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DOCKET NO. 52101

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PETITION OF CCD-NORTH SKY, LLC §  
TO AMEND MARILEE SPECIAL §  
UTILITY DISTRICT'S CERTIFICATE §  
OF CONVENIENCE AND NECESSITY §  
IN COLLIN COUNTY BY EXPEDITED §  
RELEASE §

PUBLIC UTILITY COMMISSION  
OF TEXAS

**MARILEE SPECIAL UTILITY DISTRICT'S  
RESPONSE TO AND MOTION TO DISMISS PETITION**

TO THE HONORABLE JUDGE KATIE MOORE MARX:

COMES NOW, MARILEE SPECIAL UTILITY DISTRICT ("Marilee") and files this Response to and Motion to Dismiss CCD-North Sky, LLC's ("Petitioner") Petition for Expedited Release Pursuant to Texas Water Code § 13.2541 ("Petition"). The Petition seeks to use the Public Utility Commission's (the "Commission") streamlined expedited release process, Texas Water Code ("TWC") § 13.2541, to extract approximately 219.976 acres of Property ("Property") from the water utility service area Marilee serves under Certificate of Convenience and Necessity ("CCN") No. 10150 in Collin County, Texas.

The TWC authorizes "streamlined expedited release," where the "owner of a tract of land that is at least 25 acres and that is not receiving water or sewer service" petitions for expedited release "of the area" from a certificate of public convenience and necessity ("CCN").<sup>1</sup> Marilee asks the Commission to dismiss the petition because the Property does not qualify for streamlined release from Marilee's CCN as it currently receives water service from Marilee; additionally, the Petition is administratively incomplete and deficient and cannot be cured under TWC § 13.2541. Alternatively, if the Commission releases the Property despite these facts, Marilee is entitled to just and adequate compensation.

**I. INTRODUCTION**

On May 10, 2021, Petitioner filed a Petition for streamlined expedited release to decertify the Property from Marilee's certificated water service territory, CCN No. 10150, pursuant to TWC

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<sup>1</sup> TWC § 13.2541; *see also* 16 Texas Admin. Code ("TAC") § 24.245(h) (same).

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§ 13.2541 and 16 TAC § 24.245(h).<sup>2</sup> The Petition alleges that the Property is greater than 25 acres, is not receiving water or sewer service, and is entirely within Collin County.<sup>3</sup>

On May 19, 2021, the Commission entered Order No. 1, requiring Commission Staff to file comments regarding the administrative completeness of the Petition and notice by June 9, 2021.<sup>4</sup>

On May 24, 2021, Marilee filed a Motion to Intervene.<sup>5</sup> The Commission granted the Motion to Intervene on June 9, 2021.<sup>6</sup>

On June 9, 2021, Commission Staff filed its Recommendation on Administrative Completeness. Noting multiple errors and inconsistencies in Petitioners' maps of the Property, Commission Staff recommended that the Petition be found administratively incomplete. On June 11, 2021, the Commission entered Order No. 3, in which it found the Petition administratively incomplete, and gave Petitioner until July 7, 2021, to "cure the deficiencies" identified by Commission Staff.<sup>7</sup>

Order No. 1 also permits Marilee to file a response to the Petition, verified by notarized affidavit, by June 16, 2021. Order No. 2 did not extend this deadline. Thus, this response is timely filed.

## II. MOTION TO DISMISS

Upon the motion of any party, the Commission may dismiss, with or without prejudice, any proceeding for any reason specified in 16 TAC § 22.181.<sup>8</sup> The Commission may dismiss this proceeding without hearing if the facts necessary to support dismissal are uncontested or are

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<sup>2</sup> Petition at 1 (May 10, 2021).

<sup>3</sup> *Id.* at 2.

<sup>4</sup> Order No. 1 -- Requiring Comments on Administrative Completeness, Notice, and Other Matters, and Establishing Procedural Schedule (May 19, 2021).

<sup>5</sup> Motion to Intervene (May 24, 2021).

<sup>6</sup> Order No. 2 – Granting Intervention (June 9, 2021).

<sup>7</sup> Order No. 3 – Finding Petition Incomplete and Establishing an Opportunity to Cure (June 11, 2021).

<sup>8</sup> 16 TAC § 22.181(a).

established as a matter of law.<sup>9</sup> The Commission’s procedural rules include the following reasons for dismissal: lack of jurisdiction, moot question or obsolete petition, res judicata, and collateral estoppel.<sup>10</sup> A party’s motion for dismissal must specify at least one of the reasons identified in § 22.181(d).<sup>11</sup> The motion must include a statement that explains the basis for the dismissal and, if necessary, a statement of the material facts that support the motion and an affidavit that supports the motion and that includes evidence that is not found in the then-existing record.<sup>12</sup>

**A. Marilee Provides Actual Water Service to the Property.**

To obtain release of property from a CCN holder under TWC § 13.2541, a landowner must demonstrate with affirmative evidence that the landowner owns a tract of land that is at least 25 acres, that the tract of land is located in a qualifying county, and that the tract of land is not receiving service of the type that the current CCN holder is authorized to provide under the applicable CCN.

Here, the Property may not be released because Petitioner has failed to demonstrate that it is not receiving water service under TWC §§ 13.002(21) and 13.2541(b) and 16 TAC § 24.245(h), as interpreted in *Texas General Land Office v. Crystal Clear Water Supply Corporation*.<sup>13</sup> Not only has Petitioner failed to carry its burden, Marilee demonstrates in this verified response that the Property is receiving water service from Marilee under any interpretation of the term “service,” under TWC and Texas case law, such that the Property cannot be released from Marilee’s CCN under TWC § 13.2541.

The TWC broadly defines “service” as “any act performed, anything furnished or supplied, and any facilities or lines committed or used by a retail public utility in the performance of its

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<sup>9</sup> 16 TAC § 22.181(c).

<sup>10</sup> 16 TAC § 22.181(d).

<sup>11</sup> 16 TAC § 22.181(e).

<sup>12</sup> *Id*

<sup>13</sup> 449 S.W.3d 130 (Tex. App.—Austin 2014, pet. denied) (interpreting TWC § 13.2541’s predecessor statute, § 13.254(a-5); in 2019, the Legislature transferred § 13.245(a-5) to § 13.2451, its current place in the Water Code. See Tex. S.B. 2272, 86th Leg., R.S. (2019)). Marilee does not contest that the Property is less than 25 acres or that it is not located in Collin County, which is a qualifying county.

duties[.]”<sup>14</sup> Whether or not a tract is “receiving water or sewer service” under TWC § 13.2541 is a fact question.<sup>15</sup> According to the plain text of that definition and the Commission’s and Texas courts’ interpretation of it, whether or not a tract is receiving “service” is not dependent on whether water or sewer is being used or has been requested on the tract sought to be decertified. Instead, a tract is “receiving” water or sewer service if either of the following conditions are met:

- Any facilities or lines are committed or used in the performance of the CCN holder’s duties as a retail public utility; or
- Any lines are committed or used in the performance of the CCN holder’s duties as a retail public utility.<sup>16</sup>

The inquiry into whether a tract is “receiving service” requires the Commission to consider any lines or facilities committed to providing water to the tract. As defined by TWC § 13.002(9), “facilities” includes “all the plant and equipment of a retail public utility, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of any retail public utility.” In the *Crystal Clear* decision, the Austin Court of Appeals held that facilities or lines “used” or “committed” to providing such service might cause a property to “receive service” under the statutory and regulatory definition.<sup>17</sup> But where water lines are actually present within a tract and “committed” to the property in that manner, the tract is unquestionably “receiving service”<sup>18</sup> and the

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<sup>14</sup> TWC § 13.002(21).

