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**WATER UTILITY TARIFF
FOR**

Terry Bourbon dba
Green Acres/Riverview Water Works
(Utility Name)

P.O. Box 290
(Business Address)

Canutillo, Texas 79835
(City, State, Zip Code)

(915) 886-2751
(Area Code/Telephone)

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

11785

This tariff is effective in the following county:

El Paso

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

This tariff is effective in the following subdivisions or systems:

Greenwood Acres Subdivision (PWS #0710066)
Riverview Subdivision (PWS # 0710067)

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3.0 EXTENSION POLICY	<u>8</u>

APPENDIX A SERVICE AGREEMENTS
ATTACHMENT DROUGHT CONTINGENCY PLAN

CON 11785 OCT 22 '01

APPROVED TARIFF BY [Signature]

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Base Rate</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$ <u>24.00</u> (INCLUDING <u>3000</u> GALLONS)	\$ <u>1.50</u>
1"	\$ <u>0</u>	per 1000 gallons
1½"	\$ <u>0</u>	same for all meter sizes
2"	\$ <u>0</u>	
3"	\$ <u>0</u>	
4"	\$ <u>0</u>	

REGULATORY ASSESSMENT 1.0%
 A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER.

Section 1.02 - Miscellaneous Fees

TAP FEE \$ 450.00
 THE TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" or 3/4" METER.

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

- a) Non payment of bill (Maximum \$25.00) \$ 25.00
 - b) Customer's request \$ 25.00
- OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

LATE CHARGE \$ 2.00 OR 5%
 A ONE TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$ 20.00

CUSTOMER DEPOSIT (Maximum \$50) \$ 0.00

METER TEST FEE (actual cost of testing the meter up to) \$ 25.00
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

RATES LISTED ARE EFFECTIVE ONLY IF THIS PAGE HAS TNRCC APPROVAL STAMP

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
 APPROVED
 Date 2-3-98 Docket 31823-6
 File 11785 By TR ah
 TARIFF CLERK

SECTION 1.0--RATE SCHEDULE

Section 1.01--Rates

METER SIZE	Monthly Minimum Charge including ___ 400 ___ cubic feet	Cubic Feet Charge
5/8" or 3/4"	\$ ___ 19.00 ___ per month	\$ ___ 1.20 ___ per 100 cubic feet
1"	\$ ___ 31.00 ___ per month	
1 1/2"	\$ ___ 64.00 ___ per month	
2"	\$ ___ . ___ per month	SAME FOR ALL SIZES
3"	\$ ___ . ___ per month	
4"	\$ ___ . ___ per month	

Section 1.2--Miscellaneous Fees

TAP FEE.....\$ ___ 400.00 ___
 Tap fee is limited to the average of the Utility's actual costs for materials and labor for standard residential connections of 5/8" or 3/4" meter.

RECONNECTION FEE.....\$ ___ 24.00 ___
 The reconnect fee will be charged before service can be restored to a customer who has been disconnected at a) the customer's request, b) reasons listed under Section 2.0 of this tariff, or c) reasons listed in the Commission's Substantive Rules.

LATE CHARGE
 A one-time penalty of \$1.00 or 5.0% whichever is larger may be made on delinquent bills. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

RETURNED CHECK CHARGE.....\$ ___ 12.00 ___

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

TEXAS WATER COMMISSION
 CON 11785 DEC 19 1980
 D.A. APPROVED WATER BY EW ab

TO BECOME EFFECTIVE, THIS PAGE MUST BE STAMPED APPROVED BY THE TEXAS WATER COMMISSION

Key to Codes

- C--Regulation Change D--Discontinued I--Increase
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Terry Bourbon

dba Greenacres/Riverview Water Works

dba North San Antonio Hills Water Company

Water Tariff page No. 3

SECTION 2.0--SERVICE RULES AND REGULATIONS

Section 2.01--Application for Service

All applications for service will be made on the utility's standard application or contract form (attached in Appendix A 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 at each separate location.

Section 2.02--Water Installation

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and cut-off valve and/or take all necessary actions to initiate service. The utility shall serve each qualified applicant for service within its certified area as rapidly as is practical after accepting a completed application. The utility shall provide service in a timely manner on a non-discriminatory basis.

Service requests not involving line extensions, construction or new facilities shall be filled no later than fourteen (14) working days after a completed application has been accepted. If construction is required which cannot be completed within thirty (30) days, the utility shall provide a written explanation of the construction required and an expected date of service. Service shall be provided within thirty (30) days of the expected date, but no later than 180 days after a completed application was accepted. Failure to provide service within this time frame shall constitute refusal to serve.

Section 2.03--Refusal of Service

The utility may decline to serve an applicant until such applicant has complied with both state and municipal regulations, the approved rules and regulations of the utility on file with the Commission and for the following reasons:

1. the applicant's installation or equipment is known to be inadequate or of such character that satisfactory service cannot be given;
2. the applicant is indebted to any utility for the same kind of service as that applied for, provided, however, that in the event the indebtedness of the applicant is in dispute, the applicant shall be served upon complying with the deposit requirement of the utility; or,
3. refusal to make a deposit, if applicant is required to make a deposit by the utility.

CCW 11785 DEC 19 80

D.A. APPROVED [Signature]

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Water Tariff page No. 4

SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Section 2.03--Refusal of Service (cont.)

In the event that the utility shall refuse to serve an applicant, the utility must inform the applicant of the basis of its refusal. The utility is also required to inform the applicant that it may file a complaint with the Commission.

Section 2.04--Customer Deposits

If the residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit that does not exceed \$50.00 for water utility service.

The utility must keep a record of each deposit, issue a receipt for it, and pay annual interest at a rate set each calendar year by the Commission. The utility shall maintain all funds received as customer deposits in a separate, federally insured, interest bearing account and shall use such funds only for the purpose of payment of unpaid bills guaranteed by such deposits, payment of interest to depositors and refund of deposits to depositors.

