (Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dales, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park Estates, Vista Hills, Windwood Oaks Water System, Woodhaven Mobile Home Park) - RATES effective 08-19-2023 (Phase 4 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.59	0 to 2,000	\$6.43
5/8"x3/4"	\$49.59		
3/4"	\$74.39	- 2,001 to 10,000	\$7.91
1"	\$123.99		
11/2"	\$247.97	- 10,001 to 20,000	\$8.95
2"	\$396.75		
3"	\$743.91	over 20,000	\$9.56
4"	\$1,239.85		
6"	\$2,479.70	Purchased Water Passthrough	
8"	\$3,967.52		
10"	\$5,703.31		
12"	\$10,662.71		

## Monarch (Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dales, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park Estates, Vista Hills, Windwood Oaks Water System, Woodhaven Mobile Home Park) - RATES effective 08-19-2024 (Phase 5 of 5)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15		
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38		
11/2"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20		
3"	\$812.25	- over 20,000	\$10.78
4"	\$1,353.75		
6"	\$2,707.50	Purchased Water Passthrough	
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

Monarch (Westwood Water System) - RATES effective 02-01-2021 (Ph	nase 1 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$33.71	0.4- 2.000	¢1 01
5/8"x3/4"		0 to 2,000	\$1.21
3/4"	\$50.57	2,001 to 10,000	\$1.76
1"	\$84.28	2,001 10 10,000	\$1.70
11/2"	\$168.55	10,001 to 20,000	\$2.41
2"	\$269.68		\$2.41
3"	\$505.65	over 20,000	\$3.81
4"	\$842.75	0001 20,000	٥.٤٩
6"	\$1,685.60		
8"	\$2,696.80	Purchased Water Passthrough*	
10"			
12"			

\*<u>Pass-Through Rates Effective January 24, 2019</u> (Docket No. 47736)

Passthrough for Westwood Water System:

Raymond Jagge Lease.....\$0.1481 per month

M = (R/12)/C

Where:

M = monthly base charge

R = yearly water right lease fee by Raymond Jagge

C = customers at the beginning of the billing period for which the pass-through rate takes effect

The pass-through charges must be trued up every 12 months, with a maximum line loss of 0.15.

Monarch (	Westwood	Water Syste	em) - RATES	effective 08-1	19-2021 (	Phase 2 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$37.12	0 to 2 000	¢2.22
5/8"x3/4"	\$37.12	0 to 2,000	\$2.22
3/4"	\$55.68	2,001 to 10,000	\$2.96
1"	\$92.79	2,001 to 10,000	\$2.90
11/2"	\$185.58	10,001 to 20,000	¢2.70
2"	\$296.93		\$3.70
3"	\$556.75	over 20,000	\$4.07
4"	\$927.92	0ver 20,000	\$4.97
6"	\$1,855.83		
8"	\$2,969.33	Purchased Water Passthrough	
10"	\$4,268.42		
12"	\$7980.08		

# Monarch (Westwood Water System) - RATES effective 08-19-2022 (Phase 3 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$40.52	0 to 2 000	¢2.22
5/8"x3/4"	\$40.52	0 to 2,000	\$3.22
3/4"	\$60.79	2,001 to 10,000	\$4.15
1"	\$101.31	2,001 to 10,000	\$4.15
11/2"	\$202.62	10.001 4- 20.000	\$4.98
2"	\$324.19	10,001 to 20,000	\$4.90
3"	\$607.85	over 20,000	\$6.13
4"	\$1,013.08	0001 20,000	\$0.15
6"	\$2,026.17		
8"	\$3,241.87	Purchased Water Passthrough	
10"	\$4,660.18		
12"	\$8,712.52		

# Monarch (Westwood Water System) - RATES effective 08-19-2023 (Phase 4 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$43.93	0.4- 2.000	¢4.00
5/8"x3/4"	\$43.93	0 to 2,000	\$4.23
3/4"	\$65.90	2,001 to 10,000	\$5.35
1"	\$109.83	2,001 to 10,000	\$3.55
11/2"	\$219.65	10,001 to 20,000	¢6 07
2"	\$351.44		\$6.27
3"	\$658.95	over 20,000	\$7.30
4"	\$1,098.25	0ver 20,000	\$7.50
6"	\$2,196.50		
8"	\$3,514.40	Purchased Water Passthrough	
10"	\$5,051.95		
12"	\$9,444.95		

# Monarch (Westwood Water System) - RATES effective 08-19-2024 (Phase 5 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$47.34	0 to 2 000	\$5.24
5/8"x3/4"	\$47.34	0 to 2,000	\$3.24
3/4"	\$71.01	2.001 to $10.000$	\$6.54
1"	\$118.34	2,001 to 10,000	<b>Φ</b> 0.34
11/2"	\$236.68	10.001 / 20.000	\$7.55
2"	\$378.69	10,001 to 20,000	\$7.55
3"	\$710.05	over 20,000	\$8.46
4"	\$1,183.42	0701 20,000	\$0.40
6"	\$2,366.83		
8"	\$3,786.93	Purchased Water Passthrough	
10"	\$5,443.72		
12"	\$10,177.38		

# Monarch (Westwood Water System) - RATES effective 08-19-2025 (Phase 6 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$50.74	0.4- 2.000	¢( )4
5/8"x3/4"	\$50.74	0 to 2,000	\$6.24
3/4"	\$76.12	2.001 to $10.000$	\$7.74
1"	\$126.86	2,001 to 10,000	\$7.74
11⁄2"	\$253.72	10,001 to 20,000	¢0.04
2"	\$405.95		\$8.84
3"	\$761.15	over 20,000	\$9.62
4"	\$1,268.58	0vei 20,000	\$9.02
6"	\$2,537.17		
8"	\$4,059.47	Purchased Water Passthrough	
10"	\$5,835.48		
12"	\$10,909.82		

# Monarch (Westwood Water System) - RATES effective 08-19-2026 (Phase 7 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2 000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$7.25
3/4"	\$81.23	$2.001 \pm 10.000$	¢9.02
1"	\$135.38	2,001 to 10,000	\$8.93
11/2"	\$270.75	10.001 (	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75		\$10.70
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water Passthrough	
10"	\$6,227.25		
12"	\$11,642.25		

# Monarch (Western Trails Subdivision) - RATES effective 02-01-2021 (Phase 1 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$29.54	0 to 2 000	\$2.50
5/8"x3/4"	\$29.54	0 to 2,000	\$3.59
3/4"	\$44.31	2,001 to 10,000	\$3.87
1"	\$73.85	2,001 to 10,000	\$3.07
11/2"	\$147.71	10,001 to 20,000	¢4.07
2"	\$236.33		\$4.07
3"	\$443.13	over 20,000	\$4.18
4"	\$738.54	0761 20,000	\$ <del>4</del> .10
6"	\$1,477.08		
8"	\$2,363.33		
10"	\$3,397.29		
12"	\$6,351.46		