<sup>15</sup> See, e.g., *Crystal Clear*, 449 S.W.3d at 137-38 (noting that “service” as defined by TWC § 13.002(21) “is of intentionally broad scope and encompasses an array of activities that a retail public utility might engage in as part of its mission of ‘providing potable water service or sewer service, or both, for compensation.’”); *Johnson County Specialty Utility District v Public Utility Comm’n of Texas* No. 03-17-00160-CV, 2018 WL 2170259 \*\* 24-27 (Tex. App—Austin (May 11, 2018, pet. denied) (mem. op.) (affirming decertification where “evidence showed that there was no water service or District facilities located on the Property capable of providing water service.”)

<sup>16</sup> See *id.*; see also *Crystal Clear*, 449 S.W.3d at 137.

<sup>17</sup> See *Crystal Clear*, 449 S.W.3d at 140.

<sup>18</sup> See *id.* at 140 (“Certainly an active water tap on the Decertified Property would constitute a facility or line ‘used’ to supply water to the tract on which it was located.”).

Commission has determined that a streamlined expedited release petition may not be granted under TWC § 13.2541, as interpreted by *Crystal Clear*, when such facts are present.<sup>19</sup>

**B. The Petition Fails to Show Facts to Prove that the Property Is Not Receiving Water Service.**

In a proceeding under 16 TAC § 24.245(h), Petitioner has the burden to establish that the tract is *not* receiving service, as the TAC requires that a petitioner provide a “statement of facts that demonstrate that the Property is not currently receiving service.”<sup>20</sup> In *Johnson County Specialty Utility District v. Public Utility Comm’n of Texas*,<sup>21</sup> for example, the petitioner provided a detailed affidavit by a land broker of the grounds of the property to be decertified, in which the broker stated that he searched the property, which was inhabited, for several hours and found no district water meters or facilities, only “two shuttered ground well heads” and a “small, elevated water storage tank . . . implying that any dwelling on the [p]roperty required that water pressure be generated locally and not from a retail water utility service provider.”<sup>22</sup> The Commission ultimately found that the property to be decertified had received no water service from at least 2005.<sup>23</sup>

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<sup>19</sup> See, e.g., *Petition of Clay Road 628 Development, LP to Amend 7’&W Water Service Company’s Certificate of Convenience and Necessity in Montgomery County by Expedited Release*, Docket No. 50261, Order Denying Streamlined Expedited Release at 2-4 (Apr. 29, 2020) (denying streamlined expedited release where petitioner failed to establish that it was not receiving water service under the standards of TWC § 13.2541, as interpreted by *Crystal Clear*).

<sup>20</sup> See 16 TAC § 24.245(h)(3)(D) (“A landowner seeking streamlined expedited release under this subsection must file with the commission a petition and supporting documentation containing the following information and verified by a notarized affidavit: . . . a statement of facts that *demonstrates* that the tract of land is not currently receiving service.”) (emphasis added).

<sup>21</sup> No. 03-17-00160-CV, 2018 WL 2170259 (Tex. App—Austin (May 11, 2018, pet. denied) (mem. op.) (interpreting TWC § 13.2541’s predecessor statute, § 13.254(a-5); in 2019, the Legislature transferred § 13.245(a-5) to § 13.2451, its current place in the Water Code. See Tex. S.B. 2272, 86th Leg., R.S. (2019)).

<sup>22</sup> *Id.* at \*\*6-7.

<sup>23</sup> *Id.* at \*\*9-10 (citing the Commission’s Finding of Fact No. 24).

Here, Petitioner fails to prove that the Property is not receiving water service from Marilee. Petitioner has not set out a recitation of facts similar to that in the *Johnson County* case, to prove that it is not receiving service now. Accordingly, Petitioner has not met, and cannot meet, its burden of proof under Texas law to decertify the Property.

Petitioner cannot establish that the Property is not receiving water service from Marilee because the Property is receiving service. Marilee has established that it is providing water service to the Property under TWC §§ 13.002(21) and 13.254(a-5) and 16 TAC § 24.245(l), as interpreted by *Crystal Clear* and other Texas cases. The following exhibits are attached to this Response: the affidavit of Donna Loiselle, General Manager for Marilee; affidavit of Eddy Daniel, professional engineer for Marilee; Marilee's mapping information; and the member information and billing statements for Meter #241. The exhibits demonstrate that:

(1) Marilee has an active two-inch waterline located within the Property;<sup>24</sup>

(2) Marilee has a residential meter, Meter #241, located within the Property that actively supplies water to a billed residential connection located at 3170 North Louisiana Drive, Celina, Texas 75009, and remains on today;<sup>25</sup>

(3) Meter #241, which is within the Property boundaries, has been providing water service to the residence there since December 5, 1981;<sup>26</sup>

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<sup>24</sup> See Exhibit A, Affidavit of Donna Loiselle, at ¶¶ 6-7; Exhibit B, Affidavit of Eddy Daniel, at ¶ 5.

<sup>25</sup> See Exhibit A at ¶ 6 (referring to Exhibits C-1 and C-2); Exhibit B at ¶ 5 (referring to Exhibits C-1 and C-2); see also Exhibits C-1 and C-2 (maps of the Property showing the location of Meter #241 and Marilee's waterline on the Property).

<sup>26</sup> See Exhibit A at ¶¶ 8-12 (describing the service and boiling history for Meter #241, which was designated Meter #120 until 1994, when Marilee transitioned to electronic records); see also Exhibits D-1 to D-5 (Billing Statements reflecting water service to Meter #120 (now Meter #241) beginning in 1981 from Marilee's predecessor, Gunther Special Utility District, and reflecting continuing water service to Meter #241 into 2021 to Eduardo Brena and Serafina Gonzales, current occupants of 3170 North Louisiana Drive, Celina, Texas 75009).

(4) Through Meter #241 and the 2” waterline connected to it, Marilee provides actual water service on the Property;<sup>27</sup> and

(5) Though Marilee has not received a request for water service to the Property specifically from Petitioner CCD-North Sky, LLC, but if Petitioner did request service from Marilee, all facilities are in place to deliver water to the Property.

With this evidence, Marilee has demonstrated that it has performed acts for and has supplied water service to the Property.<sup>28</sup> Under these facts, and because Petitioner has not met its burden to establish that the Property is not receiving service, the Commission should deny release of the Property and dismiss the Petition.

**C. The Petition is Administratively Incomplete and Cannot Be Cured.**

On June 9, 2021, Commission Staff filed its Recommendation on Administrative Completeness, recommending that the Petition be found administratively incomplete due to multiple errors in Petitioners’ maps and inconsistencies in descriptions of the Property. In Order No. 3, entered on June 11, 2021, the Commission agreed, holding the Petition administratively incomplete, and gave Petitioner until July 7, 2021, to cure the deficiencies identified by Commission Staff.<sup>29</sup> Marilee asserts that, as there is no provision of TWC § 13.2541 that provides petitioners an opportunity to “cure” deficient petitions, that the correct action is to dismiss the Petition.

Petitioner should not have an opportunity to cure the administratively incomplete Petition that is not contemplated by TWC § 13.254’s statutory framework for streamlined expedited release of property. First, allowing opportunities to “cure deficiencies” conflicts with the statutory 60-day timeline that the TWC requires for these proceedings.<sup>30</sup> Petitioner filed the Petition on May 10,

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<sup>27</sup> See Exhibit A, Affidavit of Donna Loiselle, at ¶ 8; Exhibit B at ¶ 5.

<sup>28</sup> See *Crystal Clear*, 449 S.W.3d at 140. Marilee is formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation and operated as a retail public utility under those names.

<sup>29</sup> Order No. 3 – Finding Petition Incomplete and Establishing an Opportunity to Cure (June 11, 2021).

<sup>30</sup> See TWC § 13.2541(c) (“The utility commission shall grant the petition not later than the 60th day after the date the landowner files the petition.”).