The utility must automatically refund the deposit plus accrued interest:

1. if service is not connected;
2. after disconnection of service if the deposit or portion of the deposit exceeds any unpaid bills; or,
3. to any residential customer who has paid service bills for 12 consecutive months without being disconnected for nonpayment and without more than two occasions in which a bill was delinquent. The refund need not be made if payment on the current bill is delinquent.

Non-residential applicants, if unable to establish satisfactory credit, may be required to make a deposit not to exceed one-sixth (1/6) of the estimated annual billings.

CCM 11785 DEC 19 '88

Section 2.05--Meter Requirements, Readings, and Testing

All water sold by the utility shall be billed based on meter measurements. The utility shall provide, install, own and maintain meters to measure amounts of water consumed by its customers. No meter shall be placed in service unless its accuracy has been established.

One meter is required for each residential, commercial or industrial facility. An apartment building or a trailer or mobile home park may be considered to be a single commercial facility.

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Water Tariff page No. 5

SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Section 2.05--Meter Requirements, Readings, and Testing

Service meters shall be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period. If the circumstances warrant, meters may be read at other than monthly intervals.

Upon request, a customer may have his meter tested, without charge, in his presence or in that of his authorized representative, at a convenient time to the customer, but during the utility's normal working hours. A charge not to exceed \$15.00 may be assessed for an additional requested test within two years of the first test if the additional test shows the meter to be accurate.

Section 2.06--Billing

Bills from the utility shall be rendered monthly unless otherwise authorized by the Commission. Payment is considered late if not received at the utility's office or postal address within sixteen (16) days of the billing date. The postmark on the envelope of the bill or the recorded date of mailing by the utility, if there is no postmark on the envelope, shall constitute proof of the date of issuance.

A one-time penalty of \$1.00 or 5.0%, whichever is larger, may be made on delinquent bills. However, no such penalty may be collected unless a record of the date of mailing is made at the time of the mailing and maintained at the principal office of the utility.

Each bill shall show the following information (if applicable):

1. the date and reading of the meter at the beginning and at the end of the period for which the bill is rendered;
2. the number and kind of units metered;
3. the applicable rate schedule, title, or code;
4. the total amount due for water service;
5. the due date of the bill;
6. the date by which customers must pay the bill in order to avoid addition of a penalty;
7. the total amount due as penalty for nonpayment within a designated period;
8. a distinct marking to identify an estimated bill; and
9. any conversions from meter reading units to billing units from recording or other devices, or any other factors used in determining the bill.

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D.A. APPROVED [Signature]

The information required in items 1-9 above shall be arranged to allow the customer to readily compute his bill with a copy of the utility's rate schedule which shall be provided by the utility at the request of the customer.

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dba North San Antonio Hills Water Company

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SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Section 2.06--Billing (cont.)

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

Section 2.07--Service Disconnection

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The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The notice must also list the past due balance.

Utility service may be disconnected after proper notice for any of the following reasons:

1. failure to pay a delinquent account or to comply with a deferred payment agreement;
2. willful violation of a utility usage rule when that violation interferes with another customer's service; or,
3. failure to comply with valid deposit or guarantee arrangements.

Service may only be disconnected without notice;

1. when a known dangerous condition exists, for as long as the condition exists;
2. when service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; and,
3. in instances of tampering with the utility company's meter or equipment.

A utility may not disconnect any customer for failure to pay for merchandise or service unrelated to utility service, even if the utility provides that merchandise or those services. A utility may not disconnect any customer for a previous occupant's failure to pay.

Utility personnel must be available to make collections 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 because of a hazardous condition.

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SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Section 2.08--Service Interruptions

The utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, each utility shall keep a complete record of all interruptions, both emergency and scheduled.

The Commission shall be notified in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice shall also state the cause of such interruptions.

Section 2.09--Termination of Utility Service

No utility may abandon any customer or any portion of its service area without prior written notice to affected customers and neighboring utilities and prior Commission approval.

Section 2.10--Quality of Service

Each utility must 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. Minimum residual pressure at the consumer's meter shall be at least 20 psi during periods of peak usage and 35 psi during normal operating conditions.

The water system quantity requirements of the Texas Department of Health shall be the minimum standards for determining the sufficiency of production, treatment, storage, transmission and distribution facilities of water utilities for household usage. Additional capacity shall be provided to meet the reasonable local demand characteristics of the service area.

Each utility shall furnish water which has been approved by the Texas Department of Health. The application of Commission rules shall not relieve the utility from complying with the requirements of the laws and regulations of the State, local Department of Health, local ordinances and all other regulatory agencies having jurisdiction over such matters.

Texas Water Utilities Board

CC# 11785 DEC 19 '89

Terry Bourbon
dba Greenacres/Riverview Water Works
dba North San Antonio Hills Water Company

Water Tariff page No. 8

SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the standard rules previously listed under Section 2.0. It must be reviewed and approved by the Texas Water Commission to be effective.

NONE

TEXAS WATER COMMISSION

CCN 11785 DEC 19 '89

D.A. APPROVED

E. W. O'Neil

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dba North San Antonio Hills Water Company

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SECTION 3.0--EXTENSION POLICY

Section 3.01--Standard Extension Requirements

Contributions in aid of construction shall not be required of individual residential customers for production, storage, treatment or transmission facilities.

The utility will bear the cost of the first 200 feet of water main necessary to extend service to an individual residential customer. The utility shall bear the full cost of any oversizing of water mains to serve other residential customers in the area. If the specific utility extension policy stated in Section 3.20 of this tariff requires, residential customers may be required to pay for additional main beyond the first 200 feet.

The extension policy may not be applied to requests for service where the utility already has a line in place, even though the line may be overloaded.

Individual residential customers who place a unique or non-standard service demand on the system may be charged the actual costs of any additional transmission or storage facilities required over and above the standard requirements.

If specifically stated in Section 3.20 of this tariff, developers may be required to provide contributions in aid of construction in amounts to furnish the system with facilities compliant with Texas Department of Health minimum design criteria for facilities used in the production, transmission, pumping, storage or treatment of water.