# Monarch (Western Trails Subdivision) - RATES effective 08-19-2021 (Phase 2 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$34.46	0 to 2 000	¢4.22
5/8"x3/4"	\$34.46	0 to 2,000	\$4.32
3/4"	\$51.70	$2.001 \pm 10.000$	¢1 00
1"	\$86.16	2,001 to 10,000	\$4.88
11/2"	\$172.32	10,001 to 20,000	¢5.09
2"	\$275.71		\$5.28
3"	\$516.95	over 20,000	\$5.50
4"	\$861.58	over 20,000	\$3.30
6"	\$1,723.17		
8"	\$2,757.07		
10"	\$3,963.28		
12"	\$7,409.62		

# Monarch (Western Trails Subdivision) - RATES effective 08-19-2022 (Phase 3 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.39	0 to 2 000	\$5.06
5/8"x3/4"	\$39.39	0 to 2,000	\$3.00
3/4"	\$59.08	2,001 to 10,000	\$5.90
1"	\$98.46	2,001 to 10,000	\$2.90
11/2"	\$196.93	10,001 to 20,000	\$6.40
2"	\$315.08		\$6.49
3"	\$590.78	over 20,000	\$6.82
4"	\$984.63	over 20,000	\$0.62
6"	\$1,969.25		
8"	\$3,150.80		
10"	\$4,529.28		
12"	\$8,467.78		

# Monarch (Western Trails Subdivision) - RATES effective 08-19-2023 (Phase 4 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$44.31	0 to 2,000	\$5.79
5/8"x3/4"	\$44.31	0 to 2,000	\$3.79
3/4"	\$66.46	2.001 to 10.000	\$6.91
1"	\$110.77	2,001 to 10,000	\$0.9I
11/2"	\$221.53	10.001 / 20.000	\$7.70
2"	\$354.45	10,001 to 20,000	
3"	\$664.60	over 20,000	\$8.14
4"	\$1,107.67	over 20,000	
6"	\$2,215.33		
8**	\$3,544.53		
10"	\$5,095.27		
12"	\$9,525.93		

# Monarch (Western Trails Subdivision) - RATES effective 08-19-2024 (Phase 5 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.23	0 40 2 000	¢( 50
5/8"x3/4"	\$49.23	0 to 2,000	\$6.52
3/4"	\$73.84	2,001 to 10,000	\$7.92
1"	\$123.07	2,001 to 10,000	\$7.92
11/2"	\$246.14	10,001 to 20,000	\$8.91
2"	\$393.83		
3"	\$738.43	over 20,000	\$9.46
4"	\$1,230.71	0001 20,000	
6''	\$2,461.42		
8"	\$3,938.27		
10"	\$5,661.26		
12"	\$10,584.09		

### Monarch (Western Trails Subdivision) - RATES effective 08-19-2025 (Phase 6 of 6)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$7.25
3/4"	\$81.23	2,001 to 10,000	¢ 9 0 2
1"	\$135.38	2,001 10 10,000	\$8.93
11/2"	\$270.75	10.001	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

# Monarch (Dal-High Water System) - RATES effective 02-01-2021 (Phase 1 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$20.77	0.4- 2.000	¢0.01
5/8"x3/4"	\$20.77	0 to 2,000	\$0.91
3/4"	\$31.15	2,001 to 10,000	\$2.43
1"	\$51.92	2,001 to 10,000	\$2.43
11/2"	\$103.84	10.001 / 00.000	\$2.58
2"	\$166.15	10,001 to 20,000	
3"	\$311.53	over 20,000	\$2.66
4"	\$519.22	0001 20,000	
6"	\$1,038.44		
8"	\$1,661.50	Purchased Water Passthrough	
10"	\$2,388.41		
12"	\$4,465.28		

# Monarch (Dal-High Water System) - RATES effective 08-19-2021 (Phase 2 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.54	0 to 2,000	\$1.81
5/8"x3/4"	\$25.54	0 10 2,000	\$1.01 
3/4"	\$38.31	$2.001 \pm 10.000$	\$2.26
1"	\$63.84	2,001 to 10,000	\$3.36
11/2"	\$127.69	10.001 (	\$3.66
2"	\$204.30	10,001 to 20,000	
3"	\$383.06	over 20,000	\$3.82
4"	\$638.44	0001 20,000	
6"	\$1,276.88		
8"	\$2,043.00	Purchased Water Passthrough	
10"	\$2,936.81		
12"	\$5,490.56		

# Monarch (Dal-High Water System) - RATES effective 08-19-2022 (Phase 3 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$30.31	0 to 2 000	¢0.70
5/8"x3/4"	\$30.31	0 to 2,000	\$2.72
3/4"	\$45.46	2,001 to 10,000	\$4.29
1"	\$75.77	2,001 to 10,000	<b>ቅ</b> 4.29
11/2"	\$151.53	10.001 / 20.000	\$4.73
2"	\$242.45	10,001 to 20,000	
3"	\$454.59	over 20,000	\$4.98
4"	\$757.66	0001 20,000	
6"	\$1,515.31		
8"	\$2,424.50	Purchased Water Passthrough	
10"	\$3,485.22		
12"	\$6,515.84		

# Monarch (Dal-High Water System) - RATES effective 08-19-2023 (Phase 4 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$35.08	0 to 2,000	\$3.63
5/8"x3/4"	\$35.08	0 to 2,000	\$3.03
3/4"	\$52.61	2,001 to 10,000	¢5.00
1"	\$87.69	2,001 to 10,000	\$5.22
11/2"	\$175.38	10.001 / 20.000	\$5.81
2"	\$280.60	10,001 to 20,000	
3"	\$526.13	over 20,000	\$6.14
4"	\$876.88	0001 20,000	
6"	\$1,753.75		
8"	\$2,806.00	Purchased Water Passthrough	
10"	\$4,033.63		
12"	\$7,541.13		

# Monarch (Dal-High Water System) - RATES effective 08-19-2024 (Phase 5 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.84	0.4- 2.000	\$4.52
5/8"x3/4"	\$39.84	0 to 2,000	\$4.53
3/4"	\$59.77	2,001 to 10,000	\$6.14
1"	\$99.61	2,001 to 10,000	JO.14
11/2"	\$199.22	10.001 / 00.000	\$6.89
2"	\$318.75	10,001 to 20,000	
3"	\$597.66	over 20,000	\$7.30
4"	\$996.09	0001 20,000	
6"	\$1,992.19		
8"	\$3,187.50	Purchased Water Passthrough	
10"	\$4,582.03		
12"	\$8,566.41		