2021. A decision on that Petition is due, the statute dictates, by July 9, 2021, which is 60 days after the filing. Under the current scheduling order, however, Petitioner has been given until July 7, 2021, to “cure deficiencies.” There is now no path by which the Commission can grant the petition by the 60-day deadline in this proceeding, which is July 9, 2021. Marilee believes the Petition has been denied by the finding of administrative incompleteness—the Commission *cannot* grant the Petition by July 9 because the Petition is administratively incomplete. Therefore, the Petition is denied. Petitioner may initiate a new decertification proceeding under TWC § 13.2541, but there is no statutory means to authorize the initial proceeding to extend past 60 days. The Commission’s statutory jurisdiction over the Petition will terminate on July 9, 2021. Accordingly, Marilee requests that the Commission reconsider Order No. 3, which provided the opportunity to “cure,” and instead deny the Petition.

Further, Marilee asks the Commission to dismiss the administratively incomplete Petition because the deficient mapping information obscures and omits key features that materially affect the outcome of this proceeding—namely, that Marilee is actively providing water service on the Property. In order to obscure that fact, Petitioner filed inaccurate and confusing mapping information that falls far short of the statutory requirements for streamlined release. Under TWC § 13.2541(b), a landowner seeking streamlined expedited release<sup>31</sup> must file with its petition:

- A general-location map identifying the tract of land in reference to the nearest county boundary, city, or town;
- A detailed map identifying the tract of land in reference to verifiable man-made and natural landmarks, such as roads, rivers, and railroads; and one of the following:
  - A metes-and-bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor;
  - A recorded plat; or
  - 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

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<sup>31</sup> See 16 TAC § 24.245(h) (providing the requirements for streamlined expedited release of property from a CCN, including the mapping information described in 16 TAC § 24.245(k)).

Statewide Mapping System (meters). The digital mapping data must include a single, continuous polygon record.<sup>32</sup>

Petitioner's required mapping information is deficient. Petitioner filed with its petition a general map that is nearly illegible and a detailed map that is equally poor. Had Petitioner filed accurate maps, like the maps attached to this Response as Exhibit C-1 and C-2,<sup>33</sup> then Petitioner could not argue that the Property is not receiving active water service from Marilee. The Commission should not let Petitioner use obfuscation to make an end run around the Texas Water Code. The Petition should be dismissed because, with correct mapping information, it would be apparent that Marilee's meter and waterlines serves the Property.

### **III. MARILEE MUST BE COMPENSATED IF THE PROPERTY IS REMOVED FROM ITS CCN.**

The Petition should be dismissed for the reasons Marilee has given. However, if the Commission does decertify the Property and reduce Marilee's CCN No. 10150, Marilee is entitled to a determination of just and adequate compensation.

The TWC prohibits a retail public utility from "in any way render[ing] retail water or sewer service directly or indirectly to the public in an area that has been decertified" unless just and adequate compensation has been paid to the decertified retail public utility, in this case, Marilee.<sup>34</sup> Under the Texas Water Code and the Commission's implementing regulations, "the value of real property owned and utilized by the retail public utility for its facilities shall be determined according to the standards set forth in Chapter 21, Property Code, governing actions in eminent domain,"<sup>35</sup> and the value of personal property shall be determined according to the factors in that

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<sup>32</sup> 16 TAC § 24.245(k).

<sup>33</sup> See Exhibits C-1 and C-2 (Maps of Property); see also Exhibit A at ¶¶ 4-5 (attesting that the maps provided as Exhibit B are true and correct based on the metes and bounds descriptions provided by Petitioner); Exhibit B at ¶¶ 3-4 (same).

<sup>34</sup> TWC § 13.254(d); see also TWC § 13.2541(a) (providing that "Sections 13.254(a-7), (c), (d), and (h) apply to a proceeding under this section.").

<sup>35</sup> TWC § 13.254(g); see also TWC § 13.2541(h) (providing that "Section 13.254(g) applies to a determination of the monetary amount of compensation under this section.").

subsection. The factors ensuring that the compensation to a retail public utility is just and adequate shall include:

The amount of the retail public utility's debt allocable for service to the area in question; the value of the service facilities of the retail public utility located within the area in question; the amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question; the amount of the retail public utility's contractual obligations allocable to the area in question; any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification; the impact on future revenues lost from existing customers; necessary and reasonable legal expenses and professional fees; and other relevant factors."<sup>36</sup>

If the Property is removed from Marilee's CCN No. 10150, Marilee is entitled to compensation under several of these factors including, but not limited to, the costs of obtaining permits, planning, design, and construction of facilities, and the necessary and reasonable legal expenses and professional fees that are incurred as a result of the decertification Petition. Marilee would also be compelled to spend time and resources to make the filing required by Texas Water Code section 13.257(r)-(s).<sup>37</sup>

The monetary amount required to provide just and reasonable compensation to Marilee shall be determined by an appraiser, either one agreed upon by Petitioner and Marilee, or one hired by each Petitioner and Marilee, and a third appointed by the Commission.<sup>38</sup>

#### IV. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, Marilee respectfully requests the Commission to deny the Petition because it cannot lawfully be granted under Texas Water Code § 13.2541. Alternatively, if the Commission approves the Petition, Marilee seeks just and adequate

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<sup>36</sup> See TWC § 13.254(g) ("The utility commission shall adopt rules governing the evaluation of these factors.").

<sup>37</sup> See TWC § 13.257(r)-(s) (requiring notices).

<sup>38</sup> TWC § 13.2541(i).

compensation for the reduction of its CCN No. 10150. Marilee also seeks all and further relief to which it may be justly entitled at law or in equity.

Respectfully submitted,

By:   
\_\_\_\_\_

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ATTORNEYS FOR MARILEE SPECIAL  
UTILITY DISTRICT

**CERTIFICATE OF SERVICE**

I hereby certify that I have served or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail and/or Certified Mail Return Receipt Requested to all parties on this 16<sup>th</sup> day of June 2021.

  
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Grayson E. McDaniel

**EXHIBIT A**

**AFFIDAVIT OF DONNA LOISELLE,  
GENERAL MANAGER FOR MARILEE SPECIAL UTILITY DISTRICT**

**DOCKET NO. 52101**

**PETITION OF CCD-NORTH SKY, LLC § PUBLIC UTILITY COMMISSION**  
**TO AMEND MARILEE SPECIAL §**  
**UTILITY DISTRICT'S CERTIFICATE § OF TEXAS**  
**OF CONVENIENCE AND NECESSITY §**  
**IN COLLIN COUNTY BY EXPEDITED §**  
**RELEASE §**

**SUPPORTING AFFIDAVIT OF DONNA LOISELLE,**  
**GENERAL MANAGER OF MARILEE SPECIAL UTILITY DISTRICT**

**STATE OF TEXAS §**  
**§**  
**COUNTY OF COLLIN §**

BEFORE ME, the undersigned authority, on this date personally appeared Donna Loiselle, who being by me first duly sworn, on her oath deposed and testified as follows:

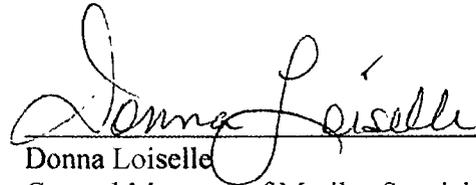
1. "My name is Donna Loiselle. I am more than 18 years of age and I am of sound mind and qualified to make this affidavit. I have personal knowledge of all facts stated herein.
2. "Since 1996, I have been the duly appointed general manager of Marilee Special Utility District ("Marilee") and I am the custodian of the records of Marilee. Marilee is the successor to Gunter Rural Water Supply Corporation.
3. "I am authorized to make this affidavit on behalf of Marilee in Docket 52101 in support of its response to CCD-North Sky, LLC ("Petitioner") request to release 219.976 acres of Property ("Property") from areas for which Marilee holds water certificate of convenience and necessity ("CCN") No. 10150.
4. "I have read Marilee Special Utility District's Response to and Motion to Dismiss Petition in Docket No. 52101 (the "Response") and each and every factual statement contained therein is true and correct.
5. "Attached as Exhibit C-1 to the Response is a true and correct copy of a portion of Marilee's water system map prepared by Marilee's engineer of record, DBI Engineers. The Property that is the subject matter of Docket No. 52101, being 219.976 acres of contiguous property acres, is accurately located on the map according to the metes and bounds of Exhibit "B" of the Petition filed in this docket.
6. "Also attached as Exhibit C-2 to the Response is a true and correct copy of a portion of Marilee's water system map prepared by Marilee's engineer of record, DBI Engineers. The real property owned by Petitioner is accurately located on the map according to the metes and bounds of Exhibit "C" of the Petition filed by Petitioner in Docket No. 52101, being the Special Warranty Deed with Vendor's Lien, recorded as Instrument No. 20210325000596630 in the deed records of Collin County, Texas (the "Deed").