CCN 11785 DEC 19 '89

Terry Bourbon
dba Greenacres/Riverview Water Works
dba North San Antonio Hills Water Company

Water Tariff page No. 10

SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY

This section contains a specific extension policy in addition to the standard policy already stated under Section 3.0. It must be reviewed by the Texas Water Commission to be effective.

NONE

TEXAS WATER COMMISSION
- CCM 11785 DEC 19 '89
D.S. APPROVED [Signature]

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Model Drought Contingency Plan

DROUGHT CONTINGENCY PLAN
FOR THE
INVESTOR OWNED UTILITY

G.A.R.V. WATER WKS (GREEN ACRES/RIVER VIEW)
(Name of utility)

P.O. Box 290 Canutillo Tx 79835
(Address, City, Zip Code)

11785
(CCN#)

0710066 / 0710067
(PWS #s)

8/30/00
(Date)

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
CCN 11785 OCT 22 '01

APPROVED TARIFF BY DM/KP

Section 1 Declaration of Policy, Purpose, and Intent

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Please note: Water restriction is not a legitimate alternative if water system does not meet the Texas Natural Resource Conservation Commission's (TNRCC) capacity requirements under normal conditions or if the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

I TERRY BOURBON (Please print name), being the responsible official for G.A.R.V. Water Wks (Name of utility), request a minor tariff amendment to include the enclosed Drought Contingency Plan.

[Signature]
(Signature)

8/30/00
(Date)

RECEIVED
SEP 11 2001
SURFACE WATER
TNRCC

Section 2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by:
(check at least one of the following)

scheduling and providing public notice of a public meeting to accept input on the Plan.

The meeting took place at:

Date: _____ Time: _____ Location: _____

mailed survey with summary of results. (attach survey and results)

bill insert inviting comment. (attach bill insert)

other method DEL. HAND OUTS 8/30/00

Section 3 Public Education

The G.A.R.V. Water Wks (name of utility) will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by:
(check at least one of the following)

public meeting

press releases

utility bill inserts

other HAND OUTS (DELIVERED)

Section 4 Coordination with Regional Water Planning Groups

The service area of the G.A.R.V. Water Wks (name of your utility) is located within:
EL PASO COUNTY

Regional Water Planning Group (RWPG) E

G.A.R.V. Water Wks (name of your utility) has mailed a copy of this Plan to the RWPG.

Section 5 Notice Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program**. Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

1. the date restrictions will begin,
2. the circumstances that triggered the restrictions,
3. the stages of response and explanation of the restrictions to be implemented, and,
4. an explanation of the consequences for violations.

The utility must notify the TNRCC by telephone at (512) 239- 6020, or electronic mail at watermon@tnrcc.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TNRCC at the initiation and termination of mandatory water use restrictions (i.e. Stages III and IV).

Section 6 Violations

1. First violation - The customer will be notified by written notice of their specific violation.
2. Subsequent violations:
 - a. After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24 hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
 - b. After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

Section 7 Exemptions or Variances

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request**. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Natural Resource Conservation Commission. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - CUSTOMER AWARENESS

Stage 1 will begin:

Every April 1st, the utility will mail a public announcement to its customers.

No notice to TNRCC required.

Stage 1 will end:

Every September 30th, the utility will mail a public announcement to its customers.

No notice to TNRCC required.

Utility Measures:

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TNRCC.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

STAGE II - VOLUNTARY WATER CONSERVATION:

The water utility will implement Stage 2 when any one of the selected triggers is reached:

Supply-Based Triggers (check at least one and fill in the appropriate value)

- Well level reaches _____ ft. mean sea level (m.s.l.)
- Overnight recovery rate reaches _____ ft.
- Reservoir elevation reaches _____ ft. (m.s.l.)
- Stream flow reaches _____ cfs at USGS gage # _____
- Wholesale supplier's drought Stage 2 _____
- Other Static Water Level reaches 150'

Demand- or Capacity-Based Triggers (check at least one and fill in the appropriate value)

- Drinking water treatment as % of capacity _____ %
- Total daily demand as % of pumping capacity 100 %
- Total daily demand as % of storage capacity _____ %
- Pump hours per day _____ hrs.
- Production or distribution limitations.
- Other _____

Upon initiation and termination of Stage 2, the utility will mail a public announcement to its customers. No notice to TNRCC required.

Requirements for termination

Stage 2 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: reduced or discontinued flushing of water mains, activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes.

The second water source for GARY Water Works (name of utility) is:
(check one)

- Other well
- Inter-connection with other system
- Purchased water
- Other NONE AVAILABLE

Voluntary Water Use Restrictions:

1. Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 PM and 5:00 AM for example; **OR**
2. Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays**

for water customers with a street address ending with the numbers 7, 8, 9, or 0. Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

3. Other uses that waste water such as water running down the gutter.

STAGE III - MANDATORY WATER USE RESTRICTIONS:

The water utility will implement Stage 3 when any one of the selected triggers is reached:

Supply-Based Triggers (check at least one and fill in the appropriate value)

- Well level reaches _____ ft. (m.s.l.)
- Overnight recovery rate reaches _____ ft.
- Reservoir elevation reaches _____ ft. (m.s.l.)
- Stream flow reaches _____ cfs at USGS gage # _____
- Wholesale supplier's drought Stage 3 _____
- Other Static Water Level Reaches 200'

Demand- or Capacity-Based Triggers (check at least one and fill in the appropriate value)

- Drinking water treatment as % of capacity _____ %
- Total daily demand as % of pumping capacity 100 %
- Total daily demand as % of storage capacity _____ %
- Pump hours per day _____ hrs.
- Production or distribution limitations.
- Other _____

Upon initiation and termination of Stage 3, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirements for termination

Stage 3 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains.

Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes; offering low-flow fixtures and water restrictors.

Mandatory Water Use Restrictions: The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems **shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "jacuzzi" type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.
6. Use of water for the irrigation of golf courses, parks, and green belt areas is prohibited except by hand held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
7. The following uses of water are defined as non-essential and are prohibited:

- a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
- c. use of water for dust control;
- d. flushing gutters or permitting water to run or accumulate in any gutter or street;
- e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- f. Any waste of water.

