

Filing Receipt

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

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

### **CCN Application Instructions**

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

#### FAQ:

### Who can use this form?

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

#### Who is required to use this form?

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

#### What is the purpose of the application?

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

Applicat	tion Summary			
Applicant: Monarch Utilities I L.P.				
CCN No. to be amended: 12983 (W) & 20899	(s)			
or Obtain NEW CCN Water				
County(ies) affected by this application: Harris, Lik	perty, & Montgomery			
Dual CCN requested with:				
CCN No.:	(name of retail public utility)  Portion or All of requested area			
Decertification of CCN for:				
CCN No.:	(name of retail public utility)  Portion or All of requested area			
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	r) Information			
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Part F: Mapping & AffidavitsPart G: Notice Information				
Appendix A: Historical Financial Information (Balance Sheet and Income Schedule)				
Appendix 5. 1 Tojected Information				
Please mark the items included in this filing				
▼ Partnership Agreement	Part A: Question 4 Attachment 1			
Articles of Incorporation and By-Laws (WSC)	Part A: Question 4			
Certificate of Account Status	Part A: Question 4 Attachment 2			
Franchise, Permit, or Consent letter	Part B: Question 7			
Existing Infrastructure Map	Part B: Question 8			
Customer Requests For Service in requested area Population Growth Report or Market Study	Part B: Question 9 Part B: Question 10 Attachment 4 (confidential)			
TCEQ Engineering Approvals	Part B: Question 11 Attachment 5			
Requests & Responses For Service to ½ mile utility providers	Part B: Question 12.B Attachment 6			
Economic Feasibility (alternative provider) Statement	Part B: Question 12.C			
Alternative Provider Analysis	Part B: Question 12.D			
Enforcement Action Correspondence	Part C: Question 16 Attachment 7			
TCEQ Compliance Correspondence Part D: Question 20Attachments 8 & 13				
Purchased Water Supply or Treatment Agreement  Part D: Question 23  Part F: Question 28				
Rate Study (new market entrant)  Tariff/Rate Schedule	Part E: Question 28 Part E: Question 29 Attachment 10			
Financial Audit	Part E: Question 30Attachment 11 (confidential)			
Application Attachment A & B	Part E: Question 30			
Capital Improvement Plan	Part E: Question 30Attachment 12 (confidential)			
☐ Disclosure of Affiliated Interests	Part E: Question 31 Attachment 3			
Detailed (large scale) Map	Part F: Question 32 Attachment 15			
<ul> <li>Disclosure of Affiliated Interests</li> <li>Detailed (large scale) Map</li> <li>General Location (small scale) Map</li> <li>Digital Mapping Data</li> </ul>	Part F: Question 32 Attachment 14			
<ul><li>X Digital Mapping Data</li><li>X Signed &amp; Notarized Affidavit</li></ul>	Part F: Question 32			
Map of Planned Use of Requested Area	Page 12 Part D: Question 27 Attachment 9			
The of Fainted obe of Requested Fired	- ma 2. Gaodan 27			

	Part A: Applicant Information
1.	A. Name: Monarch Utilities I L.P.
	Individual Corporation WSC Other: Limited Partnership  B. Mailing Address:    Address
	Sugar Land, TX 77478
	Phone No.: (830) 207-6100 Email: Swwc.com
	C. <u>Contact Person</u> . Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.
	Name: Brian Bahr Title: Director, Regulatory
	Mailing Address: 1620 Grand Ave Pkwy, Ste 140, Pflugerville, TX 78660
	Phone No.: (646) 599-2415 Email: bbahr@swwc.com
2.	If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?  Yes No N/A
3.	If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?  Yes No If no, please state the last date an Annual Report was filed:
4.	The legal status of the Applicant is:
	Individual or sole proprietorship
	Partnership or limited partnership (attach Partnership agreement) See Att. 1
	Corporation: Charter number (recorded with the Texas Secretary of State):
	Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]  Charter number (as recorded with the Texas Secretary of State):  Articles of Incorporation and By-Laws established (attach)
	Municipally-owned utility
	District (MUD, SUD, WCID, FWSD, PUD, etc.)
	County
	Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
	Other (please explain):
5.	If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:  Name: n/a

	Part B: Requested Area Information
6.	Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.
	With this application Monarch requests approval to amend its water and sewer CCNs to enable it to provide water and sewer service to a new master planned single-family residential community with commercial tracts and a school site. The geographic area requested to be added to Monarch's existing CCNs is not within any existing CCN of another utility, and neither dual certification nor decertification of any CCNs is required or requested as part of this application. New water supply and sewer treatment facilities are to be constructed to serve the requested area.
7.	The requested area (check all applicable):
	Currently receives service from the Applicant   Is being developed with no current customers
	Overlaps or is within municipal boundaries  Overlaps or is within district boundaries
	Municipality: District:
	Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:
	N/A
8.	Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:
	A new development of primarily single-family residential housing, with some commercial tracts and a school site, is planned for the requested area. Lots are sized such that retail public water and sewer service is required. Please see Confidential Attachment 4 - Developer Request for Service for additional information.
9.	Has the Applicant received any requests for service within the requested area?
	Yes* No *Attach copies of all applicable requests for service and show locations on a map
10.	Is there existing or anticipated growth in the requested area? See Confidential Att. 4
	Yes* No *Attach copies of any reports and market studies supporting growth
11.	A. Will construction of any facilities be necessary to provide service to the requested area?
	Yes* No *Attach copies of TCEQ approval letters See Att. 5
	B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: Feb 8, 2022

	C.	Summarize an estimated timeline for construction for any required facilities to serve the requested area:						
	Construction of the first phase of the development, as well as the water and sewer facilities necessary to provide service to such, are expected to be completed within one year of TCEQ plan approval.							
	D.	Describe the source and availability of funds for any required facilities to serve the requested area:						
		onstruction costs will be shared between the developer (contributions in aid of construction) and onarch (funds from ongoing operations), with no external financing needed.						
		Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.						
12.	A.	If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:						
	requ	ere are two retail public water/sewer utilities within one half mile from the outer boundary of the uested area:  Utilities Investment Company Inc (CCNs 12671 [w] & 20765 [s])  Quadvest LP (CCN 11612 [w] & 20952 [s])						
	B. Did the Applicant request service from each of the above water or sewer utilities?							
	Y	Yes* No *Attach copies of written requests and copies of the written response See Att. 6						
	C.	Attach a statement or provide documentation explaining why it is not economically feasible to obtain retail service from the water or sewer retail public utilities listed above.						
	D.	If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:						
		<ul> <li>(A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;</li> <li>(B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and</li> <li>(C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.</li> </ul>						
13.	prox	lain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the kimate area, and any landowners in the requested area. The statement should address, but is not limited to, onalization, compliance, and economic effects.						

	Monarch is the second-largest investor-owned utility providing water and wastewater service in Texas and has adequate financial, operational, and managerial expertise to serve the proposed development without negatively affecting its existing customers. There are no retail public utilities currently providing water or wastewater utility service in the requested area, and the granting of the CCN amendment will not have any effect on other nearby utilities.	
	Part C: CCN Obtain or Amend Criteria Considerations	
14.	Describe the anticipated impact and changes in the quality of retail utility service for the requested area:	
	There is no retail utility water or wastewater service currently being provided to the requested area. The provision of water and wastewater utility service by Monarch will be consistent with the standards of quality service provided by Monarch throughout the state.	
15.	Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:	
	Monarch Utilities I L.P., along with its parent SouthWest Water Company, is well-known to the Commission and has been successfully providing service in Texas for many years, currently providing water utility service to over 31,000 connections and wastewater utility service to over 4,600 connections. It has the financial, managerial, and technical expertise and capacity to provide service to the proposed area.	
16.	Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?	
	X Yes* No	
	*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements. See Att. 7	
17.	Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:	
	Water and wastewater utility service will be provided under the review and approval of the PUCT and the TCEQ, which will ensure that the environmental integrity of the land will not be disrupted or impacted negatively.	
18.	Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?	
	No, there are no economically distressed areas located within the requested area.	

- 19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:
  - (1) Quadvest LP (CCNs 11612 & 20952);
  - (2) Utilities Investment Company Inc (CCNs 12671 & 20765);
  - (3) Monarch Utilities I L.P. (CCNs 12983 & 20899);
  - (4) T & W Water Service Company (CCN 12892)

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

20. A. Complete the following for <u>all</u> Public Water Systems (PWS) associated with the Applicant's CCN: See Att. 8

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

<sup>\*</sup>Attach evidence of compliance with TCEQ for each PWS

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

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	See Att. 13 Subdivisions served:
WQ-			

<sup>\*</sup>Attach evidence of compliance with TCEQ for each Discharge Permit

**C.** The requested CCN service area will be served via:

PWS ID: pending WQ - 0015440001

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

Water		Sewer	
Non-metered	2"	Residential	
5/8" or 3/4"	3"	Commercial	
1"	4"	Industrial	
1 ½"	Other	Other	
Total Water Connections:	0	Total Sewer Connections: 0	

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

Water		Sewer			
	Non-metered	112	2"	2,170	Residential
2,170	5/8" or 3/4"		3"	112	Commercial
	1"		4"	Industrial	
	1 ½"	1	Other	1	Other
Total Water Connections:		2,283	Total Sewer Connections: 2,283		

23.	A. Will the	system serving	the requested area purchase	water or sewer treatm	ent capacity fro	m another source?
	Yes*	No No	*Attach a copy of purc	hase agreement or con	tract.	
		Capacity	is purchased from:			
		V	/ater:			
		S	ewer:		_	
		of the Applican O's drinking wat	ts PWS's required to purchater standards?	ase water to meet the T	CEQ's minimu	m capacity requirements
	X Yes	☐ No				
			upply or treatment purchase chased water or sewer treati		r contract? Wha	at is the percent of overall
	demand	supplied by pul				
		Weter	Amount in Gallons	Percent of o		
		Water:	325,978,069	12%		
		Sewer:	7,643,100	5%		
24.	Does the PWS requested area Yes		tment plant have adequate	capacity to meet the	current and pro	ojected demands in the
25.			Q license number of the ope to the requested area:	erators that will be resp	oonsible for the	operations of the water or
	N	ame (as it app	ears on license)	Class	License No.	Water/Sewer
			Tolar	C- GW, C- WW	WG0018884, WW00610	17 Water & Wastewater
		Dalton	McNeil	C- GW, A- WW, CSI	WG0015873, WW00062082, C1001	vator a vactovator
			Ogden	C- GW, D- WW	WG0017284, WW00628	110101011010110101
		Dustin	Dawson	D- W, D- WW	WO0044254, WW00650	77 Water & Wastewater
26.	standard:		required for the existing PW	S or sewer treatment p	plant to meet TC	CEQ or Commission
	B. Provide	details on each	required major capital impr ls (attach any engineering re			ncies to meet the TCEQ
Г	Descrip	tion of the Cap	oital Improvement:	Estimated Comp	letion Date:	Estimated Cost:
			•	•		
<u> </u>						
-						
27.	or proposed cu planning maps	stomer connect	ving all facilities for productions, in the requested area. I scale maps. Color coding ca	Facilities should be ide	entified on subd	ivision plats, engineering