7. "Marilee provides water service to the Property, specifically through a 2" waterline on the Property served off the 6" waterline at the corner of CR #99 and Louisiana Road Drive through Meter #241 (the "Meter"). The Meter is visible within the Property boundaries in the maps provided as Exhibits C-1 and C-2.
8. The Meter and the 2" waterline connected to it are located on the Property. The Meter provides water service to the residence located at 3170 North Louisiana Drive, Celina, Texas 75009.
9. "The Meter is currently active and Marilee has provided water to the meter continuously since December 5, 1981.
10. "Attached as Exhibits D-1 to D-5 to the Response are true and correct copies of a selection of billing statements for water usage of Meter #241, which, before Marilee transitioned to electronic records in 1994, was designated Meter #120 (the "Billing Statements").
  - a. Exhibit D-1 is a true and correct copy of a service agreement with Marilee's predecessor, Gunter Rural Water Corporation, dated December 5, 1981, for water service to Meter #241, which before Marilee transitioned to electronic records in 1994, was designated Meter #120. Account 120 provided water service to the same address as Meter #241 does. Exhibit D-1 also reflects service to Meter #120A, which is located across Louisiana Drive from the Property and is not at issue in this proceeding.
  - b. Exhibit D-2 is a true and correct copy of the cost-of-service notice, service application, service agreement, and deposit check made between Marilee's predecessor, Gunter Rural Water Corporation, and Chi Chu Chan, dated May 25, 2004, for water service to Meter #241. Bank account numbers, telephone numbers, and driver's license numbers, if any, have been redacted.
  - c. Exhibit D-3 is a true and correct copy of the cost-of-service notice, service application, and service agreement made between Marilee and Eduardo Brena and Serafina Gonzales, current occupants of 3170 North Louisiana Drive, Celina, Texas 75009. Bank account numbers, telephone numbers, and driver's license numbers, if any, have been redacted.
  - d. Exhibit D-4 is a true and correct copy of reading and payment records for Meter #241, reflecting payments up to the present. Bank account numbers, telephone numbers, and driver's license numbers, if any, have been redacted.
  - e. Exhibit D-5 is a true and correct copy of the customer detail sheet reflecting notes taken by Marilee regarding Meter #241, with notes describing the owners and tenants who have occupied the residence from 1995-2019.

11. "The Billing Statements were made at or near the time of each act, event or condition set forth. The Billing Statements were made by or from information transmitted by persons with knowledge of the matters set forth.

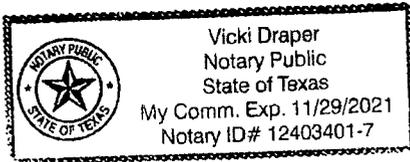
12. "The Billing Statements were kept in the course of regularly conducted business activity of Marilee. It is the regular practice of Marilee to make the Billing Statements.

FURTHER, AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Donna Loiselle  
General Manager of Marilee Special Utility  
District

SWORN TO AND SUBSCRIBED before me by Donna Loiselle on this 16 day of June 2021.

Notary Public in and for the State of Texas FURTHER, AFFIANT SAYETH NOT.



*June 16, 2021*

*Vicki Draper*

**EXHIBIT B**

**SUPPORTING AFFIDAVIT OF EDDY DANIEL,  
PROFESSIONAL ENGINEER FOR MARILEE SPECIAL UTILITY DISTRICT**

**DOCKET NO. 52101**

<b>PETITION OF CCD-NORTH</b>	<b>§</b>	<b>PUBLIC UTILITY</b>
<b>SKY, LLC TO AMEND</b>	<b>§</b>	<b>COMMISSION</b>
<b>MARILEE SPECIAL</b>	<b>§</b>	
<b>UTILITY DISTRICT'S</b>	<b>§</b>	<b>OF TEXAS</b>
<b>CERTIFICATE OF</b>	<b>§</b>	
<b>CONVENIENCE AND</b>	<b>§</b>	
<b>NECESSITY IN COLLIN</b>	<b>§</b>	
<b>COUNTY BY EXPEDITED</b>		
<b>RELEASE</b>		

**SUPPORTING AFFIDAVIT OF EDDY DANIEL, P.E.**  
**PROFESSIONAL ENGINEER FOR MARILEE SPECIAL UTILITY DISTRICT**

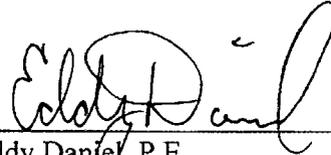
**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

BEFORE ME, the undersigned authority, on this date personally appeared Eddy Daniel, P.E. who being by me first duly sworn, on her oath deposed and testified as follows:

1. "My name is Eddy Daniel. I am more than 18 years of age and I am of sound mind and qualified to make this affidavit. I have personal knowledge of all facts stated herein.
2. "I am an engineer and the employee of Dunaway|DBI. The company serves as the engineer of record for Marilee Special Utility District, the Intervenor in this matter, and I am the project engineer for the utility. I have been in that position for 23 years.
1. "I am authorized to make this affidavit on behalf of Marilee in Docket 52101 in support of its response to CCD-North Sky, LLC ("Petitioner") request to release 219.976 acres of Property ("Property") from areas for which Marilee holds water certificate of convenience and necessity ("CCN") No. 10150.
3. "I prepared the map of Marilee's water system attached to the Response as Exhibits C-1. The Property that is the subject matter of Docket No. 52101, being 219.976 acres of contiguous property acres, is accurately located on the map according to the metes and bounds of Exhibit "B" of the Petition filed in this docket.
4. "I prepared the map of Marilee's water system attached to the Response as Exhibits C-2. The real property owned by Petitioner is accurately located on the map according to the metes and bounds of Exhibit "C" of the Petition filed by Petitioner in Docket No. 52101, being the Special Warranty Deed with Vendor's Lien, recorded as Instrument No. 20210325000596630 in the deed records of Collin County, Texas (the "Deed").

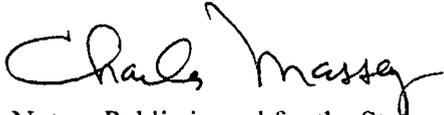
5. "Marilee has a 2" waterline on the Property served off the 6" waterline at the corner of CR #99 and Louisiana through Meter #241 (the "Meter"). The Meter is visible within the Property boundaries in the maps provided as Exhibits C-1 and C-2.

FURTHER, AFFIANT SAYETH NOT.

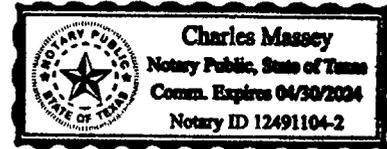


Eddy Daniel, P.E.  
Engineer for Marilee Special Utility District

SWORN TO AND SUBSCRIBED before me by Eddy Daniel on this 16th day of June 2021.