# Monarch (Dal-High Water System) - RATES effective 08-19-2025 (Phase 6 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$44.61	0 to 2,000	\$5.44
5/8"x3/4"	\$44.61	0 10 2,000	\$5.44
3/4"	\$66.92	2,001 to 10,000	\$7.07
1"	\$111.53	2,001 to 10,000	\$7.07
11/2"	\$223.06	10.001 to 20.000	\$7.97
2"	\$356.90	10,001 to 20,000	
3"	\$669.19	over 20,000	\$8.46
4"	\$1,115.31	0761 20,000	
6"	\$2,230.63		
8"	\$3,569.00	Purchased Water Passthrough	
10"	\$5,130.44		
12"	\$9,591.69		

# Monarch (Dal-High Water System) - RATES effective 08-19-2026 (Phase 7 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.38	0 to 2 000	\$6.34
5/8"x3/4"	\$49.38	0 to 2,000	\$0.54
3/4"	\$74.07	2,001 to 10,000	\$8.00
1"	\$123.45	2,001 to 10,000	\$0.UU
11/2"	\$246.91	10.001 / 20.000	\$9.04
2"	\$395.05	10,001 to 20,000	
3"	\$740.72	over 20,000	\$9.62
4"	\$1,234.53	0001 20,000	
6"	\$2,469.06		
8"	\$3,950.50	Purchased Water Passthrough	
10"	\$5,678.84		
12"	\$10,616.97		

# Monarch (Dal-High Water System) - RATES effective 08-19-2027 (Phase 8 of 8)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	\$7.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$8.9 <i>3</i>
11/2"	\$270.75	10.001 /	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water Passthrough	
10"	\$6,227.25		
12"	\$11,642.25		

# Monarch (Oak Terrace Estates Water System) - RATES effective 02-01-2021 (Phase 1 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$46.16	0 to 2 000	\$4.06
5/8"x3/4"	\$46.16	0 to 2,000	\$4.06
3/4"	\$69.24	2,001 to 10,000	\$4.48
1"	\$115.41	2,001 10 10,000	\$ <del>4</del> .40
11/2"	\$230.81	10.001 / 20.000	\$4.78
2"	\$369.30	10,001 to 20,000	
3"	\$692.44	over 20,000	\$4.95
4"	\$1,154.06	0001 20,000	
6"	\$2,308.13		
8"	\$3,693.00	Purchased Water Passthrough – all usage	
10"	\$5,308.69		
12"	\$9,924.94		

# Monarch (Oak Terrace Estates Water System) - RATES effective 08-19-2021 (Phase 2 of 4)

METER SIZE	METER SIZE MONTHLY BASE RATE (includes 0 gallons)		CHARGE PER 1,000 GALLONS
5/8"	\$48.83	0 to 2,000	\$5.13
5/8"x3/4"	\$48.83	0 10 2,000	\$5.15
3/4"	\$73.24	2.001 to 10.000	\$5.97
1"	\$122.06	- 2,001 to 10,000 \$5.9	\$5.97
11/2"	\$244.13	10,001 to 20,000	\$6.56
2"	\$390.60		\$0.30 
3"	\$732.38	- over 20,000 \$6.8	\$6.89
4"	\$1,220.63		ψ0.09
6"	\$2,441.25		
8"	\$3,906.00	Purchased Water Passthrough – all usage	
10"	\$5,614.88		
12"	\$10,497.38		

# Monarch (Oak Terrace Estates Water System) - RATES effective 08-19-2022 (Phase 3 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$51.49	0 4- 2 000	¢C 10	
5/8"x3/4"	\$51.49	0 to 2,000	\$6.19	
3/4"	\$77.23	2,001 to 10,000	Φ <b>7</b> 45	
1"	\$128.72	2,001 10 10,000	\$7.45	
11/2"	\$257.44	10.001 4- 20.000	\$8.34	
2"	\$411.90	10,001 to 20,000		
3"	\$772.31	- over 20,000	\$8.84	
4"	\$1,287.19	0761 20,000	\$0.0 <del>1</del>	
6"	\$2,574.38			
8"	\$4,119.00	Purchased Water		
10"	\$5,921.06	Passthrough – all usage		
12"	\$11,069.81			

# Monarch (Oak Terrace Estates Water System) - RATES effective 08-19-2023 (Phase 4 of 4)

METER SIZE	METER SIZE MONTHLY BASE RATE (includes 0 gallons)		CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2 000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.25
3/4"	\$81.23	2.001 to 10.000	\$8.93
1"	\$135.38	2,001 to 10,000 \$8	<b>ФО.9</b> 3
11/2"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20		
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75		
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water Passthrough – all usage	
10"	\$6,227.25		
12"	\$11,642.25		

# Monarch (Huntington Estates) - RATES effective 02-01-2021 (Phase 1 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$46.88	0 to 2 000	¢4 10	
5/8"x3/4"	\$46.88	0 to 2,000	\$4.18	
3/4"	\$70.31	2 001 to 10 000	¢5.69	
1"	\$117.19	- 2,001 to 10,000 \$5.	\$5.68	
11/2"	\$234.38	10.001 +- 20.000	\$7.26	
2"	\$375.00	- 10,001 to 20,000		
3"	\$703.13	– over 20,000 \$10.2	\$10.25	
4"	\$1,171.88		\$10.23	
6"	\$2,343.75			
8"	\$3,750.00	Purchased Water		
10"	\$5,390.63	Passthrough		
12"	\$10,078.13			

# Monarch (Huntington Estates) - RATES effective 08-19-2021 (Phase 2 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.30	- 0 to 2,000	\$5.20
5/8"x3/4"	\$49.30	0 to 2,000	\$3.20
3/4"	\$73.95	- 2,001 to 10,000	\$6.77
1"	\$123.25	2,001 to 10,000	\$0.77
11/2"	\$246.50	10.001 / 20.000	\$8.21
2"	\$394.40	10,001 to 20,000	
3"	\$739.50	aver 20.000	\$10.43
4"	\$1,232.50	- over 20,000	\$10.45
6"	\$2,465.00		<u></u>
8"	\$3,944.00	Purchased Water	
10"	\$5,669.50	Passthrough	
12"	\$10,599.50		

# Monarch (Huntington Estates) - RATES effective 08-19-2022 (Phase 3 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$51.73	0 to 2 000	<b>\$</b> ( <b>)</b> )	
5/8"x3/4"	\$51.73	0 to 2,000	\$6.23	
3/4"	\$77.59	- 2,001 to 10,000	\$7.85	
1"	\$129.31	2,001 to 10,000	\$7.63	
11/2"	\$258.63	10.001 to 20.000	\$9.17	
2"	\$413.80	10,001 to 20,000		
3"	\$775.88	over 20,000	\$10.60	
4"	\$1,293.13	0001 20,000		
6"	\$2,586.25			
8"	\$4,138.00	Purchased Water		
10"	\$5,948.38	Passthrough		
12"	\$11,120.88			