	Part E: Financial Information					
28.	If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original					
	rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be					
	supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant					
	must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of					
	this rate filing package is to revise a utility's tariff to adjust the rates to a historic test year and to true up the new tariff					
	rates to the historic test year. It is the Applicant's responsibility in any future rate proceeding to provide written evidence					
	and support for the original cost and installation date of all facilities used and useful for providing utility service. Any					
	dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by					
	the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as					
	an offset to rate base for ratemaking purposes.					
29.	If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate: See Att. 10					
	A. Effective date for most recent rates: 2/1/2021					
	B. Was notice of this increase provided to the Commission or a predecessor regulatory authority?					
	No   ☐ Yes Application or Docket Number: 50944					
	C. If notice was not provided to the Commission, please explain why (ex: rates are under the jurisdiction of a municipality)					

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

#### **30.** Financial Information

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

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

- 1. Completed Appendix A;
- 2. Documentation that includes all of the information required in Appendix A in a concise format; or
- (3) Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal. See Conf Att. 11

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

- 1. Completed Appendix B;
- 2. Documentation that includes all of the information required in Appendix B in a concise format;
- (3) A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or See confidential Att. 12
- 4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.
- 31. Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant. See Att. 3

### DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

### Part F: Mapping & Affidavits

- **32.** Provide the following mapping information with each of the seven (7) copies of the application:
  - 1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance: See Att. 14
    - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
    - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
    - To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
  - A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance: See Att. 15
    - i. The map should be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made and/or natural landmarks must be labeled and marked on the map as well.
    - ii. If the application includes an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
    - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
  - **3.** One of the following identifying the requested area:
    - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part 2 (above);

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

#### Part G: Notice Information

The following information will be used to generate the proposed notice for the application.

DO NOT provide notice until the application is deemed sufficient for filing and the Applicant is ordered to provide notice.

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

The total acreage of the requested area is approximately: 1,431

Number of customer connections in the requested area: 0

The closest city or town: Plum Grove

Approximate mileage to closest city or town center:

Direction to closest city or town: North

The requested area is generally bounded on the North by: City of Plum Grove

on the East by: Rd 51022 and Highland Drive 5102 J

on the South by: Magnolia Boulevard

on the West by: East Fork San Jacinto River

34. A copy of the proposed map will be available at 1620 Gra

1620 Grand Ave Pkwy, Ste 140, Pflugerville, TX 78660

### Applicant's Oath

STATE OF	Texas	s			
COUNTY OF	Fort Bend County				
I ,Jeffrey L. McInt		<u> </u>	being duly sworn, file this application to		
I attest that, in such the documents file that all such statem other parties are mapplication does no	d with this application, and hents made and matters set for ade on information and beliest duplicate any filing present	authorized to f have complied with the therein with ef. I further stally before the Co			
I further represent that the application form has not been changed, altered, or amended from its original form.  I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.					
		//de	11/1/9/14		
	ĺ	///	AFFIANT (Utility's Authorized Representative)		
If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.					
SUBSCRIBED A	ND SWORN BEFORE ME,	a Notary Publi this day the	c in and for the State of Texas  of Ashum, 20		
	GEORGE G HOOD  Notary Public, State of Texas  Comm. Expires 06-27-2024  Notary ID 130713888		A.		
			NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS		
		-	PRINT OR TYPE NAME OF NOTARY		
	My commis	ssion expires:	6/27/2024		

#### **ATTACHMENTS TO APPLICATION**

Attachment 01 – Applicant Partnership Agreement (Part A: Question 4)

Attachment 02 – Applicant Certificate of Account Status (Part A: Question 4)

Attachment 03 – Disclosure of Affiliated Interests (Part E: Question 31)

Confidential Attachment 04 – Request from Developer to Applicant for Service (Part B: Question 9 & 10)

Attachment 05 - Stamped Cover Page of TCEQ Engineering Approval Application (Part B: Question 11)

Attachment 06 – Requests & Responses from Neighboring Utilities (Part B: Question 12B)

Attachment 07 – Enforcement Action Correspondence (Part C: Question 16)

Attachment 08 – List of Applicant's PWS & Most Recent Inspections (Part D: Question 20)

Attachment 09 - Map of Planned Use of Requested Area (Part D: Question 27)

Attachment 10 – Applicant's Tariffs (Part E: Question 29)

Confidential Attachment 11 – Applicant's Audited Financial Statements (Part E: Question 30)

Confidential Attachment 12 – Applicant's Capital Improvement Plant (Part E: Question 30)

Attachment 13 – List of Applicant's WQ Permits (Part D: Question 20)

Attachment 14 – General Location (Small Scale) Map (Part F: Question 32)

Attachment 15 – Detailed (Large Scale) Map (Part F: Question 32)

Attachment 01 – Applicant Partnership Agreement (Part A: Question 4)



### Office of the Secretary of State

# CERTIFICATE OF FILING OF

Monarch Utilities I L.P. 800034797

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

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

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

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



Geoffrey S. Connor Secretary of State

In the Office of the Secretary of State of Texas

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

JUL 3 0 20114

Corporations Section

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

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

Michael O. Quinn

President

Peter J. Moerbeck

Treasurer

By: Orina

Richard J. Shields

Vice President and Secretary

Dated: July 27, 2004

TECON WATER COMPANY L.P.

Michael O. Quinn, President,

Texas Water Services Group, LLC,

Its General Partner

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

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

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

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

# ARTICLE 1 DEFINITIONS

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

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

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

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

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

- (a) increased by (i) the amount of such Partner's Capital Contribution and (ii) allocations of profit to such Partner; and
- (b) decreased by (ii) the amounts distributed to such Partner by the Partner-ship, and (iii) allocations of Loss to such Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

# ARTICLE 2 ORGANIZATION

2 1 <u>Formation of Limited Partnership.</u> The Partners hereby associate themselves in the formation of the Partnership as a limited partnership pursuant to and in accordance with the provisions of the Act. Except as expressly provided herein to the contrary, the rights and

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

- 2.2 Name. The name of the Partnership shall be, and the business name of the Partnership shall be conducted under, the name of "Tecon Water Company, L.P." or under such other name as the General Partner may from time to time determine. The General Partner shall provide the Limited Partners with written notice of any change in the Partnership's name within 30 days after such change.
- Character of Business. The purpose of the Partnership shall be to engage in any lawful business activities in which limited partnerships formed in the State of Texas may participate. Without limiting the generality of the foregoing, it is the present intention of the Partners that the primary activities of the Partnership shall be the acquisition, ownership and operation of water and sewer utility systems and facilities and, in connection therewith, (i) owning, operating, dealing in and with, and selling all types of property, both real and personal, tangible and intangible; and (ii) doing all things necessary, advisable or expedient in connection with, or incidental to, the foregoing.
- 2 4 <u>Principal Place of Business.</u> The address of the Partnership's principal place of business at which records shall be kept shall be 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206. The Partnership may from time to time have such other place or places of business within or without the State of Texas as may be determined by the General Partner.
- 2.5 <u>Fiscal Year.</u> The fiscal year of the Partnership shall end on the last day of each calendar year. The Partnership shall have the same fiscal year for income tax purposes and for accounting purposes.
- 2.6 <u>Names and Addresses of Partners</u>. The names and addresses of the Partners are as set forth on Exhibit "A" hereto.
- 2.7 <u>Term.</u> The Partnership will commence upon the filing of the Certificate of Limited Partnership in accordance with the Act, and shall continue in existence until December 31, 2050, or such later date to which the Partners shall extend the term of the Partnership, unless earlier terminated in accordance with any provision of this Agreement.
- 2.8 <u>Registered Office</u>. The registered office of the Partnership shall be located at 350 North St. Paul Street, Dallas, Texas 75201. The Registered Agent of the Partnership may from time to time change the registered office of the Partnership by complying with the applicable provisions of the Act.
- 2.9 Registered Agent. The Registered Agent of the Partnership shall be CT Corporation System at the registered office of the Partnership. Should the Registered Agent resign or become disqualified for service as Registered Agent, then the General Partner shall obtain and designate a new Registered Agent not less than thirty (30) days after such event. The General Partner shall notify the Limited Partners in writing not more than ten (10) days after the effective date of a change in Registered Agent. The General Partner may remove the Registered Agent at any time and appoint as successor Registered Agent any qualified Person designated by the General Partner.

# ARTICLE 3 CAPITAL, DISTRIBUTIONS AND ALLOCATIONS

#### 3.1 Contributions.

- (a) <u>Initial Capital Contribution</u>. When required by the General Partner, the Partners will make the initial contributions to the Partnership. The agreed net fair market value of the initial contributions and the initial Capital Account balances of the Partners are reflected on Exhibit "A" hereto.
- (b) <u>Additional Contributions.</u> No Partner shall be required to make additional capital contributions to the Partnership unless the General Partner requests such a capital contribution and Limited Partners holding a majority of the Percentage Interests approve such a contribution. Any such additional capital contributions shall be made by the Limited Partners in proportion to their respective Percentage Interests.
- 3.2 <u>Distributions and Allocations</u>. All distributions and allocations of items of profit and loss shall be in proportion to the Percentage Interests. Tax allocations shall be made in accordance with the Code and the regulations issued thereunder. Capital Accounts shall be maintained in accordance with Section 704(b) of the Code.
- 3.3 <u>Interest.</u> No Interest shall be paid by the Partnership on contributions to the capital of the Partnership.
- 3.4 <u>Withdrawal and Return of Capital.</u> A Partner shall not be entitled to withdraw any part of its contribution or to receive any distribution from the Partnership, except as approved by the General Partner or as otherwise provided in this Agreement.
- 3.5 Loans from Partners. Loans by a Partner to the Partnership shall not be considered contributions to the capital of the Partnership.