STAGE IV - CRITICAL WATER USE RESTRICTIONS:

The water utility will implement Stage 4 when any one of the selected triggers is reached:

Supply-Based Triggers (check at least one and fill in the appropriate value)

- Well level reaches _____ ft. (m.s.l.)
- Overnight recovery rate reaches _____ ft.
- Reservoir elevation reaches _____ ft. (m.s.l.)
- Stream flow reaches _____ cfs at USGS gage # _____
- Wholesale supplier's drought Stage 4 _____
- Supply contamination.
- Other Static Water Level Reaches 250'

Demand- or Capacity-Based Triggers (check at least one and fill in the appropriate value)

- Drinking water treatment as % of capacity _____ %
- Total daily demand as % of pumping capacity 100 %
- Total daily demand as % of storage capacity _____ %
- Pump hours per day _____ hrs.
- Production or distribution limitations.
- System outage.
- Other _____

Upon initiation and termination of Stage 4, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirements for termination :

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Operational Measures:

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m.. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers. *Describe additional measures, if any, to be implemented directly to manage limited water supplies and/or reduce water demand.*

Mandatory Water Use Restrictions: All outdoor use of water is prohibited.

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

tariff file

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

July 19, 2002

Mr. Terry Bourbon
G.A.R.V. Waterworks
P.O. Box 290
Canutillo, Texas 79835

Re: Green Acres/Riverview Waterworks Case Settlement Record: TNRCC Docket No. 97-1044-UCR;
SOAH Docket No. 582-97-2169; and Application No. 31823-G

Dear Mr. Bourbon:

We received the requested information concerning the tank repairs proposed for the River View tank site. Based upon the information submitted, it appears that the surcharge of \$5.00 per connection per month is reasonable and justified. Therefore, **you are approved to continue the surcharge for the year 2002.** However, as stated on the case settlement record, the surcharge is renewable on a yearly basis. Therefore, until the tank repairs are complete, you will need to submit a breakdown of the money collected and the remaining balance yet due each December. Failure to provide the requested information timely may result in the surcharge being declined and any non approved collections will have to be refunded.

Please provide a copy of this letter to each customer with the next billing cycle.

If you have any questions, please contact Ms. Michelle Abrams at (512) 239-6014, or if by correspondence, include MC 153 in the letterhead address.

Sincerely,

A handwritten signature in cursive script that reads "Victoria Harkins".

Victoria Harkins, Ph.D., P.E.
Utilities & Districts Section
Water Supply Division

VH/ac

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

June 11, 2002

Mr. Terry Bourbon
G.A.R.V. Waterworks
P.O. Box 290
Canutillo, Texas 79835

Re: Green Acres/Riverview Waterworks Case Settlement Record: TNRCC Docket No. 97-1044-UCR;
SOAH Docket No. 582-97-2169; and Application No. 31823-G

Dear Mr. Bourbon:

This letter is to follow up our conversation on June 5 and 10, 2002 concerning the surcharge for GA RV Waterworks. As stated on the case settlement record, the surcharge was for \$5.00 per connection per month for 48 months or until tank expenses were paid, whichever was earlier. After 48 months, the surcharge is renewable on a yearly basis.

We received copies of the invoices for the work already completed and a breakdown of the customer contributions. In order to renew the surcharge for the next 12 months, please provide copies of invoices for the work not yet completed and the number of connections.

Please provide the requested information by **July 10, 2002.**

If you have any questions, please contact me at (512) 239-0353, or if by correspondence, include MC 153 in the letterhead address.

Sincerely,

A handwritten signature in cursive script that reads "Victoria Harkins".

Victoria Harkins, Ph.D., P.E.
Utilities & Districts Section
Water Supply Division

VH/ac

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

April 24, 2002

Mr. Terry Bourbon
G.A.R.V. Waterworks
P.O. Box 290
Canutillo, Texas 79835

Re: Green Acres/Riverview Waterworks Case Settlement Record; TNRCC Docket No. 97-1044-UCR;
SOAH Docket No. 582-97-2169; and Application No. 31823-G

Dear Mr. Bourbon:

A hearing was previously held on January 6, 1998 in El Paso, Texas regarding the above referenced case. According to the Agreed Settlement, all parties agreed to a surcharge amount of \$5.00 per connection per month for 48 months or until tank expenses were paid, whichever was earlier. See enclosed case settlement record.

Please advise whether the surcharge balance has been paid in full, and if so the date it was paid. In addition, please submit a copy of the invoice for the purchase price for the tank.

Please be aware that the customers are entitled to a refund for any surcharge amounts that were collected after the billing for January 1, 2002 or at such time the cost of the tank was recovered, whenever is earlier.

Please provide a response by May 17, 2002.

If you have any questions, please feel free to contact me at (512) 239-0353, or if by correspondence, include MC 153 in the letterhead address.

Sincerely,

A handwritten signature in cursive script that reads "Victoria Harkins".

Victoria Harkins, Ph.D., P.E.
Utilities & Districts Section
Water Supply Division

VH/SP/ac

CASE SETTLEMENT RECORD

WATER RATE

UTILITY GREEN ACRES/RIVERVIEW WATERWORKS CCN NO. 11785

TNRCC DOCKET NO. 97-1044-UCR

SOAH DOCKET NO. 582-97-2169

APPLICATION NO. 31823-G

ADMINISTRATIVE LAW JUDGE Cynthia Hayes

PLACE, DATE & TIME OF HEARING TNRCC, El Paso, Tx. 01-06-98 10:00am.