Notary Public in and for the State of Texas



**EXHIBIT C**

**MAPS IDENTIFYING MARILEE'S ACTIVE METER #241 AND WATERLINE  
ON THE PROPERTY**



TRACT 2  
66.862 ACRES

TRACT 1  
153.177 ACRES

Exhibit C-1

#244  
HUBBARD

#466  
MOORE

#318  
ROSEBERRY

DEAD METER  
#112

#992  
HOWETH

#1024  
BLACK

PR 5524

#371  
WILLARD

#39

8"

8"

2"

6"

6"

ECN BOUNDARY



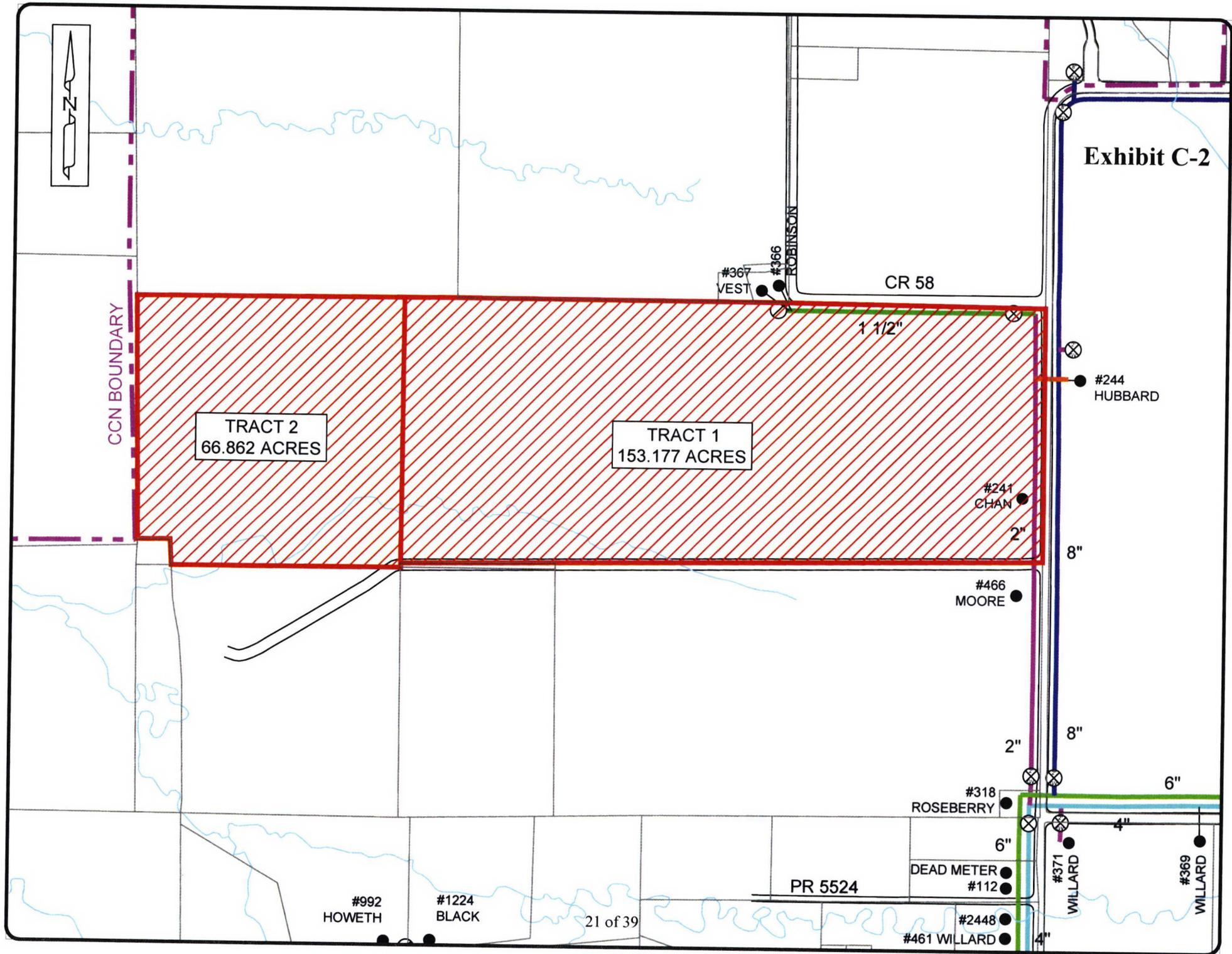


Exhibit C-2

CCN BOUNDARY

TRACT 2  
66.862 ACRES

TRACT 1  
153.177 ACRES

CR 58

PR 5524

21 of 39



#992  
HOWETH

#1224  
BLACK

#318  
ROSEBERRY

DEAD METER  
#112

#2448  
#461 WILLARD

#371  
WILLARD

#369  
WILLARD

#466  
MOORE

#241  
CHAN

#244  
HUBBARD

#367  
VEST

#366  
ROBINSON

1 1/2"

2"

8"

2"

8"

6"

4"

4"

**EXHIBIT D**

**BILLING STATEMENTS REFLECTING WATER SERVICE TO METER #241,  
LOCATED ON THE PROPERTY**

SERVICE AGREEMENT

AGREEMENT made this DEC 05 1987 day of \_\_\_\_\_, 19\_\_\_\_, between,  
QUINCY RURAL WATER CORP., a corporation organized under the  
laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_  
120--120A  
A. L. Mahan, (hereinafter called the Member)

Witnesseth:

The Corporation agrees to sell and deliver water and/or sewer service to the Member and Member agrees to purchase and receive water and/or sewer service from the Corporation, in accordance with the bylaws and rules and regulations of the Corporation as amended from time to time by the Corporation.

The Member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the Corporation's Board of Directors.

The Board of Directors shall have the authority to sell the membership of any member in the event of nonpayment of any charges of assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Member. The proceeds of any sale of membership over and above the amount due the Corporation shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Corporation at a price determined by the Board to be fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Corporation the proceeds shall first be applied to the payment of any indebtedness due the Corporation by the delinquent Member.

In the event the Member shall breach this agreement by (1) refusing or failing, without just cause, to connect to the Corporation's facility and use same as soon as the facility is available, or (2) refusing or failing, without just cause, to pay the minimum monthly water rate as established by the corporation, upon the occurrence of either of said events the Member agrees to pay the Corporation a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages.

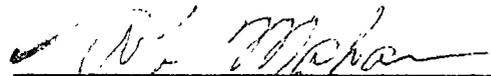
All water shall be metered by meters to be furnished and installed by the Corporation. The meter and /or connection is for the sole use of the member or customer and is to serve water to only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water the Corporation may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden purposes by particular Members and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be insufficient to all of the needs of all Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member shall install at his own expense a service line from the water meter and or sewer connection to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damage to real or personal property occurring from the point the Member ties on to the sewer line and/or water meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a sewer service connection and/or water service meter and the pipe necessary to connect the meter on the property of the Members at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the Member's premises.