# ARTICLE 4 CONDUCT OF ACTIVITIES

#### 4.1 Powers of General Partner

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

### (b) Prohibitions and Limitations.

- (i) The General Partner shall not do any act in contravention of this Agreement.
- (ii) The General Partner shall not do any act that would make it impossible to carry on the business of the Partnership
- (iii) The General Partner shall not possess Partnership property or assign rights in Partnership property for other than Partnership purposes.
- (iv) The General Partner shall not admit a person as a General Partner or Limited Partner, except as expressly permitted in this Agreement.
- (v) No act or power of the General Partner authorized by this Agreement or otherwise authorized by law shall in any manner increase or extend the liability of any Limited Partner as described in this Agreement.
- (c) <u>Certificate of Limited Partnership.</u> Promptly after the execution of this Agreement, the General Partner shall cause to be filed the Certificate of Limited Partnership as required by the Act and such other certificates or documents as may be required in Texas or any other state. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and shall do all things necessary to the maintenance of the Partnership as a Limited Partnership under the laws of Texas or any other state. The Certificate of Limited Partnership shall include such provisions of this Agreement and other items as are required by law or as are considered desirable by the General Partner. If the Certificate of Limited Partnership contains items not required by law, the General Partner shall be authorized to file an amended Certificate of Limited Partnership deleting such items.
- (d) <u>Tax Matters Partner</u>. The General Partner is hereby designated the "tax matters partner" of the Partnership within the meaning of the Code. Except as specifically provided in the Code and the regulations issued thereunder, the General Partner in its sole discretion shall have exclusive authority to act for or on behalf of the Partnership with regard to tax matters, including, without limitation, the authority to make (or decline to make) any available tax elections. The tax returns of the Partnership shall be filed on such basis (cash, accrual or otherwise) as the General Partner determines to be necessary and in accordance with the requirements of the Code. The General Partner shall cause the Partnership's tax returns to be prepared and Schedule K-1 or any successor form to be prepared and delivered in a timely manner to the Limited Partners.
- (e) <u>Records</u>. The General Partner shall cause the Partnership to maintain or cause to be maintained true and proper books, records, reports, and accounts in which shall be entered all transactions of the Partnership. Such books, records, reports and accounts shall be located at the principal place of business of the Partnership and shall be available to any Partner for inspection and copying during reasonable business hours

- (f) <u>Interests in Other Entities.</u> The General Partner shalt be authorized to cause the Partnership to acquire an interest in one or more corporations and/or in one or more other entities as the General Partner determines necessary or appropriate to carry out the business of the Partnership.
- 4.2 <u>Limitation of Liability: Powers of Limited Partners.</u> No Limited Partner shall have any liability whatsoever for any debt, obligation or liability of the Partnership. The Limited Partners may, at the request of any Limited Partner, meet with the General Partner and may, at any such meeting, discuss with the General Partner the business of the Partnership. The General Partner will, however, retain exclusive authority and responsibility for the management and control of the business of the Partnership, and the Limited Partners shall not take part in the control of the partnership business or have any authority or power to act for or bind the Partnership.
- 4.3 <u>Title to Partnership Assets.</u> All assets of the Partnership shall be deemed to be owned by the Partnership, as an entity, and no Partner, individually or collectively, shall have any ownership interest in the assets of the Partnership or any portion thereof. The Partnership shall hold all material assets of the Partnership in its own name or in the name of one or more nominees (which may include the General Partner or its affiliates) for the Partnership.
- 4.4 <u>No Compensation.</u> Except as provided in Section 4.5, no Partner shall be compensated for its services provided as a Partner to the Partnership
- 4.5 Reimbursement of Expenses. Notwithstanding Section 4.5, the General Partner and its affiliates shall be entitled to reimbursement, together with reasonable interest thereon, for all expenses that they reasonably incur for Partnership purposes, including but not limited to the costs of personnel, equipment, and materials used in Partnership operations and the portion of the administrative and overhead expenses (such as rent and office maintenance thereof, payroll and payroll taxes, franchise taxes, insurance, employee benefits, travel and entertainment and similar expenses) of the General Partner and its affiliates at their principal place of business that is properly allocable to the Partnership.
- 4.6 <u>Consent in Lieu of Meeting.</u> Any action which may be taken by the Partners at a meeting may be effected through the execution of written consents by the requisite percentage in interest of the Partners.

# ARTICLE 5 TRANSFER OF INTERESTS

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

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

- 5.2 <u>Transfer of Interest of General Partner.</u> The General Partner may not Transfer all or any portion of its Partnership Interest as the General Partner unless a majority in interest of the Limited Partners consent (i) to such Transfer, which consent may be given or withheld in the sole discretion of the Limited Partners, and (ii) to the admission of the transferee as a General Partner of the Partnership.
- 5.3 <u>Transfer of Interest of Limited Partners.</u> A Limited Partner may not Transfer all or any portion of its Partnership Interest without the prior written consent of the General Partner and all Limited Partners. In the case of any Transfer approved by the General Partner and all Limited Partners, the transferee or pledgee shall (i) agree to comply with and be bound by this Agreement and to execute any document that the General Partner may reasonably require to be executed in connection with the assignment to him, and (ii) appoint the General Partner his attorney-in-fact pursuant to the power of attorney set forth in Article 7.
- 5.4 Removal of General Partner. Upon the occurrence of an Event of Default, a majority in interest of the Limited Partners may require the removal of the General Partner, in accordance with the following provisions:
- (a) A notice of removal signed by a majority in interest of the Limited Partners shall be delivered to the General Partner. Upon receipt of the notice, the General Partner shall offer to sell its Partnership Interest to the Limited Partners, each of whom then shall have seven (7) days in which to notify the General Partner whether he elects to purchase a pro rata portion of the General Partner's Partnership Interest.
- (b) The General Partner shall sell its Partnership Interest (i) in equal undivided portions to those Limited Partners electing pursuant to paragraph (a) above to purchase same, or (ii) in the absence of any Limited Partners so electing, to a third party approved by a majority in interest of the Limited Partners; provided, however, if no such third party can be located and none of the Limited Partners elects to purchase the General Partner's Partnership Interest, the General Partner may not be removed and its Partnership Interest may not be sold pursuant to this paragraph. The sale described in this paragraph shall occur within sixty (60) days after the date the notice described in paragraph (a) above is delivered to the General Partner.
- (c) Any sale of the General Partner's Partnership Interest pursuant to paragraph (b) above shall be made at the fair market value of such Partnership Interest. The fair market value shall be mutually agreed upon by the General Partner and the purchaser. If such an agreement cannot be reached, the fair market value of the Partnership Interest shall be determined by a reputable, independent appraiser experienced in such matters jointly selected by the General Partner and the purchaser. If the General Partner and the purchaser are unable to agree on such an appraiser, the General Partner shall select an appraiser, the purchaser shall select an appraiser, which third appraiser shall determine the value of the Partnership Interest. The Partnership shall pay the costs of all such appraisers.

# ARTICLE 6 DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

- 6.1 <u>Dissolving Events.</u> The Partnership shall be dissolved upon the occurrence of any of the following events:
  - (a) expiration of the Partnership term;
- (b) issuance of an order by a court of competent jurisdiction requiring the Dissolution of the Partnership;
  - (c) permanent cessation of the Partnership's business;
  - (d) consent to dissolve the Partnership by all Partners;
- (e) the withdrawal, retirement, Bankruptcy, Dissolution, death or incapacity of the General Partner; or
- (f) any other event which results in Dissolution of the Partnership under the Act.

### 6.2 Winding Up of the Partnership.

- (a) Upon Dissolution of the Partnership, the General Partner shall promptly wind up the affairs of the Partnership.
- (b) Distributions to the Partners in liquidation may be made in cash or in kind, or partly in cash and partly in kind, as determined by the General Partner.
- (c) The profits and losses of the Partnership during the period of Dissolution and liquidation shall be allocated among the Partners in accordance with the provisions of Article 3.
- (d) The assets of the Partnership (including, without limitation, proceeds from the sale or other disposition of any assets during the period of Dissolution and liquidation) shall be applied as follows:
  - (i) first, to repay any indebtedness of the Partnership, whether to third parties or the Partners, in the order of priority required by law:
  - (ii) next, to any reserves which the General Partner reasonably deems necessary for contingent or unforeseen liabilities or obligations of the Partnership (which reserves when they become unnecessary shall be distributed in the remaining priorities set forth in this Section 6.2(d)); and
  - (iii) next, to the Partners in proportion to their respective positive Capital Account balances.

# ARTICLE 7 POWER OF ATTORNEY

- 7.1 <u>Grant of Power of Attorney.</u> Each Limited Partner does irrevocably constitute and appoint the General Partner (and any successor General Partner) and the authorized officers and attorneys-in-fact of the General Partner (and any successor General Partner), voting together or individually, with full power of substitution as its true and lawful attorney-in-fact and agent, with full power and authority in his name, place and stead to:
- (a) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (i) the Certificate of Limited Partnership and all amendments thereto and other instruments that the General Partner deems necessary or appropriate to effect a change or modification of the Certificate of Limited Partnership, (ii) all certificates, conveyances, and other instruments that the General Partner deems necessary or appropriate to effect the acquisition, disposition, pledge, mortgage, hypothecation, encumbrance or exchange of any assets of the Partnership or the Dissolution and termination of the Partnership, (iii) all instruments and consents relating to the admission of additional Limited Partners or the General Partner, (iv) agreements with the Internal Revenue Service to keep open the statute of limitations with respect to any Partnership items under examination with the Internal Revenue Service, and (v) any other instrument that is now or may hereafter be required by law to be filed or recorded on behalf of the Partnership; and
- (b) perform all acts and exercise all powers granted to the General Partner under this Agreement.
- Nature of Power of Attorney. The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the death, incompetency or termination of existence of such Limited Partner and shall extend to such Limited Partner's heirs, successors and assigns. Each Limited Partner hereby agrees to be bound by any representations made by the General Partner, acting in good faith pursuant to such power of attorney, and each Limited Partner hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney. Any person dealing with the Parlnership may conclusively presume and rely upon the fact that any such instruments executed by the attorney-in-fact and agent herein appointed is regular and binding without further inquiry.
- 7.3 Other Instruments. Each Limited Partner shall execute and deliver to the General Partner within five (5) days after receipt of the General Partner's request therefor such further designations, powers of attorney and other instruments as the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

# ARTICLE 8 MISCELLANEOUS

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

- 8.2 Entire Agreement. This Agreement constitutes the entire agreement among the Partners with respect to the subject matter hereof and supersedes any prior agreement or understanding among them with respect to such subject matter.
- 8.3 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby
- Notices. All notices or other communications required or permitted to be given 8.4 pursuant to this Agreement shall be in writing and shall be considered as properly given (a) in the case of notices or communications required or permitted to be given to a Limited Partner, if personally delivered or if mailed by United States certified or registered mail, postage prepaid and addressed to the Limited Partner's address for notices as it appears on the records of the Partnership, and (b) in the case of notices of communications required or permitted to be given to the General Partner, if personally delivered or if mailed by United States certified or registered mail, return receipt requested, postage prepaid and addressed to the General Partner at its principal place of business. A Limited Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the General Partner, and the General Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the Limited Partners. Any notice or other communication shall be deemed to have been given as of the date on which it is deposited in the United States mail or transmitted, in each case in compliance with the terms of this section.
- Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS 85 OF THE STATE OF TEXAS.
- Successors and Assigns. Except as otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Partners and their successors and assigns.
- 8.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.
- Headings. The section headings in this Agreement are for convenience of a ref-8.8 erence only, and shall not be deemed to after or affect the meaning or interpretation of any provision hereof
- 8.9 Amendment of Partnership Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement signed by all of the Partners.