AGREED SETTLEMENT

EFFECTIVE DATE OF AGREED RATES - January 01, 1998

WHICH APPLIES TO ALL SERVICE PROVIDED ON OR AFTER (DATE)

WATER RATES:

METER SIZE	MINIMUM BILL
5/8 or 3/4	\$ <u>24.00</u>
1	\$ _____
1 1/2	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____

3,000 GALLONS INCLUDED
IN MINIMUM BILL

GALLONAGE RATE <u>\$1.50/1000</u>

MISCELLANEOUS FEES:

RESIDENTIAL TAP FEE	\$ <u>450.00</u>
RECONNECTION FEES	
DISCONNECTED FOR NON PAYMENT (TNRCC RULES)	\$ <u>25.00</u>
OTHER THAN NON PAYMENT	\$ <u>25.00</u>
TRANSFER	\$ <u>25.00</u>
RETURNED CHECK FEE	\$ <u>20.00</u>
CUSTOMER DEPOSIT (TNRCC RULES)	\$ _____
LATE PAYMENT PENALTY (TNRCC RULES)	\$ _____
METER TEST FEE (TNRCC RULES)	\$ _____
SEASONAL RECONNECTION:	_____

CASE SETTLEMENT RECORD (cont'd)

WATER RATE

PASS THROUGH RATE ADJUSTMENT CLAUSE:

REASON FOR CLAUSE: _____

COMPUTATION FOR ADJUSTMENT: _____

MINIMUM BILL = _____

GALLONAGE CHARGE = _____

SURCHARGE:

AMOUNT - \$ 5.00 PER CONNECTION PER MONTH FOR 48 MONTHS OR UNTIL

TERMS:

- SURCHARGE CONSIDERED CUSTOMER CONTRIBUTIONS IN AID OF CONSTRUCTION. *TANK EXPENSES PAID, WHICHEVER EARLIER.*
- FUNDS DEDICATED TO SPECIFIC IMPROVEMENTS LISTED BELOW. *After 48 mo. surcharge may be renewed on a yearly basis.*
- FUNDS PLACED IN SPECIAL SURCHARGE ACCOUNT.
- UTILITY MUST ISSUE A MONTHLY STATEMENT OF ACCOUNT. *See additional agreement terms for additional surcharge requirements (Attachment A)*
- COMMISSION APPROVAL (IN WRITING) REQUIRED FOR DISBURSEMENT.

QUALITY OF SERVICE:

REQUIRED IMPROVEMENT DATE DUE

See Attachment A

VIOLATION TO BE CORRECTED:

(CCN PROBLEMS, TNRCC RULES OR ORDERS)

See Attachment A

REFUNDS:

YES

NO

LUMP SUM -- DUE: _____

AMOUNT: _____

BILLS CREDITED -- \$ _____ PER CONNECTION EACH MONTH FOR _____ MONTHS
(ATTACH COMPUTATIONS IF NECESSARY)

CASE SETTLEMENT RECORD (cont'd)

WATER RATE

PARTIES:

TNRCC Exec. Director: Lara Nehman, Teresa Rogers, Dean Pollard, Robert Noe

Public Interest Counsel: _____

Utility: Terry Bourbon

Protestants: Kenneth P. Moses

Arthur Stacliff

Jack Yockey

Sandra Eckland

Max Monte

Gordon Young

Bobby Gunn

Paul Smith

(Additional pages attached)

ATTACHMENTS:

____ RELATED SCHEDULES OR COMPUTATIONS.

____ BLANK TARIFF OR RATE SCHEDULE PAGE.

QUALITY OF SERVICE COMPLIANCE SCHEDULE. (Attachment A)

Attachment A - Additional Agreement Terms

General

1. Green Acre/ Riverview Waterworks ("Utility") and customers shall meet on a regular basis to discuss utility operations.
2. Utility shall apply for regular rate increases, as needed.

Surcharge for Pressure Tank Repair/Replacement

3. Utility shall have pressure tanks inspected and shall obtain three estimates for cost of repair or replacement. Prior to the inspections, the Utility shall notify customers of the dates of the inspections. The inspection and estimates shall be completed no later than 120 days from this agreement.
4. Prior to initiation of repair or maintenance of the pressure tanks, Utility shall hold a meeting with the customers to discuss the repair or replacement options .
5. Funds from the surcharge shall be kept in a separate designated bank account and shall only be used for costs associated with the repair or replacement of the pressure tanks.
6. Utility shall keep records of the surcharge account and will send quarterly copies of the report to Jack Yockey, customer and TNRCC Region 6, Attention Robert Morales.

Quality of Service/ Compliance Issues

7. Utility shall obtain 150 foot easements around each well.
8. Utility shall repair the cracked concrete ceiling block of the Green Acre well.
9. Utility shall maintain the cleanliness of the areas surrounding the wells and tanks at all times. This shall include, but is not limited to keeping the area clear from brush, debris and other miscellaneous objects such as pipes, used tires, and abandoned equipment as per 30 T.A.C. Section 290.46(m).

Grady Gardner
The Jay Gardner Company
6535 McNutt RD.
Anthony NM 88021

100 customers

7/10/02

Garv Water Works 0710067

\$2,500

Attention: Terry Bourbon

RE: Estimate to repair and replace items of your concern at Riverside Subdivision general tank site.

General repairs, interior and exterior coating of water tanks with NSF approved coating. 16,765.00

→ Any additional unforeseen items shall be billed at cost plus 15%.

Construction of two concrete supports per each tank as discussed. 6,100.00

\$ 22,865⁰⁰

Thanks,

Grady Gardner

Grady Gardner FROM TERRY BOURBON GARV W.WKS.

(7/11/02) FAX VICTORIA HARKINS TNECC
@ 512 - 239 - 6972

Victoria Harkins, Should you need further info. please call @ (505) 882-7400 or My Cell @ (915) 630-5669.

As far as I can tell this should cover the expenses on the R.V. well site. Excluding the tank. *unexpected structural problems inside tank*

Jerry Jack
GARV Waterworks
P.O. Box 290 Anthony NM 88003



MAIL BOXES ETC.

8900 Viscount, El Paso, TX 79925

(915) 592-2498 FAX (915) 592-5142

FAX

Date: 5/30/02 Fax: (512) 239-6972

To: Victoria Harkins

Company: T.N.R.C.C.