Member

ACCEPTED AND APPROVED

\_\_\_\_\_  
President

Name \_\_\_\_\_

Meter No. 120

Address Bill Mahan  
Rt. 2 Box 142  
Celina, Texas 75009

Telephone \_\_\_\_\_ Serial No. \_\_\_\_\_  
*Invoice 120A*

Meter Reading Date	Current Reading	Previous Reading	Amount Used	Current Amount Due	Penalty*	Total Balance	Amount Paid	Date Paid
12-25	365900	357900	8000	14 60		14 60	14 60	1-10 82
1-25	375900	365900	10000	16 20		16 20	16 20	2-10 82
2-25	382900	375900	7000	13 70		13 70	13 70	3-10 82
3-25	389900	382900	7000	13 70		13 70	13 70	4-15 82
4-25	393900	389900	4000	11 00		11 00	11 00	5-15 82
5-25	397900	393900	4000	11 00		11 00	11 00	6-15 82
6-25	402900	397900	5000	11 90		11 90	11 90	7-10
7-25	407900	402900	5000	11 90		11 90	11 90	8-10
8-25	412900	407900	5000	13 80		13 80	13 80	9-10
9-25	419900	412900	7000	17 80		17 80	17 80	10-10
10-25	440900	419900	9000	15 40		15 40	15 40	11-10
	448900	440900	8000	14 60		14 60	14 60	12-10
	455900	448900	7000	13 70		13 70	13 70	1-10
	465900	455900	10000	16 20		16 20	16 20	2-10
	473900	465900	8000	14 60		14 60	14 60	3-10
	482900	473900	9000	15 40		15 40	15 40	4-10
	486900	482900	4000	11 00		11 00	11 00	5-10

\* 1. Late Charge 2. Reconnect

Name Bill Mahan

Meter No. 120  
120A

Address Rt. 2 Box 142 426 Celina  
75009

Telephone \_\_\_\_\_ Serial No. \_\_\_\_\_

Meter Reading Date	Current Reading	Previous Reading	Amount Used	Current Amount Due	Penalty*	Total Balance	Amount Paid	Date Paid
10-82	608,200	600,200	8,000	14 50			14 50	11-12-82
11	615,200	608,200	7,000	13 70			13 70	12-9
12	622,200	615,200	7,000	13 70			13 70	1-22-83
1-83	628,200	622,200	6,000	14 70			14 70	2-4
2	635,200	628,200	7,000	16 10			16 10	3-4
3	638,200	635,200	3,000	10 50			10 50	4-8
4	642,200	638,200	4,000	11 90			11 90	5-10
5	648,200	642,200	6,000	14 70			14 70	6-10
6	651,200	648,200	3,000	10 50			10 50	7-8
7	654,200	651,200	3,000	10 50			10 50	8-6
8	657,200	654,200	3,000	10 50			10 50	9-8
9	663,200	657,200	6,000	14 70			14 70	10-10
10	668,200	663,200	5,000	25 of 89			13 30	11-16
11	671,200	668,200	3,000	10 50			10 50	12-10

Meter Reading Date	Current Reading	Previous Reading	Amount Used	Current Amount Due	Penalty*	Total Balance	Amount Paid
3-84	695,200	688,200	7,000	16 10			16 10
4	696,800	695,200	1,600	10 50			10 50
5	702,800	696,800	6,000	17 50			17 50
6	710,800	702,800	8,000	20 50			20 50
7	717,800	710,800	7,000	19 00			19 00
8	730,800	717,800	13,000	28 35			28 35
9	740,800	730,800	10,000	23 50			23 50
10	742,800	740,800	2,000	20 50			20 50
11	755,800	748,800	7,000	19 00			19 00
12	762,800	755,800	7,000	19 00			19 00
1-85	768,800	762,800	6,000	17 50			17 50
2	772,800	768,800	4,000	14 50			14 50
3	778,800	772,800	6,000	17 50			17 50
4	785,800	778,800	7,000	19 00			19 00
5	790,800	785,800	5,000	16 00			16 00
6	796,800	790,800	6,000	17 50			17 50
7	803,800	796,800	7,000	19 00			19 00

\* 1. Late Charge 2. Reconnect

Name Mahan Meter No. \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone \_\_\_\_\_ Serial No. \_\_\_\_\_

Meter Reading Date	Current Reading	Previous Reading	Amount Used	Current Amount Due	Penalty*	Total Balance	Amount Paid
5	492900	486900	6000	12 80			12 80
6	497900	492900	5000	11 90			11 90
7-	503900	497900	6000	12 80			12 80
8-	511900	503900	8000	14 60			14 60
9-	518950	511900	7000	13 70			13 70
10	525900	518950	7000	13 70			13 70
11	532900	525900	7000	13 70			13 70
12	EST	532900		13 70			13 70
1	552100	532900	19,200	16 90			16 90
2	562300	552100	10,200	16 10			16 10
3	564,200	562,300	1,900	9 00			9 00
4	569,200	564,200	5,000	11 90			11 90
5	575,200	569,200	6,000	12 80			12 80
6	585,200	575,200	10,000	16 10			16 10
7	587,200	585,200	2,000	9 00			9 00
8	593,200	587,200	6,000	12 80			12 80
9	600,200	593,200	7,000	13 70			13 70

\* 1. Late Charge 2. Reconnect

Exhibit D-2

GUNTER SPECIAL UTILITY DISTRICT  
P.O. Box 1017  
Celina, Texas 75009  
972-362-3222

#241

**COST OF SERVICE NOTICE**  
(Residential Service)

APPLICANT(S): CHI CHU CHAN

DATE: MAY 25, 2004

PROPERTY: 2926 N Bus Hwy 289

The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the Deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your Deposit to the final bill and refund the difference. This notice is provided in accordance with Section E.2(b)(5) of the District's Rate Order and shall remain in effect for thirty (30) days from the date above.

Check all that apply:

<input type="checkbox"/>	Deposit .....	\$	<u>200.00</u>
<input type="checkbox"/>	Activation Fee .....		<u>25.00</u>
<input type="checkbox"/>	Connection Fee .....		<del>3,200.00</del>
<input type="checkbox"/>	Reserved Service Charges .....		_____
<input type="checkbox"/>	Essement Fee .....		_____
<input type="checkbox"/>	Street Crossing: County Road .....		_____
<input type="checkbox"/>	Street Crossing: State Highway .....		_____
<input type="checkbox"/>	(Other) .....		_____
	<b>TOTAL:</b>	\$	<u>225.00</u>

Applicant Signature: Chi Chu Chan

DL #: [REDACTED]

Resident Signature: \_\_\_\_\_

DL #: \_\_\_\_\_

*Previous Owner, John Rasor,*

*Please fill this form out & return.*  
*Thanks.*

OWNER #241

RUS-TX Bulletin 1750-B (Revised 08/02)

GUNTER SPECIAL UTILITY DISTRICT  
P.O. Box 1017  
Celina, Texas 75009  
972-382-3222

DISTRICT USE ONLY	
Date Approved:	_____
Svc. Classification:	_____
Cost:	_____
Work Order #:	_____
Account No.:	_____
Service Inspection Date:	_____

**SERVICE APPLICATION**

DATE: May 24, 2004

APPLICANT'S NAME: CHI CHU CHAN

CO-APPLICANT'S NAME: \_\_\_\_\_

CURRENT BILLING ADDRESS:

4120 Hampshire  
PLANO, TX 75093

HOME PHONE: [REDACTED]

WORK PHONE: ( ) SANE

STREET ADDRESS OF PROPERTY: 2926 N Busk Hwy 259

LEGAL DESCRIPTION OF PROPERTY (if applicable, subdivision with lot and block number): \_\_\_\_\_

ACREAGE: 1.53 Acres

DWELLING SIZE: SMALL FRAME HOUSE

NUMBER IN FAMILY: N/A

LIVESTOCK & NO.: VARIOUS

PREVIOUS OWNER'S NAME: JOHN AASOR

SPECIAL SERVICE NEEDS OF APPLICANT: None

NOTE: This service application form must be completed by the applicant(s) only. A map or plat of the service location must be submitted with this application copy as well as a copy of the warranty deed for the location.

**EQUAL OPPORTUNITY PROGRAM:**

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

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

GUNTER SPECIAL UTILITY DISTRICT  
P.O. Box 1017  
Celina, Texas 75009  
972-382-3222

**SERVICE AGREEMENT**

This agreement is made on this 25 day of MAY, 2004, between CHI CHU CHAN ("Customer") and Gunter Special Utility District (the "District"). The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before service is provided to Customer.