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

General Partner:

TEXAS WATER SERVICES GROUP, LLC

By: S. Boyles, President

Limited Partner:

TECON WATER COMPANIES, INC

By: John H. McClellan, Vice President

### EXHIBIT "A"

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

Attachment 02 – Applicant Certificate of Account Status (Part A: Question 4)





### **Franchise Tax Account Status**

As of: 02/11/2022 09:04:18

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

### **MONARCH UTILITIES I L.P.**

Texas Taxpayer Number 10303732514

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

**?** Right to Transact Business in ACTIVE

State of Formation TX

Effective SOS Registration Date 12/10/2001

Texas SOS File Number 0800034797

Registered Agent Name COGENCY GLOBAL INC.

Registered Office Street Address 1601 ELM STREET SUITE 4360 DALLAS, TX 75201

Attachment 03 – Disclosure of Affiliated Interests (Part E: Question 31)

#### Affiliates of Monarch Utilities L L.P.

1710 Woodcreek Farms, Inc.

Alabama Utility Systems, Inc.

CUC Holding Company, Inc.

Florida Utility Systems, Inc.

Kiawah Island Utility, Inc.

Louisiana Water Utilities, Inc.

Metro Water Systems, Inc.

Midway Water Utilities, Inc.

Monarch Utilities, Inc.

Monarch Utilities I L.P.

New Mexico Utilities, Inc.

Ni America Operating, Inc.

Ni America Texas, LLC

Ni Florida, Inc.

Ni SC Environmental Services, Inc.

Ni South Carolina, Inc.

Ni South Carolina Utilities, Inc.

Northwest Utility Systems, Inc.

Oregon Water Utilities Cline Butte, Inc.

Oregon Water Utilities Mountain Lakes, Inc.

Oregon Water Utilities, Inc.

Palmetto Utilities, Inc.

Palmetto Wastewater Reclamation, Inc.

Shelby Ridge Utility Systems LLC

South Carolina Utility Systems, Inc.

South Carolina Water Utilities - CUC, Inc.

South Carolina Water Utilities, Inc.

Southeast Utility Systems, Inc.

SouthWest Water Company

Suburban Water Systems

SW Merger Acquisition Corp.

SWWC Services, Inc.

SWWC Utilities, Inc.

Texas Water Services Group, LLC

TWC Utility Company, LLC

Confidential Attachment 04 – Request from Developer to Applicant for Service (Part B: Question 9 & 10)

\*To be provided confidentially under seal\*

Attachment 05 – Stamped Cover Page of TCEQ Engineering Approval Application (Part B: Question 11)



Water & Wastewater Treatment Consultants
Texas Board of Professional Engineers Firm No. 2066
17230 HUFFMEISTER RD. SUITE A
CYPRESS, TEXAS 77429
FAX: 281-373-1113

February 8, 2022

Ms. Vera Poe, P.E. TCEQ Water Supply Division Utilities Tech Review Section, MC 153 12100 Park 35 Circle, Building F Austin, Texas 78753

Re:

Monarch Utilities I, LP – The Trails Water System

PWS ID: Proposed; RN: Proposed; CN: 602740706

Liberty County, Texas

Dear Ms. Poe:

Please find herewith the Engineering Plans, Specifications, and Design Report for the proposed The Trails Water System that will be located at 450 Plum Grove Road, New Caney, Liberty County, Texas 77357.

- 1. Plan Review Submittal Form & Core Data Form
- 2. Engineering Design Report
- 3. Well Pollution Hazard Survey Checklist & Map
- 4. Request for Service Correspondence
- 5. Well Search
- 6. Well Hydraulic Calculations Well #1
- 7. Well Hydraulic Calculations Well #2
- 8. Well Chlorination Calculations
- 9. Water System Capacity Calculations
- 10. Property Metes & Bounds
- 11. Sanitary Control Easements
- 12. Business Plan & Financial Ability Form (Financials Sent Separately for Confidential Purposes)

WaterEngineers, Inc.

TBPE FIRM No. 2066

- 13. Generator Checklist
- 14. Equipment Specifications
- 15. Engineering Design Drawings

If you have any questions or would like further information, I can be reached by telephone at 281-373-0500 or by email at <u>madison@waterengineers.com</u> or <u>d.ray@waterengineers.com</u>.

Sincerely,

WATERENGINEERS, INC.

Madison

D. Ray Young, PÆ Principal Engineer

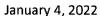
Enclosures:

As Noted Above

cc:

Joe Etzler via email to jetzler@swwc.com
George Freitag via email to gfreitag@swwc.com
Brian Bahr via email to bbahr@swwc.com
TCEQ Region 12 via email to R12PWS@tceq.texas.gov

Attachment 06 – Requests & Responses from Neighboring Utilities (Part B: Question 12B)





12535 Reed Road Sugar Land, TX 77478 TXCustomerCare@swwc.com www.swwc.com

Utilities Investment Company, Inc. CCNs 12671 and 20765

To Whom It May Concern:

Please be advised that Monarch Utilities I L.P. (Monarch) is filing an application with the Public Utility Commission of Texas (PUCT) to amend its water CCN No. 12983 and wastewater CCN No. 20899 in Harris, Liberty, and Montgomery Counties as shown on the enclosed map.

You have been identified as a neighboring utility of like kind with a CCN within one half mile of the proposed service area. Pursuant to PUCT regulations, Monarch formally asks whether you are able and willing to provide water and/or wastewater service to the proposed property sufficient to meet the TCEQ's service standards plus local demands thereby providing continuous and adequate utility service to the consuming public. Please fill out the questionnaire below and return it to us. Your response will be included with Monarch's application filed with the PUCT.

Your response may be sent to me via email at <a href="mailto:bbahr@swwc.com">bbahr@swwc.com</a> or by mail to 1625 Grand Ave Pkwy, Ste 140, Pflugerville, TX 78660. Please don't hesitate to call me at (646) 599-2415 if you have any questions. Thank you.

Sincerely,

/s/ Brian Bahr

Brian Bahr

**Director of Rates & Regulatory** 

Date of Reply: 1/5/22					
Name of Utility: Utilities INUESTMENT CO., INC.					
Able & Willing to Provide Service (yes/no):					
Printed Name of Utility Contact: Shansit					
Signature of Utility Contact:					
Utility Contact Email: MARSIA WETERMAN ( A)1. COM					
Utility Contact Phone:					

## Water & Wastewater Treatment Consultants

Texas Board of Professional Engineers Firm No. 2066

17230 HUFFMEISTER RD., SUITE A CYPRESS, TEXAS 77429 TEL: 281-373-0500 FAX: 281-373-1113

January 6, 2022

Quadvest, LP 26926 FM 2978 Magnolia, Texas 77354

Re:

Request for Utility Service - The Trails

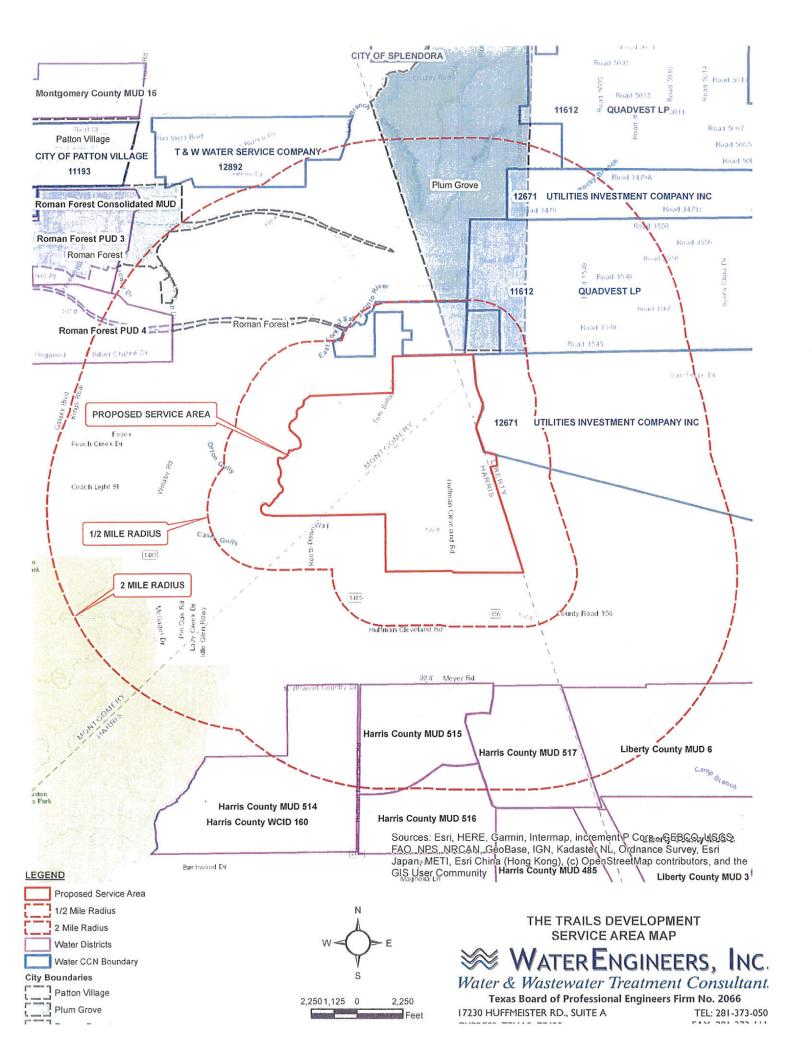
To Whom it May Concern:

We are in the process of determining if water and/or sewer service is available to serve the proposed The Trails subdivision that will be located off of Huffman Cleveland Road in Harris, Montgomery and Liberty County, Texas as shown in the attached Service Area Map. The proposed development is expected to be constructed in seven phases and will ultimately consist of 2,170 residential lots.

We request your response regarding the possibility of your utility providing retail water and/or sewer service to the development. Please indicate whether or not your utility is willing to provide service and return a copy of this letter indicating if service is available; and if so, please indicate what is required to consider an application for service, including line extension charges, tap fees, etc. In addition, please include a copy of your utility tariff.

Please email your response to <u>d.ray@waterengineers.com</u>, mail it to WaterEngineers, Inc., 17230 Huffmeister Road, Suite A, Cypress, Texas 77429-1643, or fax it to 281-373-1113. Please feel free to call me 281-373-0500 if you would like to discuss this request or have any questions. Thank you for your assistance.