From: GARY WATKINS (915) 630-5669

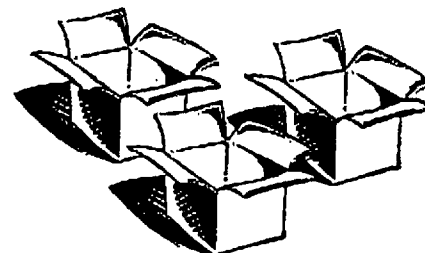
Re: SURCHARGES Acct Status

Total Pages (including cover page): 13 Urgent For Review Please Reply

Comments: Victoria Harkins
Please review & Call Me A.S.A.P.

WE'RE YOUR PACKING & SHIPPING EXPERTS

- Packaging Materials & Moving Supplies
- Custom Packing & Boxing Services
- UPS, FedEx® USPS & Other Carriers
- Tracking Services (Ask For Details)



G.A.R.V. WATER WKS

SURCHARGE Acct: Jan 98 500.00 TO MAY 02

Prepared By	Date
Approved By	

WILSON JONES

G7205 GREEN

7205 BUFF

1 2 3 4 5 6

Chk No

101	TANK PURCHASE, HACIENDA DEL NORTE	12/10/01	\$6,001.00
102	RIO SANDBLASTING (GENL CONTRACTOR)	12/17/01	\$4971.06
103	ROGER McDONALD (CRANE, TRUCKING)	12/17/01	\$692.50
104	RIO SANDBLASTING (GENL CONTRACTOR)	12/28/01	\$4628.01
105	RIO SANDBLASTING (GENL CONTRACTOR)	1/22/02	\$4971.06

⊖ \$23,263.13

CREDITS:

12/28/01 Deposit REFUND (HACIENDA DEL NORTE) \$2000.00

TOTAL Repair Cost \$21,263.13

Collections To SURCHARGE Acct @ .50 \$1.00 Per Connection FROM JAN 98 to MAY 02

- 12 MO X 500.00
- Calendar Year 98 = 6,000.00
- Calendar Yr 99 = 6,000.00
- Calendar Yr 2000 = 6,000.00
- Calendar Yr 2001 = 6,000.00
- JAN - APRIL Calendar Yr 2002 = 2,000.00

TOTAL Collections = \$26,000.00
 TOTAL EXPENSE Repair = \$21,263.13
 Escrow Bal \$4,736.27

Note: This completes the Tank Renovation @ the Green Acres well site ONLY. The River-View site is next. I'm currently soliciting bids. Meanwhile, The Surcharge Acct. is accruing funds as per

Copies: TO All Customers
 - Victoria Hawkins THREE (512) 239-0353 FAX 239-6971

[Signature]
 G.A.R.V. Water Wks
 (915) 630-5669



No. 223325

November 28, 2001

A 90 DAY WAITING PERIOD AND AN INDEMNIFYING BOND MAY BE REQUIRED TO REPLACE THIS CHECK.

TO THE ORDER

PAY TO THE ORDER OF *****HACIENDAS DEL NORTE N.I.D. ***** \$6,000.00

SIX THOUSAND and 00/100 ***** DOLLARS

RE: TERRY BOURBON
CASHIER'S CHECK
RGECU

By: *[Signature]* NP AUTHORIZED SIGNATURE
By: *[Signature]* NP AUTHORIZED SIGNATURE

P.O. BOX 20990 • EL PASO, TEXAS 79930 88-8108 9120

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$2000.00

⑈ 223325⑈ ⑆ 312081089⑆ 88000010⑈

SHARE NO.	8143864	LOAN NO.		ACCOUNT	MN 2092 11/28/01	CK NO.	223325
-----------	---------	----------	--	---------	------------------	--------	--------

*Bank Purchase
11-28-01*

6000⁰⁰
1⁰⁰
6001⁰⁰
CASH
CHK
101

RIO SANDBLASTING & PAINTING

Commercial • Residential • Industrial
 Construction Equipment Refinishing
 P.O. Box 938
 Mesilla Park, NM 88047
 Bus. (505) 233-0413 • Mob: (505) 650-2176

INVOICE NO. NO 3321
DATE 12/10/01
CUSTOMER PO #
TERMS DUE UPON RECEIPT

INVOICE

GARV
VINTON, TEXAS

QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
4		EXCAVATE, FORM, REINFORCE & POUR Footings Approx 3'x8.5' x2'		
4		Saddles Approx 1'x8'		
		Completion of Phase 1		
		Spd chg 102		
		12/10/01		
PLEASE PAY FROM THIS INVOICE			SUB TOTAL	
			TAX	
			TOTAL	4971.06

RIO SANDBLASTING & PAINTING

Commercial • Residential • Industrial
 Construction Equipment Refinishing
 P.O. Box 938
 Mesilla Park, NM 88047
 Bus. (505) 233-0413 • Mob. (505) 650-2176

INVOICE NO.	№ 3333
DATE	1/21/02
CUSTOMER PO #	
TERMS	DUE UPON RECEIPT

INVOICE

Terry Bortan
Victor TX

QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		<i>Completion of Phase Three.</i> <i>Tie to Supply & Discharge</i> <i>vertical 4" Valve & Supply 2 Spans.</i> <i>Connect to Pressure System</i> <i>& Isolate all Tank.</i> <i>PL # 105</i>		
PLEASE PAY FROM THIS INVOICE			SUB TOTAL	
			TAX	
			TOTAL	4971.08

Roger McDonald 413139

CUSTOMER'S ORDER NO.		DATE	
		12-1301	
NAME Terry Bamber			
ADDRESS			
CITY, STATE, ZIP			
SOLD BY	CASH	C.O.D.	CHARGE ON ACCT. MDSE. RETD. PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT
1			
2	LOAD TWO TANKS		
3	CRANE 2 1/2 hrs @ 95 ⁰⁰ /hr		
4			\$277.50
5	TRUCK TOTAL TANKS		
6			
7	8:30 TO 3:30		
8	7 hrs @ 65 ⁰⁰ /hr		455.00
9			
10			\$692.50
11	Thank You		
12			
RECEIVED BY			

Adams 4705 KEEP THIS SLIP FOR REFERENCE

102 sent to acct

LF155-04

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 28th day of November, 2001 (year) by and between
 and Grady Gardner, Rio Sandblasting & Painting, hereinafter called the Contractor
Terry Bombau, G.A.R.V., hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at G.A.R.V. WATERWORKS.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before Nov. 29, 2001 (year) and shall be substantially completed on or before Jan 15, 2002 (year). Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract: (Specify)

Completion of 3 phases shown on Exhibit A

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Dollars (\$16570.23) subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: (Specify)

Completion of PHASE 1	\$ 4971.06	Chk # 102 / 12-17-01
" PHASE 2	\$ 6628.09	Chk # 104 / 12-28-01
" PHASE 3	\$ 4971.08	Chk # 105 / 1-22-02
TANK PURCHASE HACKLEDA		Chk # 101 / 12-10-01
ROBERT McDONALD (OWNER)		Chk # 103 / 12-17-01
		<u>\$ 23263.73</u>

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 3 days from the due date of the payment shall be deemed a material breach of this contract.