# Monarch (Huntington Estates) - RATES effective 08-19-2023 (Phase 4 of 4)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	- 0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$0.75
11/2"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20		
3"	\$812.25	- over 20,000	\$10.78
4"	\$1,353.75		φιν./ο
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

## <u>Monarch (Shaded Lane Estates, Chisholm Hills Estates, Coyote Ridge Addition, Hills of Oliver</u> <u>Creek, Acton Water Royal Oaks, Sage Brush Estates, Sky View Ranch Estates, Windmill Trail) -</u> <u>RATES effective 02-01-2021 (Phase 1 of 2)</u>

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$57.08	0.4-2.000	\$5.63	
5/8"x3/4"	\$57.08	0 to 2,000	\$3.03	
3/4"	\$85.61	2.001 to 10.000	\$6.47	
1"	\$142.69		φ0.47	
11/2"	\$285.38	10.001 / 20.000	\$8.81	
2"	\$456.60	10,001 to 20,000		
3"	\$856.13	over 20,000	\$9.14	
4"	\$1,426.88			
6"	\$2,853.75			
8"	\$4,566.00	]		
10"	\$6,563.63	]		
12"	\$12,271.13			

# <u>Monarch (Shaded Lane Estates, Chisholm Hills Estates, Coyote Ridge Addition, Hills of Oliver</u> <u>Creek, Acton Water Royal Oaks, Sage Brush Estates, Sky View Ranch Estates, Windmill Trail) -</u> <u>RATES effective 08-19-2021 (Phase 2 of 2)</u>

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.23
3/4"	\$81.23	2.001 to 10.000	\$8.93
1"	\$135.38	2,001 to 10,000	\$6.95
11/2"	\$270.75	10.001 4- 20.000	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75		
6"	\$2,707.50		
8"	\$4,332.00	]	
10"	\$6,227.25		
12"	\$11,642.25		

# Income Qualified Elderly Customers 65 years of age or older Effective Date: 02-01-2021

Meter Size	Monthly Minimum Charge (includes 0 gallons)	Gallonage Charge
5/8"	\$34.15	\$7.25 per 1,000 gallons from 0 to 2,000 gallons \$8.93 per 1,000 gallons from 2,001 to 10,000 gallons \$10.12 per 1,000 gallons from 10,001 to 20,000 gallons \$10.78 per 1,000 from 20,001 and thereafter

REGULATORY ASSESSMENT
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 PAYMENT 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.
Section 1.02 - Miscellaneous Fees
TAP FEE
TAP FEE (unique costs permitted by PUC rule)       Actual Cost         FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.
LARGE METER TAP FEE
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
TRANSFER FEE
LATE CHARGE
RETURNED CHECK CHARGE
CUSTOMER DEPOSIT – RESIDENTIAL
CUSTOMER DEPOSIT – NON-RESIDENTIAL <u>1/6TH EST. ANNUAL BILL</u>
METER TEST FEE (actual cost of testing the meter up to)
SEASONAL RECONNECTION FEE

SEASONAL RECONNECTION FEE

BASE RATE FOR METER SIZE 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: INCREASES 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 § 24.25(b)(2)(G) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

### SUPPLEMENTAL EMERGENCY SERVICE FEE

APPLICABLE TO NONRESIDENTIAL WATER SERVICE CUSTOMERS THAT REQUIRE SUPPLEMENTAL SERVICE OVER AND ABOVE THEIR EXISTING WATER SERVICE FROM TIME TO TIME. USAGE TO BE DETERMINED BY CUSTOMER. THE MINIMUM DIAMETER FOR SUPPLEMENTAL SERVICE METER SHALL BE 2 INCHES.

### WATER PASS-THROUGH GALLONAGE CHARGE ADJUSTMENT:

CHANGES IN FEES IMPOSED BY ANY NON-AFFILATED THIRD PARTY WATER SUPPLIER OR UNDERGROUND WATER DISTRICTS HAVING JURISDICTION OVER THE UTILITY SHALL BE CHARGED THROUGH THE WATER 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:

WPC = ((TAC - BAC) + TUC) / TWS

Where:

TAC = Total Annual Costs for 12-month period BAC = Baseline Annual Purchased Water Costs from last Rate Application TUC = True-up Costs either Over Collections or Under Collections TWS = Total Water Sales for 12 months

The WPC 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 WPC on the proposed effective date in the notice. Implementation of this WPC adjustment provision shall be governed by 16 TAC 24.25(h).

### TEMPORARY WATER RATE:

Unless otherwise superseded by PUC order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

 $TGC = cgc + (\underline{prr})(cgc)(r)$ (1.0-r)

Where:

TGC = temporary gallonage charge

cgc = current gallonage charge

r = water use reduction expressed as a decimal fraction (the pumping restriction)

prr = percentage of revenues to be recovered expressed as a decimal fraction. For this tariff, prr shall equal 0.5.

To implement the Temporary Water Rate, the Utility must comply with all notice and other requirements of 16 TAC § 24.25(j).

### METER TAMPERING, DAMAGE OR SERVICE DIVERSION PENALTY:

ONE TIME PENALTY PER OCCURRENCE FOR TAMPERING WITH OR DAMAGING A WATER METER OR ANY APPURTENANCE THERETO INCLUDING LOCKS AND METER BOXES OR SERVICE DIVERSION OF ONE HUNDRED DOLLARS (\$100.00).

### 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 water 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).

## SURCHARGE FOR RATE-CASE EXPENSE (Docket No. 47736):

To be collected from all ratepayers subject to Commission Docket No. 47736, in the following systems: Enchanted River Estates, Oakview Water System, Rim Rock, River Bend, Windmill Ranch Subdivision, Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Park, Oak Village North, Stage Coach Hills, Huntington Estates, Cedar Springs MHP, Center Point, Heritage Park Water System, Hills & Dale, Oak Ridge Estates Water System, Platten Creek Water System, Rocky Creek Subdivision Water System, Southern Hills, Verde Park, Vista Hills, Woodhaven Mobile Home Park, Windwood Oaks Water System. It will be collected through a monthly surcharge of \$4.56 per connection. The monthly surcharge shall cease when \$330,000 has been recovered. If the full amount of \$330,000 has not been recovered by May 31, 2022, bills rendered after June 1, 2022, shall continue to contain a surcharge not to exceed \$4.56 until the remaining balance per connection is collected.

## SECTION 2.0 - SERVICE RULES AND REGULATIONS

### Section 2.01 – Rules

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 Water Service

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

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

Where service has previously been provided, service will be reconnected 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 meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

### 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 may 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 that 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.

### SECTION 2.0 - SERVICE RULES AND REGULATIONS (continued)

<u>Refund of deposit</u>. - 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 residential customer who has paid 18 consecutive billings without being delinquent. Deposits from non-residential customers may be held as long as that customer takes service.