Sincerely,	
WaterEngineers, Inc.	
( ) Kun Vorma	
D. Pau Vanna D. F.	
D. Ray Young/P.E. Principal Engineer	
Attachment: Service Area Map	
REPL	Y Day
Date of Reply:ZZ	Signature:
Name of Utility: Quadvest, LP	Printed Name: Jimon Seaucina
Will You Provide Retail Water and Sewer Service?	Title: LCEO
(Yes/No)	Organization: Luad Vas 1
(If Yes, please indicate the terms required).	Address: ## 76926 FM 2978
Terms:	Magriolia, Tx. 7735x
	Telephone: 832-309-0841
	Email: 5imon Canaductioon
	7



Attachment 07 – Enforcement Action Correspondence (Part C: Question 16)

System	Docket No.	Water/Wastewater	Violation	Date AO Signed by TCEQ	Original TCEQ Compliance Date	Extension Request Compliance Date	Compliance Achieved	Notice of Compliance Rec'd	Comments
Ridgecrest	2021-0550-PWS-E	Water	HAA5s	Pending TCEQ Signature	TBD	NA	10/18/2021	tbd	HAA5s concentration has returned to compliance
Governors Point	2020-1182-PWS-E	Water	Plan Review & Pressure Tank Capacity	Pending TCEQ Signature	TBD	NA	8/28/2020	tbd	Original Pressure tank returned to service Aug 2020
Cherokee Shores	2021-0040-MWD-E	Wastewater	Effluent Violations	9/21/2021	9/21/2021	NA	WWTP in compliance	10/19/2021	Plant has been in compliance since Aug 2020
Windermere	2019-1625-MWD-E	Wastewater	Effluent Violastions / Fish Kill	1/16/2021	1/16/2021	NA	WWTP in compliance	7/23/2021	Plant has been in compliance since Dec 2019
Oak Trail Shores	2019-1209-PWS-E	Water	Distribution Pressure	3/24/2020	4/24/2020	NA	1/5/2020	4/9/2020	System returned to compliance in Jan 2020
Oak Trail Shores	2020-0221-PWS-E	Water	TTHMs	9/8/2020	8/27/2020	NA	Q2 2020	9/8/2020	System returned to compliance with running annual average in Q2 2020
Lakeway Harbor	2020-0246-PWS-E	Water	TTHMs/HAA5s	9/30/2020	9/16/2020	NA	Q2 2020	9/30/2020	System returned to compliance with running annual average in Q2 2020. AO approved by the Commission. Awaiting Notice of Compliance.
Pinwah Pines	2019-1141-PWS-E	Water	HAA5s	3/4/2020	6/4/2020	NA	3/12/2020	3/16/2020	Current HAA5s concentration in compliance.
Indian Hills Harbor	2019-0429-PWS-E	Water	Plan Review & Pressure Tank Capacity	11/5/2019	11/5/2019	NA	5/4/2021	11/22/2021	Replacement PT approved by TCEQ. PT placed online and TCEQ notified.
HVOF & OTSH Combined AO	2018-0506-MLM-E	Wastewater	Effluent Violations	5/8/2019	9/15/2019	12/20/2019	10/22/2019	11/15/2019	Need HVOF to be in compliance 3 consecutive months (Sept - Nov) to certify compliance to TCEQ
Aurora Vista	2017-1542-PWS-E	Water	HAA5s	7/25/2018	12/2/2018	NA	10/31/2017	7/27/2018	Compliance achieved prior to TCEQ Compliance Date
Garden Oaks	2017-0796-PWS-E	Water	Pb/Cu Water Quality Parameters	12/1/2017	Penalty payment only (\$200)	NA	6/29/2017	12/8/2017	Compliance achieved prior to TCEQ Compliance Date
Carolynn Estates	2016-2005-PWS-E	Water	Customer Service Inspections	7/18/2017	9/18/2017	NA	9/18/2017	4/26/2018	Compliance achieved by TCEQ Extension Date
Carolynn Estates	2016-2005-PWS-E	Water	Line Capacity	7/18/2017	10/16/2017	2/28/2018	3/20/2018	4/26/2018	Compliance achieved after requesting extension due to plan review and weather
Holiday Villages of Livingston	2016-1048-MWD-E	Wastewater	Capacity	AO never made it to signature	30 days post TCEQ signature	NA	10/28/2016	2/6/2017	Compliance achieved prior to TCEQ Compliance Date
Falcon Crest	2016-0866-PWS-E	Water	Total Coliform Rule	3/8/2017	4/8/2017	NA	11/3/2016	3/30/2017	Compliance achieved prior to TCEQ Compliance Date
Ridgecrest	2016-0451-PWS-E	Water	TTHMs	9/6/2017	9/6/2018	12/30/2019	10/22/2019	11/19/2019	Need to be in compliance Q3 2019 to certify compliance to TCEQ
Ridgecrest	2016-0428-PWS-E	Water	HAA5s	10/5/2016	10/11/2017	12/31/2018	11/29/2018	12/18/2019	GAC online prior to Q3 compliance sampling
Cherokee Shores	2016-0183-PWS-E	Water	TTHMs	8/3/2016	8/3/2017	NA	10/28/2016	4/13/2017	Compliance achieved prior to TCEQ Compliance Date
Aurora Vista	2016-0124-PWS-E	Water	TTHMs	7/11/2017	7/11/2018	NA	9/8/2017	3/27/2018	Compliance achieved by TCEQ Compliance Date
Tanglewood	2015-0962-PWS-E	Water	Nitrates	1/20/2016	1/20/2017	NA	4/1/2016	5/17/2016	Compliance achieved prior to TCEQ Compliance Date
Holiday Villages of Livingston	2015-0491-PWS-E	Water	Radiochem	9/23/2015	9/23/2018	NA	8/30/2016	12/28/2016	Compliance achieved prior to TCEQ Compliance Date
Pinwah Pines	2014-0068-PWS-E	Water	Radiochem	7/2/2014	7/2/2017	1/31/2018	11/3/2017	1/12/2018	Compliance achieved prior to Extension Request Deadline

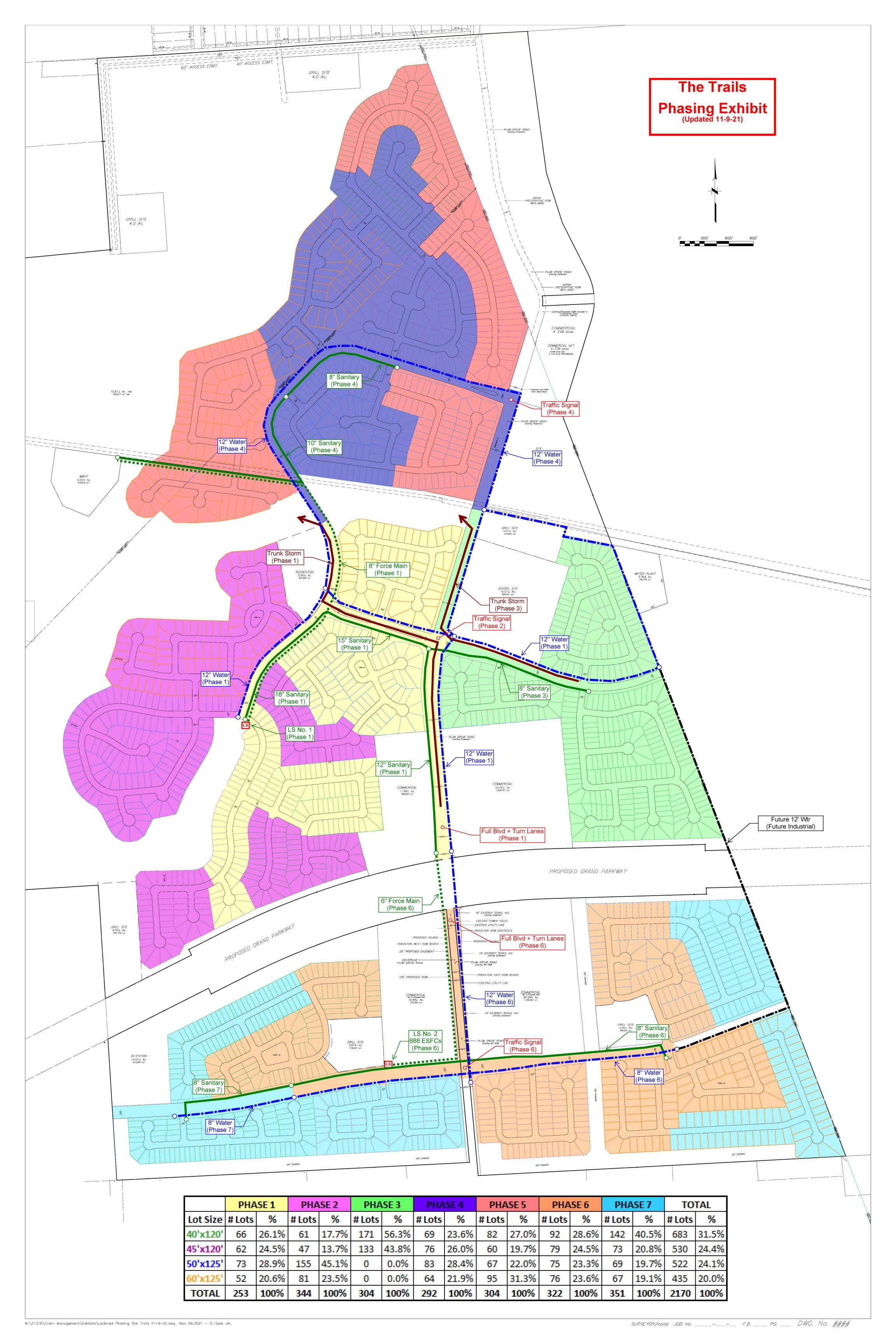
Attachment 08 – List of Applicant's PWS & Most Recent Inspections (Part D: Question 20)