Signed: Daryl Gardner 11/28/01

EXHIBIT A,

PHASE #1 EXCAVATE, FORM, REINFORCE & POUR

4- Footings 3' x 8.5' x 2' (Approx)

4- Saddles 1' x 8' (Approx)

@ New Tank site

#2 REMOVE Partial Roof of existing Tank site
Set Tanks at new site

Replace roof at original site

Sandblast & Coat interiors with NSF Epoxy

Paint exteriors with Alkyd Enamel

#3 Tie to Supply & Discharge w/ sch 40 pipe

Supply & install 4" Valves to ea for
either Tank isolation.

Attach 4" Valves for Drains ea. Tank

Supply 2 SPARE VALVES.

Connect New Tanks to pressure System

& install pop o'ees.

INSULATE EXPOSED LINE & VALVES.

INSTALL LEVEL INDICATOR EA. Tank.

Contractor AGREES to hold Owner harmless
of any liability from claims for loss or injury
which might arise out of or result from the
Contractors operations under this project.

T. Neal GG

SALE OF GOODS AGREEMENT

This agreement is entered into on November 28, 2001, in El Paso, Texas, by and between Hacienda del Norte Water Improvement District, a municipal utility district and political subdivision of the State of Texas created by virtue of Article XVI, Section 59 of the Texas Constitution and operating under Chapters 49 and 55 of the Texas Water Code Annotated, with its principal place of business at 13931 Stagebrush Circle, El Paso, Texas, (hereinafter "Seller") and Terry Bourbon, an individual, with his principal place of business in El Paso, Texas (hereinafter "Buyer") for the purchase and sale of two pneumatic pressure tanks, their removal from the existing building at 13931 Stagebrush Circle, El Paso, Texas, where the tanks are located, the removal of the roof at that existing building to facilitate removal of the tanks and the satisfactory replacement of the roof at that existing building.

In consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties hereto agree as follows:

1. Sale of goods. Seller shall sell and Buyer shall purchase the following described goods and materials at the price provided in Paragraph 2 hereof.
 - a. two pneumatic pressure tanks (together, the "Tanks," or singularly, "Tank") located inside the existing building at 13931 Stagebrush Circle, El Paso, Texas (the "Building").
2. Purchase price. The purchase price for the each Tank to be purchased under Paragraph 1 hereof is Two Thousand Dollars (\$2,000.00) for each of the two (2) Tanks for a total contract purchase price of Four Thousand Dollars (\$4,000.00), plus any charges for additional Special Field beyond the amounts described in Paragraph 3 hereof, permit and license fees and all applicable sales, excise or other taxes.
3. Security Deposit. Buyer shall provide a security deposit in the amount of Two Thousand Dollars (\$2,000.00) to Seller. The security deposit shall be refundable to Buyer within five (5) days of the replacement of the roof the Building subject to the Seller's determination in its sole discretion that the roof of the Building as replaced is in the same or better condition after replacement as it was prior to the removal of the Tanks.
4. Payment. Upon Buyer's execution of this Agreement on November 28, 2001 at Seller's offices at 13931 Stagebrush Circle, El Paso, Texas, during business hours, Buyer shall pay to Seller by cashier's check payable to Seller Six Thousand Dollars (\$6,000.00) to be applied against the contract purchase price and security deposit. If Seller does not receive the payment by the date and time specified, then this Agreement shall be null and void and neither party shall have any further obligations or claim against the other for damages or equitable relief of any kind.

5. Removal and Replacement.

- a. Buyer shall, at its own expense, remove the roof of the Building, remove the Tanks, and then replace the roof of the Building in the same or better condition as prior to the removal of the roof. Seller shall provide access to Buyer for Buyer to perform these removal and replacement activities.
- b. The removal of the roof of the Building, the removal of the Tanks, and the replacement of the roof of the Building shall be completed within ~~seventy-two (72) hours~~ after the work is initiated. The work shall be initiated within 30 days of execution of this Agreement. The completion of the replacement of the roof shall be the finish date.
- c. The replacement of the roof of the Building shall be deemed accepted by Seller when Seller determines in its sole discretion that the roof has been replaced in the same or better condition as prior to the roof and Tank removal.

*Continuous
5 days (M-F)
D.D.
JB*

6. Taxes. Buyer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Tanks.

7. Seller's responsibilities. Seller shall perform the following:

- a. Provide access to and storage at the Building for the Buyer during the removal and replacement activities. Seller agrees that Buyer shall have complete use of and unrestricted access to the Building at all times for ~~seventy-two (72) continuous hours~~ during the removal and replacement activities.
- b. Remove all obstacles, waste or debris from the Building which may affect Buyer's ability to perform the removal and replacement activities.

*Continuous
5 days (M-F)
D.D.
JB*

8. Buyer's responsibilities. Buyer agrees to:

- a. Disposal of scrap. Buyer shall dispose of remnants or scrap material resulting from the removal and replacement activities.
- b. Complete all removal and replacement activities in a good and workmanlike manner.

*THE TANKS
CONCRETE ARE
SUPPORTS ARE
TO REMAIN AS IS
JB
AA*

9. Title. Title to the Tanks shall pass to Buyer immediately upon payment in full of the purchase price, and all associated costs and charges required hereunder.