## Section 2.05 - Meter Requirements, Readings, and Testing

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

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

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

## Section 2.06 - Billing

Bills from the Utility will be mailed monthly unless otherwise authorized by the PUC. The due date of the bills for utility service will be at least sixteen (16) days from the date of issuance. If the customer is a state agency, the due date for the bill may not be less than 30 days after issuance, unless otherwise agreed to by the agency. 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. At the customer's option, bills may be sent in a paperless, electronic form by email. The date of the email will constitute the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the Utility or the Utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

A late penalty of 10% of the delinquent bill 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 bill 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.

### SECTION 2.0 – SERVICE RULES AND REGULATIONS (continued)

In the event of a dispute between a customer and the 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 may 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 has not been entered into within 30 days from the date of issuance of a bill and if proper notice of termination has been given.

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

## Section 2.08 - Reconnection of Service

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.

Service will be reconnected within 36 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.

<u>Prorated Bills</u> - 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 production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the Utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

### Section 2.11 - 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

## SECTION 2.0 – SERVICE RULES AND REGULATIONS (continued)

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.

## 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 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 references in Utility's tariff, service contracts, or PUC rules shall mean the Utility's offices at 12535 Reed Road, Sugar Land, TX 77478. Customers may make payments, apply for service, and report service problems at the office. Use of the term "business office" shall refer to this office.

All payments for utility service shall be delivered or mailed to the Utility's business office. If the business office fails to receive payment before 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 a 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.

Customers shall not be allowed to use the Utility's cutoff valve on the Utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the meter.

No water connection from any public drinking water supply system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. The containment air gap is sometimes impractical and, instead, reliance must be placed on individual "internal" air gaps or mechanical backflow prevention devices.

Under these conditions, additional protection shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health. The water purveyor need not require backflow protection at the water service entrance if an adequate cross-connection control program is in effect that includes an annual inspection and testing by a certified backflow prevention device tester. It will be the responsibility of the water purveyor to ensure that these requirements are met.

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 - Public water utilities are required to deliver water to the customer's side of the meter or service connection that meets the potability and pressure standards of the TCEQ. The Utility will not accept liability for any injury or damage to individuals or their property

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## SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (continued)

occurring on the customer's side of the meter when the water delivered meets these state standards. The Utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause.

The Utility will not accept liability for injuries or damages to persons or property due to disruption of water 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 rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the Utility's tariff and the PUC's rules. The Utility is not required by law and does not provide fire prevention or fire-fighting services. The Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. The Utility will accept liability for any injury or damage to individuals or their property directly caused by defective utility plant (leaking water lines or meters) or the repairs to or construction of the Utility's facilities.

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, the Utility and the applicant will select such engineer, 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 water production, treatment, pumping storage and transmission.

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 before 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 § 24.163(a)(1)(C).

The Utility adopts the Uniform Plumbing Code pursuant to 30 TAC § 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. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use. No solder or flux, which contains more than 0.2% lead, can be used at any connection that provides water for human use.

## SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (continued)

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 water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the Utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the Utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. 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 water service will be used by the customer on the same installation in conjunction with the Utility's service, either by means of a crossover valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.

No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the customer's plumbing without notice to and written permission from the Utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention device inspector or appropriately licensed plumber and a written report of such inspection delivered to the Utility.

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 meters, water 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 meters, lines, or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer to locate and obtain the services of a licensed inspector in a timely manner. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a stateapproved backflow prevention device, such backflow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention

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## SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (continued)

device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

All customers or service applicants shall provide access to meters and Utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply. Access to meters and cutoff valves shall be controlled by the provisions of 16 TAC § 24.169(c).

Where necessary to serve an applicant's property, the Utility may require the applicant to provide it a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant.

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

## SECTION 3.0 STANDARD 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 before beginning construction.

The Utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction <u>may not be required</u> of individual residential customers for production, storage, treatment or transmission 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 water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified 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 TCEQ's Rules.

### SECTION 3.20 SPECIFIC UTILITY EXTENSION POLICY

### Section 3.20 - Specific Utility Extension Policy

This section contains the Utility's specific extension policy that 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 transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

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

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. 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.

When an individual residential applicant requires an extension of a main line beyond 200 feet, the charge to that applicant shall be the actual cost of such extension in excess of 200 feet, plus the applicable tap fee plus such other approved costs as may be provided in this tariff and/or PUC rules.

Residential tap fees may be increased by other unique costs not normally incurred as permitted by PUC rule. Larger meter taps shall be made at actual cost associated with that tap which shall include such extraordinary expenses.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163 and this tariff. 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 production, transmission, storage, pumping and treatment facilities, compliant with the TCEQ minimum design criteria, which must be committed to such extension. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

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

Unless expressly exempted by PUC rule or order, each point of use (as defined by 16 TAC § 24.3) must be individually metered.

The imposition of additional extension costs or charges as provided by Sections 2.12 and 3.02 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 before 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 any individual applicant desires one service connection. Service application 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 that 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, (4) delivered an executed customer service inspection certificate to the Utility and (5) has executed a customer service application for each location to which service is being requested.

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 is 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 meter is to be installed along the applicant's property line.

The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's 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, well plant sites shall convey with unrestricted rights to produce water for public drinking water supply. Developers shall be required to provide sanitary control easements acceptable to the TCEQ for each water well site to be located within their property or otherwise being obtained to serve their property. 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 production, storage, treatment, pressurization, and disposal sites that 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.

Before 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.

(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 before their submission to the County for approval to ensure 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 **Docket No. 50944** 

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 TCEQ or other governmental approvals or permits have been received. No construction of utility plant that 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 system extensions, except individual taps, meters, and water 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 before 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 Agreement 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 before 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.

(i) The Developer, not the Utility, shall insure that Developer's employees, agents, contractors, and others under its control coordinate their work or construction throughout the property with the Utility to insure the orderly and timely construction of all utility plant necessary to serve the public.

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, whether or not that line has adequate capacity to serve that 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 water distribution.

- (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.

A service applicant requesting a one-inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

# APPENDIX A -- DROUGHT CONTINGENCY PLAN

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

# APPENDIX B – APPLICATION FOR SERVICE

Monarch Utilities I L.P.

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effective August 2017



Return Signed Application to: Mail 12535 Reed Rd Sugar Land, TX 77478 Fax. (832) 209-5395 Phone: (366) 654-7992 Email, mmon disww: com (We must receive second page with signature)

#### THIS APPLICATION MUST BE COMPLETED, SIGNED AND RETURNED TO MONARCH UTILITIES I, L.P. BEFORE SERVICE CAN BE ESTABLISHED. AN APPROVED TRANSFER FEE MAY BE ASSESSED IF APPLICABLE. MONARCH UTILITIES I L.P.