The District agrees to provide retail water utility service to Customer at the property described below, and Customer agrees to pay all applicable fees for such service, in accordance with the Rate Order of the District, as amended.

All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill; allowing approximately fifteen (15) days to pay. A one-time penalty of \$2.00 or 5.0%, which ever is larger, shall be applied to delinquent bills. A monthly bill for utility service is delinquent if full payment, including any outstanding late fees and regulatory assessments, is not received at the District by 5:00 p.m. on the due date. Payments made by mail will be considered late if postmarked after the past due date. If full payment is not timely received by the District, a final notice shall be mailed allowing ten (10) additional days for payment prior to disconnection. If Customer's service is disconnected, the District shall charge Customer a Reconnect Fee (\$35.00 during regular business hours; \$50.00 at any other time) before restoring Customer's service. The District's regular business hours are from 8:00 a.m. to 4:30 p.m., Monday - Friday.

Customer agrees to comply with the District's Drought Contingency Plan in the event the District's total water supply becomes insufficient to meet the needs of all District customers.

All water furnished by the District shall be metered by meters installed, maintained and owned by the District. The meter and connection is for the sole use of Customer and is to provide service to only one (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or submeter water to any other person, dwelling, business or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

Customer agrees to hold the District harmless from any and all claims or demands for damage to real or personal property occurring from the point the user ties onto the District's meter to the final destination of customer service line installed on the property by Customer.

The District shall have the right to select the location of the water service meter, pipe and appurtenant equipment on Customer's property necessary to connect Customer to the

District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

In the event that Customer leases or rents the property, it is understood and agreed that Customer's Deposit shall guarantee the payment of the lessee's/renter's monthly bills for service to the property, and all charges in connection therewith, as though Customer was the user of said service.

(Please initial in the space below upon reading the following)

**Applicant acknowledges that the District's water distribution system provides potable water for domestic consumption only and does not provide "fire flows" as defined by the Uniform Fire Code or similar code or regulation to fight structure fires.**

Chi Chu Chan  
Customer Signature

\_\_\_\_\_  
Customer Signature

Legal Description/Service Address: 2926 N. Bus Hwy 289

Security Deposit of \$ 200<sup>00</sup> paid by (signature): Chi Chu Chan

ACCEPTED AND APPROVED:

Gunter Special Utility District

Account No.: \_\_\_\_\_

By:

Work Order No.: \_\_\_\_\_

CHI-CHU CHAN  
TSUN HUEI CHAN  
4120 HAMPSHIRE ST.  
PLANO, TX 75093-6063

2178

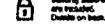
Date 5. 25. 04

35-2/1130 TX  
4074

REB/C/WIRE  
© Bank of America

Pay to the Order of Gunter special Utility District \$ 225.

Two hundred twenty-five and 00/100 Dollars



Bank of America.



Bank of America Advantage®

ACH R/T 111000025

For \_\_\_\_\_

Chi Chu Chan



#241

Marilee Special Utility District  
P. O. Box 1017  
Celina, TX 75009  
972-382-3222

**COST OF SERVICE NOTICE**  
(Residential Service)

APPLICANT(S): EDUARDO Breña, Serafina Gonzalez DATE: 10/15/19

PROPERTY: 3770 N LOUISIANA DR. CELINA TX, 75009

The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your deposit to the final bill and refund the difference. This notice is provided in accordance with Section E.2(b)(5) of the District's Rate Order and shall remain in effect for thirty (30) days from the date above.

**Check all that apply:**

- Deposit.....\$ 200.00
- Activation Fee.....\$ 25.00
- Connection Fee.....\$ \_\_\_\_\_
- Reserved Service Charges.....\_\_\_\_\_
- Easement Fee.....\_\_\_\_\_
- Street Crossing: County Road (Road Bore).....\_\_\_\_\_
- Street Crossing: State Highway (Road Bore).....\_\_\_\_\_
- Other \_\_\_\_\_

**TOTAL: \$ 225.00**

Applicant Signature: Eduardo Breña Drivers License# \_\_\_\_\_

Co-Applicant Signature: Serafina Gonzalez Drivers License# 

**NON DISCLOSURE**

I/we hereby request that the District keep the personal information in my/our account record confidential, including my/our address, telephone number and social security number(s), to the extent permitted by federal and state law.

\_\_\_\_\_  
Applicant Signature

Serafina Gonzalez  
Co-Applicant Signature

MARILEE SPECIAL UTILITY DISTRICT  
P.O. Box 1017  
Celina, Texas 75009  
972-382-3222

DISTRICT USE ONLY	
Date Approved	_____
Service Classification	_____
Cost	_____
Work Order #	_____
Account No	_____
Service Inspection Date	_____

SERVICE APPLICATION

DATE: 10/15/19

APPLICANT'S NAME: EDUARDO BREÑA

CO-APPLICANT'S NAME: SERAFINA GONZALEZ

CURRENT BILLING ADDRESS  
3170 N. LOUISIANA DR.  
CELINA TX, 75009

EMAIL ADDRESS: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_

WORK PHONE: (\_\_\_\_) \_\_\_\_\_

STREET ADDRESS OF PROPERTY: 3170 N. LOUISIANA DR CELINA TX, 75009

LEGAL DESCRIPTION OF PROPERTY (If applicable, subdivision with lot and block number): \_\_\_\_\_

ACREAGE \_\_\_\_\_ DWELLING SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NO \_\_\_\_\_

PREVIOUS OWNER'S NAME \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

NOTE: This service application form must be completed by the applicant(s) only. A map or plat of the service location must be submitted with this application copy as well as a copy of the warranty deed for the location.

**EQUAL OPPORTUNITY PROGRAM**

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

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

MARILEE SPECIAL UTILITY DISTRICT  
P.O. Box 1017  
Celina, Texas 75009  
(972) 382-3222

SERVICE AGREEMENT

This agreement is made by \_\_\_\_\_  
("Customer") and Marilee Special Utility District (the "District") and is effective upon approval and acceptance by the District as shown below. The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before the District provides service to Customer.

The District agrees to provide retail water utility service to Customer at the property described below, and Customer agrees to pay all applicable fees for such service, in accordance with the Rate Order of the District, as amended.

All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill; allowing approximately fifteen (15) days to pay. A one-time penalty of \$10.00 or 10.0%, whichever is larger, shall be applied to delinquent bills. A monthly bill for utility service is delinquent if full payment, including any outstanding late fees and regulatory assessments, is not received at the District by 5:00 p.m. on the due date. Payments made by mail will be considered late if postmarked after the past due date. If full payment is not timely received by the District, a final notice shall be mailed allowing ten (10) additional days for payment prior to disconnection. If Customer's service is disconnected, the District shall charge Customer a Reconnect Fee (\$50.00 during regular business hours; \$85.00 at any other time) before restoring Customer's service. The District's regular business hours are from 8:00a.m. to 4:30p.m., Monday to Friday.

Customer agrees to comply with the District's Drought Contingency Plan in the event the District's total water supply becomes insufficient to meet the needs of all District customers.

All water furnished by the District shall be metered by meters installed, maintained and owned by the District. The meter and connection is for the sole use of Customer and is to provide service to only one (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or submeter water to any other person, dwelling, business or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

If required by the District in its sole discretion, the Customer agrees that the Customer and all persons or entities owning an interest in the property served by the meter will execute before a notary public the District's standard waterline easement adopted by the District pursuant to its Rate Order. At the sole option of the District, this requirement is a prerequisite for water service from the District.

The District shall have the right to select the location of the water service meter, pipe and appurtenant equipment on Customer's property necessary to connect Customer to the District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This Service Agreement serves notice to each customer of the plumbing restrictions in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations:

(1) Direct connections between a public drinking water supply and a potential source of contamination are prohibited. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.