10. Warranties/limitation of liabilities. Seller's warranties and liabilities with regard to the sale of Tanks are limited as follows:

- a. "As is" sale. THE GOODS COVERED BY THIS CONTRACT HAVE BEEN PURCHASED BY THE BUYER "AS IS" AND "WITH ALL FAULTS," AND THE BUYER ACKNOWLEDGES THAT NO WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS TRANSACTION.

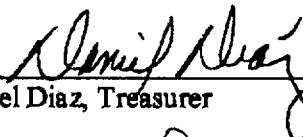
- b. Disclaimer of warranties. THE SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS WHICH THE SELLER SHALL SUPPLY. THE SELLER SHALL BE IN NO WAY RESPONSIBLE FOR THEIR PROPER USE AND SERVICE, AND THE BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS.
- c. Disclaimer of express warranties. Any affirmation of fact or promise made by Seller shall not be deemed to create an express warranty that the goods shall conform to the affirmation or promise; any description of the goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the goods shall conform to such description; any sample or model is for illustrative purposes only and shall not be deemed to create an express warranty that the goods shall conform to the sample or model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.
- d. Disclaimer of implied warranties. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT HE IS NOT RELYING ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
11. Risk of loss. The risk of loss for the Tanks described in Paragraph 1 hereof shall pass to Buyer upon its payment as provided in Paragraph 2 hereof.
12. Breach of agreement.
- a. Limitation of action. No action at law or in equity shall be maintained by Buyer against Seller for Seller's alleged breach of this Agreement and/or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred hereunder by Seller, unless (i) Buyer notifies Seller in writing at the address specified in this Agreement within thirty (30) days from the date of such alleged breach or violation, and provided Seller does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Buyer within one (1) year from the finish date of the removal and replacement activities stated in Paragraph 5 hereof, unless extended by ninety (90) days to allow for notice to Seller and its response as provided by this paragraph. Notwithstanding the foregoing, nothing contained in this paragraph shall be construed to abridge or limit the limitations contained in Paragraph 10 hereof.

- b. **Limitation of damages.** If Buyer or Seller brings any action at law or equity pursuant to breach of this Agreement, no cause of action by Buyer or Seller shall include a claim, nor may recovery be had against Buyer or Seller, for any punitive, incidental or consequential damages, including but not limited to, damages to property, for loss of use, loss of time, loss of profits or income.
13. **Indemnification and limited covenant not to sue.** Buyer shall hold Seller harmless and indemnify Seller against any and all debts, obligations, costs and damages, including attorney's fees, arising from any claims or causes of action, whether in law or equity or sounding in contract, tort or otherwise, which may be asserted against Seller by any person or entity not a party to this Agreement, resulting from the subsequent sale or use by Buyer (including its agents and affiliates), reinstallation by the Buyer, its agents and affiliates, use, repair, maintenance of or decision to purchase, the goods and materials described in Paragraph 1 hereof, provided, however, that this indemnity and hold harmless provision shall not apply to Seller's own acts of negligence or willful misconduct in the removal or replacement activities described in Paragraph 5 hereof. Buyer, its agents, employees, officers, heirs, executors, administrators and assigns, further agree not to prosecute, maintain or recover upon any rights, claims, demands, damages or causes of action that Buyer could assert against Seller, now or in the future, arising from the sale, installation, reinstallation, use, repair or maintenance of the Tanks described in Paragraph 1 hereof.
14. **Integration.** This Agreement constitutes the complete and exclusive statement of the terms of the agreement between the parties pertaining to the sale of the Tanks and all removal and replacement activities, and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection with this sale.
15. **Assignment and delegation.** This Agreement is not assignable nor is the performance of the duties delegable by either party without the prior written consent of the other party.
16. **Governing law.** Buyer represents that the Tanks are being purchased hereunder for business purposes only, and agrees that under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and governed by the laws of the State of Texas.
17. **Binding effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, nominees, successors and assigns.
18. **Force majeure.** Seller shall not be liable for any failure to perform as a result of interruption of transportation, delays, government regulation, labor disputes, strikes, war, fire, flood, accidents, or other causes beyond Seller's control making it impractical for Buyer to perform.
19. **Enforceability of agreement.** If any of the provisions of this Agreement, or portions thereof, are found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

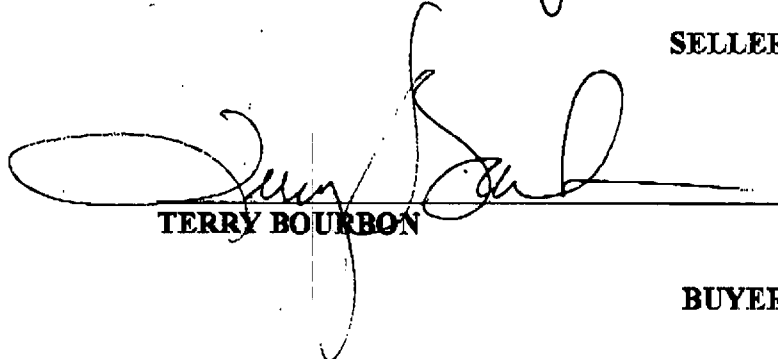
- 20. Notice. Notices hereunder shall be in writing and shall be deemed to have been fully given and received when sent by certified or registered mail, return receipt requested, postage prepaid, and properly addressed to the respective parties at the addresses shown above, or at such addresses as the parties may later specify for such purpose.
- 21. Payment of expenses. If Seller is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, Seller shall be entitled to recover from Buyer, in addition to any other such sums due, the reasonable attorneys fees, costs and necessary disbursements involved in said proceedings.
- 22. Consent to jurisdiction and venue. Seller and Buyer agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of, this Agreement may be brought by Seller in El Paso, Texas, and that any court there shall have personam jurisdiction over the parties and venue of the action shall be appropriate in each court.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

**HACIENDA DEL NORTE WATER
IMPROVEMENT DISTRICT**

By: 
Daniel Diaz, Treasurer

SELLER


TERRY BOURBON

BUYER