CONTRACT/APPLICATION FOR UTILITY SERVICE					
Name of Applicant*:					
SN Last 4 Digits: Driver's License:Date of Birth:// Date to Begin Service (MM/DD/YY): / Is the water currently on? □Yes □ No					
'ype of service Water 🗅, Sewer 🗅, or Both 🗆 🦳 Residential 🗅, Commercial 🗇, Industrial 🗅, or Developer 🕁					
Service Address:					
City:		State:	Zip Code:		
Lot: Block:	Section:				
Mailing Address if different t	hen above:				
City:		State:	Zip Code:		
Nater Emergency Contact Preference (please check one): Home Phone: 🗆 Cell Phone: 🖻 Text: 💷 E-mail: 🖻					
'elephone(s): Home: (	_)D;	∎y: ()	Ceil: ()		
imail address:					
läve you ever been a SouthWest Water Company customer? 🗆 Yes🗆 No					
revious Address:					
(Street, City, State, Zip)					

All utility services to be provided hereunder shall be subject to all terms and conditions of Utility's state-approved tariff(s), Public Utility Commission of Texas ("PUCT") and the rules of the Texas Commission on Environmental Quality ("TCEQ"). This

Contract/Application for Utility Service ("Contract/Application") is by and between Monarch Utilities I L.P., a Texas corporation, ("Utility") and the applicant ("Customer" or "Applicant") whose name and signature is shown below at the end of this document. **Deposit:** If a residential service applicant does not establish credit to the satisfaction of the utility, the residential service applicant may be required to pay a deposit of \$50 for water service and \$50 for sewer service. No deposit may be required of a residential service applicant who is 65 years of age or older if the applicant does not have a delinquent account balance with the utility or another water or sewer utility. Applicant must provide valid proof of age.

**CUSTOMER LIABILITY:** Customer shall be liab<sup>1</sup>e for any damage or injury to Utility-owned property or personnel by the customer or others under his control. Customer agrees to take no action to create a health or safety hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the TCEQ. Utility will not accept liability for any injury or damage occurring on the customer's side of the meter. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of Utility, (3) electrical power failures, or (4) termination of water service pursuant to Utility's tariff, TCEQ and PUCT rules.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or firefighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

Monarch Utilities I L.P.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Utility has further adopted its own specific plumbing rules contained in its tariff. Any extensions and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed. 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 applicable regulatory authorities and all tariffed service rules of Utility. No other water service will be used by the Customer on the same property in conjunction with 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 water lines on his premises.

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the Uniform Plumbing Code and/or Utility's tariff.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water system by an air-gap only.

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

C. No connection that allows water to return to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

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

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access and use of the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system. If the property to be served does not have dedicated, recorded public utility easements available for Utility's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant applicant) shall be required to provide Utility with a recorded permanent easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the fee owner of the property. By signing the application, the landlord grants all required rights of access and easements.

PLUMBING INSPECTION: Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications, including remodeling, are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. When potential sources of contamination are identified that require the installation of a backflow prevention device, such backflow flow prevention device shall be installed, tested and maintained at the customer's expense.

SEWER REGULATIONS: <u>(only if sewer service provided)</u> 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 wastewater treatment plant within the parameters of the Utility's wastewater discharge permit. 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. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. 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 there is excessive, infiltration or inflow or failure to provide proper pretreatment, the Utility may require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem.

**RESIDENTIAL SINGLE FAMILY GRINDER / SEWAGE STATIONS :** <u>(only if sewer service provided)</u> 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.

CUSTOMER AGREEMENT: By signing this application for public utility service, I agree to comply with Utility's rules and tariff and all rules and regulations of applicable regulatory agencies. I guarantee prompt payment of all utility bills for the service address printed above. I will remain responsible for utility bills until the day service is terminated at my request. I agree to take no action to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers. I agree to put no unsafe, non-domestic service demands on Utility's system without notice to and permission from Utility.

Signature:

\_\_\_\_\_ Date: \_\_\_/ \_\_\_\_ Reference Number: \_\_

#### APPENDIX C – AGREEMENT FOR TEMPORARY WATER SERVICE

#### AGREEMENT FOR TEMPORARY WATER SERVICE

The water utility service applicant indicated below ("Customer") has applied for water utility service from **MONARCH UTILITIES I L.P.**, a Texas corporation ("Utility"), at the service location indicated below. Under state public health and water utility service regulations, Utility may not provide continuous potable water utility service to any new construction, to any existing service location where significant plumbing modifications have been made, or to any location where Utility has reason to believe that a cross-connection or other undesirable or unsafe condition exists until the service applicant or customer presents Utility with an executed Customer Service Inspection Certificate. It is Customer's sole obligation and responsibility, at his/her expense, to have the necessary inspection performed by a properly licensed inspector. Neither Utility nor its operators perform customer service inspections on behalf of Utility.

Notwithstanding this inspection requirement before permanent water service can be provided, Utility is allowed to provide Customer with temporary water service for construction purposes only. Utility agrees to prove such temporary construction water service at its standard rates and conditions of service upon Customer's agreement that:

1. The water service provided will be used for construction, testing or landscaping purposes only.

2. The water provided will not be consumed by humans or absorbed into the human body. This water is not to be used for washing or bathing of humans. It will not be used for cleaning utensils used in cooking or eating. It will not be used for cooking or preparing food. This water will not be used for any purpose described or suggested in 30 TAC § 290.38(36) as constituting "human consumption."

- 3. Customer will notify Utility in writing when to initiate the temporary construction service.
- 4. Customer will notify Utility in writing when construction at the indicated service location has ended,
- 5. Customer agrees not to occupy or reside in the indicated service location until Customer has delivered a fully executed Customer Service Inspection Certificate to Utility.

If Customer fails to abide by any provision of this agreement, water service to the indicated service location will be terminated and will not be restored under any circumstances until a fully executed Customer Service Inspection Certificate has been delivered to Utility. Termination will be made without notice if, in the opinion of Utility's licensed operator(s), Customer's service creates an immediate hazard to public health and safety. If no such hazard exists, Customer shall be notified and given a limited time to come into compliance. Utility's state-approved reconnect fee will be charged as a condition of service restoration if temporary water service is terminated for breach of this agreement.