County	Water Systems	PWS ID	Subdivisions Served	Last Inspection
County	Enchanted River			
	Estates	100039	Enchanted River Estates	1/15/2020
Bandera	Lake Medina Shores	100037	Lakeshore Beach, Wharton Dock, Lake Point, Holiday Villages of Medina, Lake Medina Shores (Medina County)	2/25/2021
	River Bend Estates	100042	River Bend Estates	1/15/2020
	Bavarian Hills	150235	Bavarian Hills	1/15/2020
	Coolcrest Water System	150046	Coolcrest	1/15/2020
Oaks North Mobile Home Estates Country Springs		150096	Stagecoach Hills	1/15/2020
		150135	Oak North Mobile Home Estates	12/17/2015
		150421	Country Bend	6/5/2019
Brazoria	Holiday Shores	200029	Holiday Shores	9/24/2019
Chambers	Tower Terrace	360069	Houston Raceway Park, West Chambers County Estates, Tower Terrace	1/8/2019
	Oak Village North	460037	Oak Village North	11/30/2016
Comal	Rim Rock Ranch	460211	Rim Rock Ranch	8/18/2021
Comm	Windmill Ranch Subdivision	460221	Kestrel Air Park, Windmill Ranch Subdivision	6/18/2019
	Denton Creek Estates	610015	Denton Creek Estates, Aero Valley Airport	12/14/2021
	Ponderosa Addition Utilities	610175	Ponderosa Addition, Wild West Addition,	12/15/2021
Denton	Stonecrest Estates	610059	Stonecrest Estates, Sunrise Circle Addition	12/14/2021
	Wynnwood Haven Estates	610037	Wynnwood Haven Estates, Snug Harbor	12/15/2021
Gillespie	Oakview Water System	860107	Oakview	3/5/2020
	Ridgecrest		Ridgecrest, Glen Eden, Hiland Shores, Lakeview, Little Mineral MHP, Millers Estates, Oak Estates, Preston Cove, Preston Forest, Preston Oaks, Preston Point Bend, Ridgecrest, Van Antwerp, VFW Post	11/3/2020
	Rocky Point Estates	910038	Hanna Cove Estates, Rocky Point Estates "A", Rocky Point Estates "B", Hanna Ranchettes, Mainer Cay Estates, Tiny Home Vacation Resorts	3/31/2020
Grayson	Sherwood Shores	910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres, Sherwood Shores	3/31/2021
	Tanglewood-on- Texoma	910052	Angler's Estates, Cedar Oak Hills, Eagle Chase, Fairway Hollow, Greenway Bend, Lakecrest Village, Mill Creek Homesites, Oak Meadow Estates, Paradise Cove, Russwood-on-the-Lake, Simmons Shores, Sunrise Circle, Tanglewood Hills, Tanglewood Resort, Cambridge Shores, Highport, Mill Creek Meadows, Whispering Meadows, Pecan Valley Addition, The Woods of Fossil Ridge, Fossil Ridge on Lake Texoma, Tanglewood Crossing, Barnes Enterprises,	3/31/2021
Guadalupe	Garden Oaks	940030	Lakecrest Addition Garden Oaks	3/5/2020
Guadarape	Villas of Willowbrook	el Podry Marca Dec	Villas of Willowbrook	11/4/2019
Harris Western Trails			Western Trails	2/12/2015
	Huntington Estates	1050124	Huntington Estates	2/26/2018
Hays	Plum Creek		Amberwood, Bootstring Farms, Branch View Addition, Buda Business Park, Casey-Kyle, Double R, Dove Hill Estates, Goforth Estates, Green Pastures, Interstate Business, Kyle Crossing-Home Depot, Park South, Pinafore Park, Rolling Hills Estates, South Buda Business Park, Two Way, Village at Buda, Indian Paintbrush	11/18/2019
	River Oaks Ranch	1050099	River Oaks Ranch	1/30/2019
	Beachwood Estates & North Trinidad	1070069	Brentwood Estates, Deep Water Estates, Forest Shores, Greenwood Cove, Hidden Harbor, Indian Oaks, Beachwood Estates, Oak Forest Estates, Pebble Beach, Seis Hombres, Spillview	6/18/2020
	Briarwood Harbor	1070220	Acres, Three-Way View, Treasure Isle, Waterboard Briarwood Harbor, Camp Big Cedar	3/7/2019
	Carolynn Estates		Bluffview, Brushy Creek, Bushwacker Estates, Carolynn Estates, Enclave, Esquire Estates II, Green Acres, Hidden Hills Harbor, Hillside Acres, Lynn Creek Cove, Payne Springs Estates, Forest Glen, The Highlands at Cedar Creek Lake, Michael's Cove, Pinnacle Club	2/9/2021
Henderson	Cherokee Shores Water Supply	1070206	Allen Ranch, Carson Addition, Coleman Tract, La Martinique, Landmarck Passage, Manning Ranch, Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee Shores	7/20/2020
	Dal-High Water System	1070159	Dal-High Addition	7/26/2019
	Highsaw	1070124	Brierwood Bay, Coffee City*, Diamond Head Bay, Coffee Landing Addition, Fineastle Farms, Highsaw, Hillside Estates, Hill-McCauley Tract	9/26/2016
	Lollipop Water Works		Lollipop Landing	10/30/2020
	Westwood Beach		Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach	10/25/2019
	Acton Water Royal Oaks	1110055	Acton Royal Oaks	10/25/2019
	Comanche Cove & Heritage Heights	1110060	Heritage Heights, Scenic View, Comanche Cove	10/12/2021

Comanche Hart Port O'Call Granbury Acres Hood System Hideaway Bay I Montego Bay E Oak Trail Shore Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I Southern Acres	Water 1110109 Estates 1110004 states 1110004 s 1110036 Earbor 1110005 Sky 1260011 Idition 1260076 teter 1260074 ates 1260099 dition 1260035	Rancho Brazos  Western Hills Harbor, Whisperview Village, Kings Plaza  Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	11/13/2018 10/25/2019 11/13/2018 9/25/2019 8/26/2021 9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Granbury Acres Hood System Hideaway Bay I Montego Bay E Oak Trail Shore Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	Water 1110109 Estates 1110002 states 1110004 s 1110004 s 1110005 Sky 1260011 Idition 1260076 ater 1260074 ates 1260099 dition 1260035	377 Sunset Strip, Granbury Acres Hideaway Bay Montego Bay Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor Rancho Brazos Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition Metroplex Homesteads, The Homesteads Nolan River Estates	11/13/2018 9/25/2019 8/26/2021 9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Hood System Hideaway Bay I Montego Bay E Oak Trail Shore Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	Estates 1110002 states 1110044 s 1110044 s 1110005 Earbor 1110005 Sky 1260011 Idition 1260076 ater 1260074 ates 1260099 dition 1260035	Hideaway Bay Montego Bay Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor Rancho Brazos Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition Metroplex Homesteads, The Homesteads Nolan River Estates	11/13/2018 9/25/2019 8/26/2021 9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Montego Bay E Oak Trail Shore Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	states 1110044 s 1110004 1110036 (arbor 1110005 Sky 1260011 Idition 1260076 ater 1260074 ates 1260099 dition 1260035	Montego Bay Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor Rancho Brazos Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition Metroplex Homesteads, The Homesteads Nolan River Estates	9/25/2019 8/26/2021 9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Oak Trail Shore Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	s 1110004 1110036 Earbor 1110005 Sky 1260011 Idition 1260076 atter 1260074 attes 1260099 dition 1260035	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor  Rancho Brazos  Western Hills Harbor, Whisperview Village, Kings Plaza  Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes  Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	8/26/2021 9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Rancho Brazos Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	1110036 Farbor 1110005 Sky 1260011 Idition 1260076 Inter 1260074 Inter 1260099 Idition 1260035	Harbor Rancho Brazos Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition Metroplex Homesteads, The Homesteads Nolan River Estates	9/25/2019 9/14/2021 4/10/2019 3/20/2019 11/24/2021
Subdivision Western Hills H Crowley 1 Acre Corp Water Falcon Crest Ac Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	Tarbor 1110005 Sky 1260011 Idition 1260076 Inter 1260074 Inter 1260099 Idition 1260035	Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	9/14/2021 4/10/2019 3/20/2019 11/24/2021
Western Hills F Crowley 1 Acre Corp Water Falcon Crest Ac Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	Tarbor 1110005 Sky 1260011 Idition 1260076 Inter 1260074 Inter 1260099 Idition 1260035	Western Hills Harbor, Whisperview Village, Kings Plaza Blue Grass Estates, Crowley One Acre, Higherest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	9/14/2021 4/10/2019 3/20/2019 11/24/2021
Crowley 1 Acre Corp Water Falcon Crest Ac Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	Sky         1260011           Idition         1260076           ater         1260074           ates         1260099           dition         1260035	Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	4/10/2019 3/20/2019 11/24/2021
Corp Water Falcon Crest Ad Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	1260071 Idition 1260076 Inter 1260074 Idition 1260099 Idition 1260035	Lakeview Ranchettes Falcon Crest Addition  Metroplex Homesteads, The Homesteads  Nolan River Estates	3/20/2019 11/24/2021
Metroplex Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollov Shaded Lane I	ates 1260079 dition 1260035	Metroplex Homesteads, The Homesteads  Nolan River Estates	11/24/2021
Homesteads Wa Supply Nolan River Est Ridge Crest Ad & Misty Hollow Shaded Lane I	ates 1260099 dition 1260035	Nolan River Estates	
Nolan River Est Ridge Crest Ad & Misty Hollov Shaded Lane I	1260035		
& Misty Hollow Shaded Lane I	7 1260033		6/20/2020
Shaded Lane I	/	Misty Hollow, Ridgecrest Addition Estates	3/20/2019
	zsiaies [1200105	Shaded Lane Estates	10/16/2020
	Water		
System	1260094	Southern Acres	12/17/2021
Sundance Addit		Space Acres North, Space Acres, X-Cell Ranch Estates, Sundance	4/10/2019
Tex-Rides Subo Triple H Estates		Tex-Rides Fifth Triple H Estates	4/14/2016 5/28/2020
Twin Creek		•	
Subdivision	1260038	Rolling Acres, North Hills Estates, Twin Creeks Addition	2/28/2019
West Meadow Subdivision		West Meadows	4/10/2019
West Park Villa	TT	West Park Village	11/3/2021
Kendall Cascade Mobile Park Platten Creek W	1300005	Cascade Mobile Home Park	11/16/2016
System	1300035	Platten Creek	4/17/2019
Cedar Springs N		Cedar Springs MHP	4/17/2019
Center Point Heritage Park V		Center Point	5/23/2019
System	1330080	Heritage Park	10/20/2021
Hills & Dales		Hills & Dales	11/18/2021
Oak Ridge Esta Water System	1330134	Oak Ridge Estates	4/26/2016
Southern Hills	1330128	Southern Hills, Montebello Estates, Silver Creek	1/21/2021
Kerr Verde Park Esta		Verde Park Estates	10/18/2018
Vista Hills		Vista Hills	10/18/2018
Westwood Wate	er 1330015	Westwood Park, Monarch Hills	3/26/2019
System Windwood Oak	S		
Water System	1330141	Windwood Oaks	10/31/2018
Woodhaven Mo Home Park	1330024	Woodhaven MHP	10/31/2018
Liberty Raywood Water System	1460041	Raywood	8/8/2019
Indian Hills Har	bor 1580063	Indian Hills Harbor	8/31/2016
Marion Pine Harbor	10000000 10 30 00000	Pine Harbor	9/17/2019
Subdivision Camelot Forest	Watan		2,11,2012
Matagorda System	1610058	Camelot Forest	7/26/2019
Rocky Creek Subdivision Wa	ter 1630038	Rocky Creek	5/23/2019
System Crystal Springs Subdivision	1700331	Crystal Springs	1/8/2020
Decker Hills	1700386	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place, Dry Creek Business Center, Harden Store Marketplace	4/13/2020
Montgomer Hulon Lakes y Subdivision	1700014	Hilltop Village, Woodcreek Valley, Hulon Lakes	5/25/2021
Oakwood Wate System	1700454	Oak Woods, North Forest	12/18/2018