(2) Cross-connections between a public drinking water supply and a private water system are prohibited. These potential threats to the public drinking water supply shall be eliminated at the service connection by proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for an annual inspection and testing by a certified backflow prevention inspector.

(3) Connections that allow condensing, cooling, or industrial process water to be returned to a public drinking water supply are prohibited.

(4) Pipe and pipe fittings containing more than 8.0% lead may not be used to install or repair plumbing at any connection that provides water for human consumption installed on or after July 1, 1988; or pipe and pipe fittings that contain more than 0.25% lead installed on or after January 4, 2014.

(5) Beginning July 1, 1988, solder or flux containing more than 0.2% lead may not be used to install or repair plumbing at any connection that provides water for human consumption.

(6) The installation of any plumbing fixture not in compliance with a state approved plumbing code is prohibited.

The District shall maintain a copy of this Service Agreement as long as the Customer and/or premise is connected to the District's water system. The Customer shall allow the District to inspect the Customer's property for possible cross-connections and other unauthorized plumbing practices during the District's regular business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices found by the District during the initial or subsequent

inspections. The Customer shall immediately correct any unauthorized plumbing practice on their premises. The Customer shall, at Customer's expense, properly install, test and maintain any backflow prevention assembly required by the District. Customer shall provide the District with a copy of all backflow prevention assembly test and maintenance records. Failure to comply with the terms of this Service Agreement shall cause the District to either terminate service or, at its sole discretion, to install, test and maintain an appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

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

By execution hereof, the Customer expressly agrees that Customer's failure to comply the terms of this Service Agreement shall entitle the District to deny or discontinue service until such time as the violation(s) are corrected to the satisfaction of the District.

Any misrepresentation of facts by the Customer on this Service Agreement or the Service Application shall entitle the District to deny or discontinue service pursuant to the terms and conditions of the District's Rate Order.

(Please initial in the space below upon reading the following)

EB Customer acknowledges that the District's water system provides potable water for domestic consumption only and may not provide "fire flows" to the Service Address below as defined by the Uniform Fire Code or similar code or regulation to fight structure fires.

Eduardo Breña  
Customer Signature

Stefania J.  
Customer Signature

Service Address: 3170 N LOUISIANA Dr Celina TX, 75009

Attach or State Legal Description: \_\_\_\_\_

ACCEPTED AND APPROVED by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_

Account No. \_\_\_\_\_ Work Order No. \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ By: \_\_\_\_\_

Marilee SUD

Customer Detail

Brena, Eduardo

Brena, Eduardo  
Serafina Gonzalez  
3170 N Louisiana  
Celina  
75009  
Service Address: 3170 N Louisiana Dr.

Account Number

241

Chan, Chi Chu  
4120 Hampshire St

Plano  
75093-0  
Months On System 330  
Total Usage 2,349,100  
Average Usage 7,118  
Sequence Number 1800  
Meter Serial Number 180310075  
Route Number 1  
Last Read Date 5/21/2021  
12 Month Average 7,775  
Last Year Average 8,100  
Previous Year Average 4,700  
Last 'Paid On Time' Date 5/5/2021  
Last Late Charge Date 1/18/2021  
Number Of Late Months 141  
Next Due Date 6/15/2021  
Year To Date Charges \$282.50

Driver License #: [REDACTED]

Date Turned On  
Date Turned Off  
Meter Check Date 3/6/2020  
Rate Code 1  
Pump/Well Number 23  
Last Reading 1142  
Previous Reading 1094  
Usage 4,800  
# of Units 1

Meter 87783598 Z  
Old Account # 241  
Servicezipcode 75,009.00

Readresolution 1.00 brand&size Badger .625

Deposit Information

Deposit Amount	\$200.00	Deposit Date		Certificate Number	0
Deposit Amount 2	\$200.00	Deposit 2 Date	10/16/2019	Services	Current Balance
0					
	Usage	Charges	Read Date	Reading	
January	4,900	62.82	1/19/2021	897	L
February	12,100	99.31	2/24/2021	1018	
March	2,700	15.37	3/22/2021	1045	
April	4,900	52.82	4/20/2021	1094	
May	4,800	52.18	5/21/2021	1142	
June	13,500	107.18	6/22/2020	344	
July	10,600	97.27	7/21/2020	450	L
August	11,100	99.66	8/20/2020	561	L
September	8,800	75.33	9/23/2020	649	
October	5,600	65.39	10/20/2020	705	L
November	7,300	75.98	11/18/2020	778	L
December	7,000	74.12	12/21/2020	848	L
				Previous Charges	\$52.18
				<b>Current Balance</b>	<b>52.18</b>

Last Payment 5/5/2021 \$52.82 Check Number  
Age 1 \$52.18 Age 2 \$0.00 Age 3 \$0.00

[REDACTED]@gmail.com

**Brena, Eduardo****Account Number****241****Extended Notes**

8/24/1995

Adjusted bill for Dorothy, John Rasors' cows trampled hydrant at fence. Her average bill is 3300 gallons, billed her for 20.65 Johns' bill for the 25100 gallons is 50.45

2/9/1996

Adjusted bill for Dorothy, she had a leak at a hydrant at her barn on 12/18/9 We repaired that. She had another leak in January, a pipe froze under her dish-washer in her kitchen. I explained our adjustment policy to her in August and again this

month about only allowing one adjustment per year or 12 months apart. She did not think her kitchen leak was that much. I adjusted the bill by \$331.29.

3/4/1997

Transferred from Dorothy Mahan, 2926 Bus Hwy 289N, Celina, T

3/24/1997

Mailed final bill to Dorothy Mahan for 18.08

3/26/1997

I billed Dorothy in error on final bill. This goes to the new owner.

1/20/1999

Transferred to John Razor, 11709 Marilee, Gunter TX 75058

1/20/1999

John Razor instructed us to start sending bill to David Boswell, mailed him a tenant information form.

7/9/1999

Boswell moved out, forwarding address is P O Box 250625, Plano, TX 75025

1/28/2000

Map page # 45

3/23/2001

Gave adjustment for leak to Cleve Razor.

5/20/2004

Cory Johnson at Herrin Real Estate contacted the office to say that Chi Chu Chan

5/20/2004

Continue from previous entry , Mr. Chan had purchased this property, sending an application to him.

5/26/2004

Kay Millar is a renter & paid a \$200.00 customer deposit, Mr. Chan deposit is only \$100.00 carried over from John Razor.

6/1/2004

Chi Chu Chan also paid \$200.00 customer deposit.

6/8/2005

Sam Warren moved out after 3 weeks, paid final bill put back in owners name

11/21/2006

Daniel Stanphill moved out 9-29-2006.

11/21/2006

Owner Chi Chu Chan rented to Heather Martin on 11-13-2006.

1/21/2008

Mark & Heather Martin moved out 1-17-2008.

2/7/2008

Chi Chu Chan rented property to Tonda Heist on 2-7-2008.

Tonda paid \$25 activation and \$75 on her deposit.

She will payout \$25 for 1 month and \$50 for 2 months to have a \$200 deposit.

1/25/2010

Lock meter for non payment

6/18/2010

Billy herrin brought in Mr. Chan's Auto Pay authorization so his credit card would be charged each month. He hopes to rent the place so if the renter leaves, Mr. Chan's account needs to revert back to credit card charge. CSE

7/27/2010

Meter with transmitter installed 06/10/2005

7/24/2014

Larry Bannister moved out 7-19-14, customer said use this months meter reading as final read meter 7-23-14, Put back in owners name mailed refund to the Bannisters of \$109.60. vld

9/21/2017

Deposit for Melanie/Othal Vest was org on account 67 that deposit was refunded on 7/3/7 so they have no deposit on file - CS  
10/16/2019  
Eduardo Brena is renting property set up payout for deposit paid \$75.00 on 10-16-19 - cs