1. Customer name:			
2. Customer's billing address:			
3. Customer's phone number: (	_)	_	
4. Service location:			N 7.7 - 104 K
Subdivision:			
Entered into in	County, Texas on the	_day of	
Customer: By:			
Utility: By:			

**Financial Information** 

Part E: Q 30

Confidential

**Filed Separately** 

**Disclosure of Affiliated Interests** 

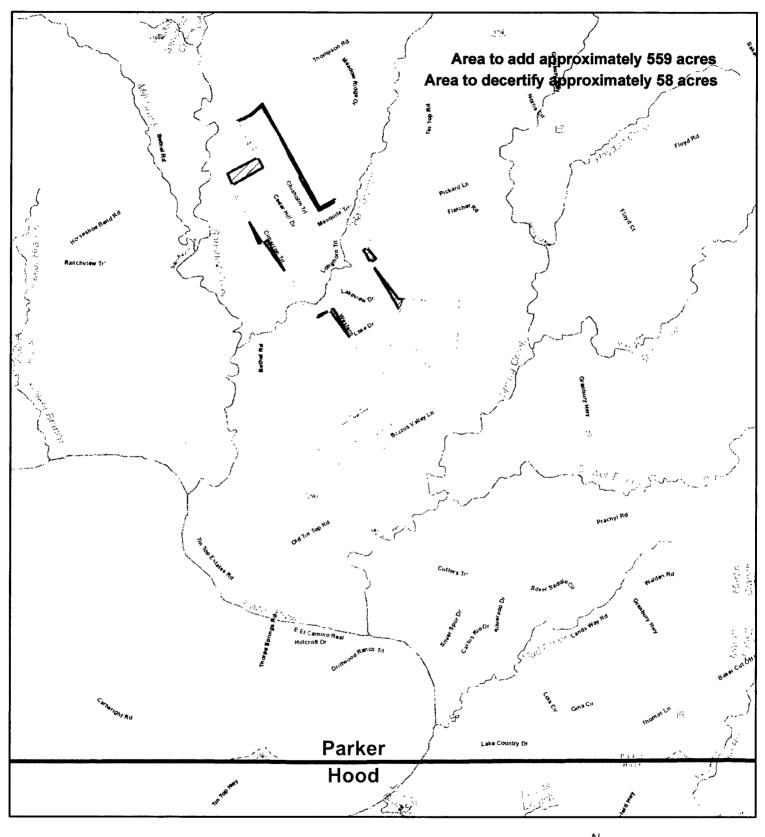
Part E: Q 31

AFFILIATE	<u>STATE</u>	
SouthWest Water Company	CA,OR,TX,AL,FL,SC	
Alabama Utility Systems, Inc.	AL	
Florida Utility Systems, Inc.	FL	
Kiawah Island Utility, Inc.	SC	
Metro Water Systems, Inc.	CA,TX	
Midway Water Utilities, Inc.	ТХ	
Monarch Utilities I L.P.	ТХ	
Ni South Carolina Utilities, Inc.	SC	
Northwest Utility Systems, Inc.	OR	
Oregon Water Utilities Cline Butte, Inc.	OR	
Oregon Water Utilities Mountain Lakes, Inc.	OR	
Oregon Water Utilities, Inc.	OR	
Palmetto Utilities, Inc.	SC	
Palmetto Wastewater Reclamation, Inc.	SC	
Shelby Ridge Utility Systems LLC	AL	
South Carolina Utility Systems, Inc.	SC	
South Carolina Water Utilities, Inc.	SC	
Southeast Utility Systems, Inc.	AL	
Suburban Water Systems	CA	
SWWC Utilities, Inc.	TX,AL	

Mapping – General Location (Small Scale)

Part F: Q 32 1.

## Application to Amend Monarch Utilities I LP CCN 12983 Western Lake Estates Water System Parker County



05

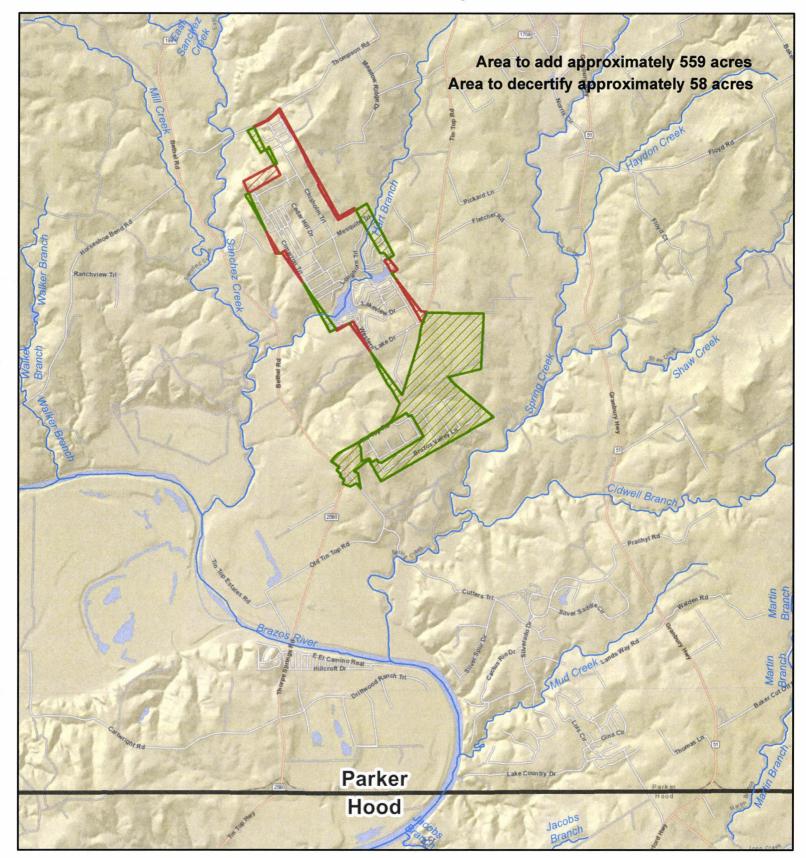
2 Miles

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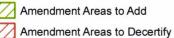
Amendment Areas to Add