County	Water Systems PWS ID Subdivisions Served		Subdivisions Served	Last Inspection
	Serenity Woods Subdivision	1700483	Pine Loch, Serenity Woods	10/14/2021
	Green Acres Water			11 000 000 00 00
	system	1840120	Green Acres, Robertson Village, The Fields of Peaster	1/9/2020
Parker	Spanish Park	1940026	Spanish Park Estates	1/9/2020
raikti	Subdivision			50,50,000,000,000,000
	Western Lake Estates	2000 0 0 0 0 0	Cedar Ridge (Formerly Ruby Ridge), Brazos Ridge Estates, Western Lake Estates	8/11/2020
	Westview Enterprises	1840105	Westview	1/9/2020
	Chesswood Water System	1870088	Chesswood	10/19/2020
	Country Wood Water System	1870138	Country Wood	1/21/2020
Polk	Garden Acres Subdivision Water System	1870160	Garden Acres	1/9/2020
	Longhorn Valley	1870152	Longhorn Valley	1/21/2020
	Oak Terrace Estates Water System	1870055	Oak Terrace Estates, Livingston Air Park	11/30/2018
	Phillips Acres	1870146	Phillips Acres	12/21/2020
	Pinwah Pines Estates		Pinwah Pines	1/21/2020
	Blue Water Cove	2040059	Blue Water Cove, Livingston Lakeside RV Park	5/21/2020
	Cedar Valley		Cedar Valley	6/12/2020
	Subdivision	2070043	Count valley	0/12/2020
San Jacinto	Coldspring Terrace Water System		Coldspring Terrace	11/6/2020
	Governors Point	2040008	Governors Point	3/13/2019
	Holiday Villages of Livingston	2040067	Hidden Coves, Holiday Village of Livingston, Palmetto Point	8/26/2020
		2040061	Shepherd Hills Estates, Shepherd Ranch Estates	11/16/2020
Smith	Smith Lakeway Harbor Subdivision 212006		Lakeway Harbor	12/22/2021
	Pine Trail Shores 2120035		Pine Trail Shores	12/22/2021
	Benbrook Hills	2200313	Benbrook Hills	7/18/2019
Tarrant	Markum Ranch Estates	2200281	Markum Ranch Estates	12/6/2018
	Silver Saddle Acres	2200299	Silver Saddle Acres, W. 20 Business Park	2/13/2020
	Westside Rural WSC	2200079	Gun Club, Cabot Estates, Willow Creek Additions, Westside Addition	7/18/2019
Travis	Inverness Point Water System	2270102	Crosswind, Hidden Hills, Inverness Point, Lakehurst, The Summit at Lake Travis	6/14/2019
Trinity	Harbor Point	2280035	Harbor Point	3/6/2021
Tyler	Ivanhoe Land of Lakes***	2290010	Ivanhoe Land of Lakes	8/21/2018
Van Zandt	Callender Lake	2340007	Callender Lake, Hickory Hills	7/10/2019
	Aurora Vista		Aurora Vista**	8/7/2019
	Chisholm Hills Estates	2490044	Chisholm Hills	1/21/2021
	Coyote Ridge Addition	2490053	Coyote Ridge	10/14/2020
Winn	Hills of Oliver Creek	2490046	Hills of Oliver Creek	1/21/2021
Wise	Las Brisas	n/a	Las Brisas Estates	#N/A
	Sage Brush Estates	2490058	Sage Brush Estates	10/14/2020
	Sky View Ranch Estates		Sky View Ranch	11/17/2020
	Windmill Trail	2490050	Windmill Trail	11/17/2020
Wood	Holiday Villages of		Holiday Villages of Fork	1/22/2021

Attachment 09 – Map of Planned Use of Requested Area (Part D: Question 27)



Attachment 10 – Applicant's Tariffs (Part E: Question 29)



Monarch Utilities I L.P. (Utility Name)

12535 Reed Road (Business Address)

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

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

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

#### 12983

This tariff is effective in the following counties:

Bandera, Bexar, Brazoria, Chambers, Comal, Denton, Gillespie, Grayson, Guadalupe, Harris, Hays, Henderson, Hood, Johnson, Kendall, Kerr, Liberty, Marion, Matagorda, Medina, Montgomery, Parker, Polk, San Jacinto, Smith, Tarrant, Travis, Trinity, Tyler, Van Zandt, Wise, and Wood

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

This tariff is only effective in the portions of the subdivisions and public water systems in the environs, except for the cities of Aurora and Coffee City that have surrendered rate jurisdiction.

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

#### See attached list.

#### TABLE OF CONTENTS

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

SECTION 1.0 - RATE SCHEDULE	7
SECTION 2.0 - SERVICE RULES AND REGULATIONS	46
SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS	50
SECTION 3.0 - EXTENSION POLICY	54
SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY	55

APPENDIX A – DROUGHT CONTINGENCY PLAN

APPENDIX B – APPLICATION FOR SERVICE

APPENDIX C - AGREEMENT FOR TEMPORARY WATER SERVICE

County	TCEQ Water Systems	PWS ID Number	Subdivisions
	<b>Enchanted River Estates</b>	0100039	Enchanted River Estates
Bandera	Lake Medina Shores	0100037	Lakeshore Beach, Wharton Dock, Lake Point, Holiday Villages of Medina, Lake Medina Shores (Medina County)
	River Bend Estates	0100042	River Bend Estates
	Bavarian Hills	0150235	Bavarian Hills
	<b>Coolcrest Water System</b>	0150046	Coolcrest
	Stage Coach Hills	0150096	Stagecoach Hills
Bexar	Oaks North Mobile Home Estates	0150135	Oak North Mobile Home Estates
	Country Springs Water Company	0150421	Country Bend
Brazoria	Holiday Shores	0200029	Holiday Shores
Chambers	Tower Terrace	0360069	Houston Raceway Park, West Chambers County Estates, Tower Terrace
	Oak Village North***	0460037	Oak Village North
Comal	Rim Rock Ranch	0460211	Rim Rock Ranch
Comar	Windmill Ranch Subdivision***	0460221	Kestrel Air Park, Windmill Ranch Subdivision
	<b>Denton Creek Estates</b>	0610015	Denton Creek Estates, Aero Valley Airport
Denton	Ponderosa Addition Utilities	0610175	Ponderosa Addition, Wild West Addition,
	Stonecrest Estates	0610059	Stonecrest Estates, Sunrise Circle Addition
	Wynnwood Haven Estates		Wynnwood Haven Estates, Snug Harbor
Gillespie	Oakview Water System	0860107	Oakview
	Ridgecrest	0910035	Ridgecrest, Glen Eden, Hiland Shores, Lakeview, Little Mineral MHP, Millers Estates, Oak Estates, Preston Cove, Preston Forest, Preston Oaks, Preston Point Bend, Ridgecrest, Van Antwerp, VFW Post
Constant	Rocky Point Estates	0910038	Hanna Cove Estates, Rocky Point Estates "A", Rocky Point Estates "B", Hanna Ranchettes, Mainer Cay Estates, Tiny Home Vacation Resorts
Grayson	Sherwood Shores	0910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres, Sherwood Shores
	Tanglewood-on-Texoma	0910052	Angler's Estates, Cedar Oak Hills, Eagle Chase, Fairway Hollow, Greenway Bend, Lakecrest Village, Mill Creek Homesites, Oak Meadow Estates, Paradise Cove, Russwood-on-the-Lake, Simmons Shores, Sunrise Circle, Tanglewood Hills, Tanglewood Resort, Cambridge Shores, Highport, Mill Creek Meadows,

County	TCEQ Water Systems	PWS ID Number	Subdivisions
			Whispering Meadows, Pecan Valley Addition, The Woods of Fossil Ridge, Fossil Ridge on Lake Texoma, Tanglewood Crossing, Barnes Enterprises, Lakecrest Addition
Guadalupe	Garden Oaks	0940030	Garden Oaks
	Villas of Willowbrook	1013599	Villas of Willowbrook
Harris	Western Trails Subdivision	1010230	Western Trails
	<b>Huntington Estates</b>	1050124	Huntington Estates
Hays	Plum Creek***	1050028	Amberwood, Bootstring Farms, Branch View Addition, Buda Business Park, Casey-Kyle, Double R, Dove Hill Estates, Goforth Estates, Green Pastures, Interstate Business, Kyle Crossing-Home Depot, Park South, Pinafore Park, Rolling Hills Estates, South Buda Business Park, Two Way, Village at Buda, Indian Paintbrush
	River Oaks Ranch	1050099	River Oaks Ranch
	Beachwood Estates & North Trinidad	1070069	Brentwood Estates, Deep Water Estates, Forest Shores, Greenwood Cove, Hidden Harbor, Indian Oaks, Beachwood Estates, Oak Forest Estates, Pebble Beach, Seis Hombres, Spillview Acres, Three-Way View, Treasure Isle, Waterboard
	Briarwood Harbor	1070220	Briarwood Harbor, Camp Big Cedar
Henderson	Carolynn Estates	1070106	Bluffview, Brushy Creek, Bushwacker Estates, Carolynn Estates, Enclave, Esquire Estates II, Green Acres, Hidden Hills Harbor, Hillside Acres, Lynn Creek Cove, Payne Springs Estates, Forest Glen, The Highlands at Cedar Creek Lake, Michael's Cove, Pinnacle Club
	Cherokee Shores Water Supply	1070206	Allen Ranch, Carson Addition, Coleman Tract, La Martinique, Landmarck Passage, Manning Ranch, Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee Shores
	Dal-High Water System	1070159	Dal-High Addition
	Highsaw	1070124	Brierwood Bay, Coffee City*, Diamond Head Bay, Coffee Landing Addition, Fincastle Farms, Highsaw, Hillside Estates, Hill-McCauley Tract
	Lollipop Water Works	1070039	Lollipop Landing

County	TCEQ Water Systems	PWS ID Number	Subdivisions
	Westwood Beach	1070085	Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach
	Acton Water Royal Oaks	1110055	Acton Royal Oaks
	Comanche Cove & Heritage Heights	1110060	Heritage Heights, Scenic View, Comanche Cove
	Comanche Harbor & Port O'Call	1110022	Comanche Point, Island Village, Ports O'Call, Comanche Harbor
	Granbury Acres Water System	1110109	377 Sunset Strip, Granbury Acres
Hood	<b>Hideaway Bay Estates</b>	1110002	Hideaway Bay
11000	<b>Montego Bay Estates</b>	1110044	Montego Bay
	Oak Trail Shores	1110004	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor
	Rancho Brazos Subdivision	1110036	Rancho Brazos
	Western Hills Harbor	1110005	Western Hills Harbor, Whisperview Village, Kings Plaza
	Crowley 1 Acre Sky Corp Water	1260011	Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes
	<b>Falcon Crest Addition</b>	1260076	Falcon Crest Addition
	Metroplex Homesteads Water Supply	1260074	Metroplex Homesteads, The Homesteads
	Nolan River Estates	1260099	Nolan River Estates
	Ridge Crest Addition & Misty Hollow	1260035	Misty Hollow, Ridgecrest Addition Estates
Johnson	<b>Shaded Lane Estates</b>	1260103	Shaded Lane Estates
Johnson	Southern Acres Water System	1260094	Southern Acres
	Sundance Addition	1260025	Space Acres North, Space Acres, X-Cell Ranch Estates, Sundance
	Tex-Rides Subdivision	1260037	Tex-Rides Fifth
	Triple H Estates	1260116	Triple H Estates
	Twin Creek Subdivision	1260038	Rolling Acres, North Hills Estates, Twin Creeks Addition
	West Meadow Subdivision	1260063	West Meadows
	West Park Village	1260077	West Park Village
Kendall	Cascade Mobile Home Park	1300005	Cascade Mobile Home Park
Kendan	Platten Creek Water System	1300035	Platten Creek
Kerr	Cedar Springs MHP	1330019	Cedar Springs MHP
13011	Center Point	1330007	Center Point