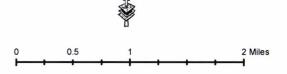
Amendment Areas to Decertify

## Application to Amend Monarch Utilities I LP CCN 12983 Western Lake Estates Water System Parker County



### Requested Water Service Area for CCN No. 12983 include:

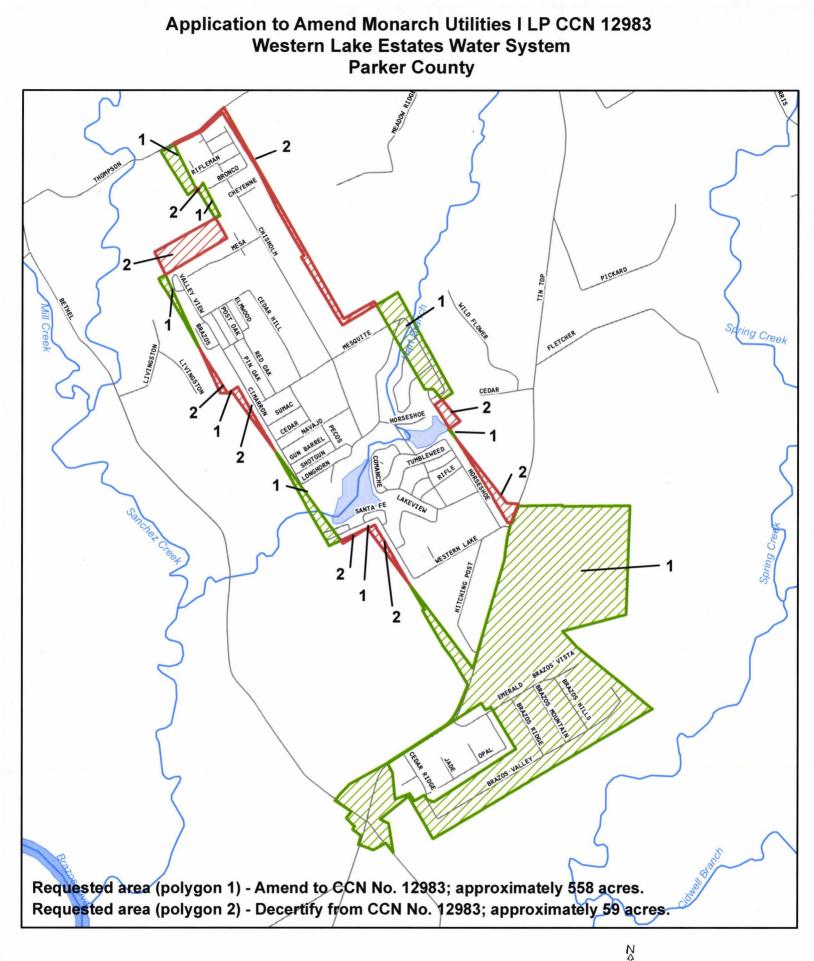




Mapping – Detailed Location (Large Scale)

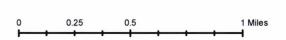
Part F: Q 32 1.

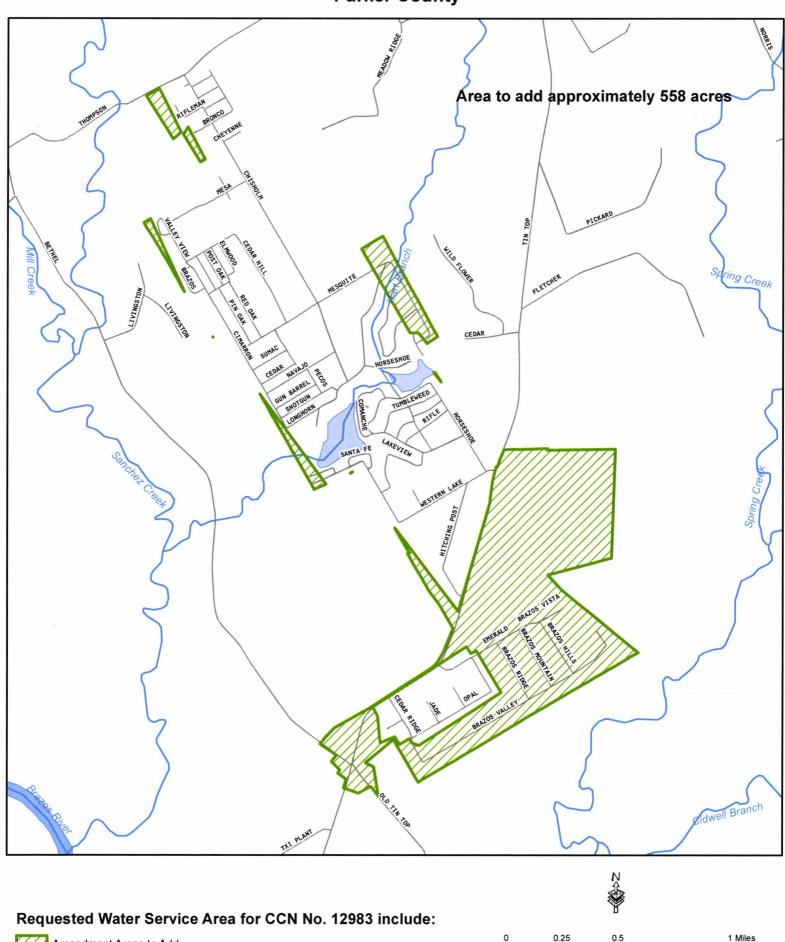
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### Requested Water Service Area for CCN No. 12983 include:

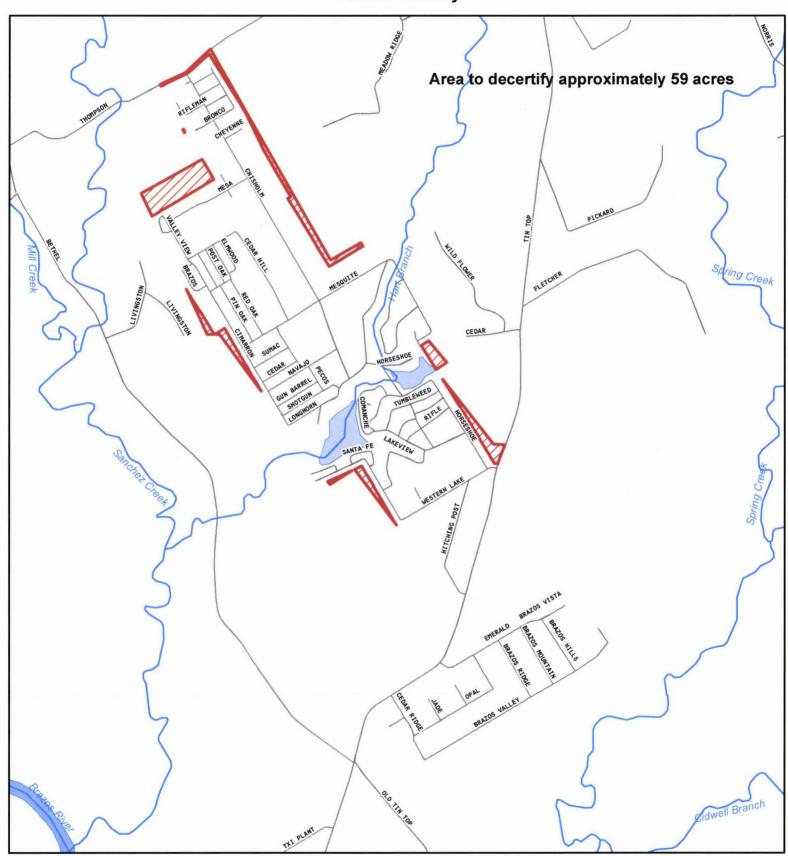






# Application to Amend Monarch Utilities I LP CCN 12983 Western Lake Estates Water System Parker County

Amendment Areas to Add



0.25

0

0.5

1 Miles

# Application to Amend Monarch Utilities I LP CCN 12983 Western Lake Estates Water System Parker County

### Requested Water Service Area for CCN No. 12983 include:



Amendment Areas to Decertify

Mapping – Digital Mapping Data

Part F: Q 32 3. iii.

filed electronically