County	TCEQ Water Systems	PWS ID Number	Subdivisions
	Heritage Park Water System	1330080	Heritage Park
	Hills & Dales	1330030	Hills & Dales
	Oak Ridge Estates Water System	1330134	Oak Ridge Estates
	Southern Hills	1330128	Southern Hills, Montebello Estates, Silver Creek
	Verde Park Estates	1330027	Verde Park Estates
	Vista Hills	1330169	Vista Hills
	Westwood Water System	1330015	Westwood Park, Monarch Hills
	Windwood Oaks Water System	1330141	Windwood Oaks
	Woodhaven Mobile Home Park	1330024	Woodhaven MHP
Liberty	Raywood Water System	1460041	Raywood
Marion	Indian Hills Harbor	1580063	Indian Hills Harbor
Iviaiioii	Pine Harbor Subdivision	1580023	Pine Harbor
Matagorda	Camelot Forest Water System	1610058	Camelot Forest
Medina	Rocky Creek Subdivision Water System	1630038	Rocky Creek
	Crystal Springs Subdivision	1700331	Crystal Springs
Montgomery	Decker Hills	1700386	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place, Dry Creek Business Center, Harden Store Marketplace
	Hulon Lakes Subdivision	1700014	Hilltop Village, Woodcreek Valley, Hulon Lakes
	Oakwood Water System	1700454	Oak Woods, North Forest
	Serenity Woods Subdivision	1700483	Pine Loch, Serenity Woods
	Green Acres Water system	1840120	Green Acres, Robertson Village, The Fields of Peaster
	Spanish Park Subdivision	1840026	Spanish Park Estates
Parker	Western Lake Estates	1840014	Cedar Ridge (Formerly Ruby Ridge), Brazos Ridge Estates, Western Lake Estates
	Westview Enterprises	1840105	Westview
	Beacon Bay Marina and RV Park	1870016	Beacon Bay Marina and RV Park
Polk	<b>Chesswood Water System</b>	1870088	Chesswood
	Country Wood Water System	1870138	Country Wood

County	TCEQ Water Systems	PWS ID Number	Subdivisions
	Garden Acres Subdivision Water System	1870160	Garden Acres
	Longhorn Valley	1870152	Longhorn Valley
	Oak Terrace Estates Water System	1870055	Oak Terrace Estates, Livingston Air Park
	Phillips Acres	1870146	Phillips Acres
	Pinwah Pines Estates	1870130	Pinwah Pines
	Blue Water Cove	2040059	Blue Water Cove, Livingston Lakeside RV Park
	Cedar Valley Subdivision	2040045	Cedar Valley
San Jacinto	Coldspring Terrace Water System	2040031	Coldspring Terrace
Sali Jacililo	<b>Governors Point</b>	2040008	Governors Point
	Holiday Villages of Livingston	2040067	Hidden Coves, Holiday Village of Livingston, Palmetto Point
	Shepherd Hill Estates	2040061	Shepherd Hills Estates, Shepherd Ranch Estates
Smith	Lakeway Harbor Subdivision	2120064	Lakeway Harbor
	Pine Trail Shores	2120035	Pine Trail Shores
	Benbrook Hills	2200313	Benbrook Hills
	Markum Ranch Estates	2200281	Markum Ranch Estates
Tarrant	Silver Saddle Acres	2200299	Silver Saddle Acres, W. 20 Business Park
	Westside Rural WSC	2200079	Gun Club, Cabot Estates, Willow Creek Additions, Westside Addition
Travis	Inverness Point Water System	2270102	Crosswind, Hidden Hills, Inverness Point, Lakehurst, The Summit at Lake Travis
Trinity	Harbor Point	2280035	Harbor Point
Tyler	Ivanhoe Land of Lakes***	2290010	Ivanhoe Land of Lakes
Van Zandt	Callender Lake	2340007	Callender Lake, Hickory Hills
	Aurora Vista	2490051	Aurora Vista**
	Chisholm Hills Estates	2490044	Chisholm Hills
	Coyote Ridge Addition	2490053	Coyote Ridge
Wise	Hills of Oliver Creek	2490046	Hills of Oliver Creek
VV.15C	Las Brisas	n/a	Las Brisas Estates
	Sage Brush Estates	2490058	Sage Brush Estates
	Sky View Ranch Estates	2490061	Sky View Ranch
	Windmill Trail	2490050	Windmill Trail
Wood	Holiday Villages of Fork	2500058	Holiday Villages of Fork

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

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

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

#### SECTION 1.0 - RATE SCHEDULE

## Section 1.01 – Rates

## Monarch - RATES effective 02-01-2021

METER SIZE	MONTHLY MINIMUM CHARGE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	Ф0.93
1½"	\$270.75	10,001 to	\$10.12
2"	\$433.20	20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0ver 20,000	
6"	\$2,707.50	D 1 1777	
8"	\$4,332.00	Purchased Water Passthrough – all usage	
10"	\$6,227.25		Φυ.υυ
12"	\$ 11,642.25		

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

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

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$13.98	0 to 2,000	\$0.91
5/8"x3/4"	\$13.98	0 10 2,000	\$0.91
3/4"	\$20.97	2,001 to 10,000	\$4.72
1"	\$34.95	2,001 to 10,000	Φ4.72
1½"	\$69.89	10,001 to 20,000	\$4.87
2"	\$111.83	10,001 to 20,000	Φ4.67
3"	\$209.68	over 20,000	\$4.95
4"	\$349.47	0001 20,000	Φ <del>1</del> .33
6"	\$698.94	D 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
8"	\$1,118.30	Purchased Water	\$0.00
10"	\$1,607.56	Passthrough – all usage	
12"	\$3,005.43	asage	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$19.72	0 to 2,000	\$1.81
5/8"x3/4"	\$19.72	0 to 2,000	\$1.01
3/4"	\$29.58	2,001 to 10,000	\$5.32
1"	\$49.29	2,001 to 10,000	φ3.32
1½"	\$98.59	10,001 to 20,000	\$5.62
2"	\$157.74	10,001 to 20,000	\$3.02
3"	\$295.76	over 20,000	\$5.79
4"	\$492.94	0001 20,000	φυ.19
6"	\$985.88	D 1 1777	
8"	\$1,577.40	Purchased Water	\$0.00
10"	\$2,267.51	Passthrough – all usage	
12"	\$4,239.26	ususe	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.46	0 to 2,000	\$2.72
5/8"x3/4"	\$25.46	0 to 2,000	Φ2.72
3/4"	\$38.18	2,001 to 10,000	\$5.92
1"	\$63.64	2,001 to 10,000	Φ3.94
1½"	\$127.28	10,001 to 20,000	\$6.37
2"	\$203.65	10,001 to 20,000	\$0.57
3"	\$381.84	over 20,000	\$6.62
4"	\$636.41	0001 20,000	φ0.02
6"	\$1,272.81	D 1 177	
8"	\$2,036.50	Purchased Water	\$0.00
10"	\$2,927.47	Passthrough – all usage	\$0.00
12"	\$5,473.09	usuge	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$31.20	0 to 2,000	\$3.63
5/8"x3/4"	\$31.20	0 to 2,000	\$5.05
3/4"	\$46.79	2,001 to 10,000	\$6.53
1"	\$77.99	2,001 to 10,000	
1½"	\$155.98	10,001 to 20,000	\$7.12
2"	\$249.56	10,001 to 20,000	\$7.12
3"	\$467.93	over 20,000	\$7.45
4"	\$779.88	0001 20,000	
6"	\$1,559.75	D 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$0.00
8"	\$2,495.60	Purchased Water Passthrough – all	
10"	\$3,587.43	usage	φυ.υυ
12"	\$6,706.93	] usage	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$36.93	0 to 2,000	\$4.53
5/8"x3/4"	\$36.93	0 to 2,000	Φ4.33
3/4"	\$55.40	2,001 to 10,000	\$7.13
1"	\$92.33	2,001 to 10,000	Φ7.13
1½"	\$184.67	10,001 to 20,000	\$7.87
2"	\$295.47	10,001 to 20,000	\$7.87
3"	\$554.01	over 20,000	\$8.28
4"	\$923.34	0vci 20,000	ψ0.20
6"	\$1,846.69	D 1 1777	
8"	\$2,954.70	Purchased Water	\$0.00
10"	\$4,247.38	Passthrough – all usage	\$0.00
12"	\$7,940.76	usuge	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$42.67	0 to 2 000	\$5.44
5/8"x3/4"	\$42.67	0 to 2,000	\$5.44
3/4"	\$64.01	2.001 to 10.000	\$7.72
1"	\$106.68	2,001 to 10,000	\$7.73
1½"	\$213.36	10.001 to 20.000	\$9.63
2"	\$341.38	10,001 to 20,000	\$8.62
3"	\$640.09	over 20,000	\$9.12
4"	\$1,066.81	Over 20,000	
6"	\$2,133.63	- 1 1yy	
8"	\$3,413.80	Purchased Water	\$0.00
10"	\$4,907.34	Passthrough – all usage	\$0.00
12"	\$9,174.59	asage	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.41	0 to 2,000	\$6.34
5/8"x3/4"	\$48.41	0 to 2,000	\$0.34
3/4"	\$72.62	2,001 to 10,000	\$8.33
1"	\$121.03	2,001 to 10,000	φο.33
1½"	\$242.06	10,001 to 20,000	\$9.37
2"	\$387.29	10,001 to 20,000	\$9.57
3"	\$726.17	over 20,000	\$9.95
4"	\$1,210.28	0001 20,000	φ9.93 
6"	\$2,420.56	D 1 1377	
8"	\$3,872.90	Purchased Water	\$0.00
10"	\$5,567.29	Passthrough – all usage	
12"	\$10,408.42	usage	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$7.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	φο.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.78
6"	\$2,707.50	D 1 1777	
8"	\$4,332.00	Purchased Water	\$0.00
10"	\$6,227.25	Passthrough – all usage	\$0.00
12"	\$11,642.25	] usage	

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$8.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20		
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.12	0 to 2,000	\$3.31
5/8"x3/4"		0 10 2,000	φ3.51
3/4"	\$81.18	2,001 to 10,000	\$4.82
1"	\$135.30	2,001 to 10,000	
1½"	\$270.60	10 001 to 20 000	\$6.62
2"	\$432.96	10,001 to 20,000	\$0.02
3"	\$811.80	over 20,000	\$10.57
4"	\$1,353.00	0ver 20,000	
6"	\$2,706.00		
8"	\$4,329.60	Purchased Water	
10"		Passthrough*	
12"			

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

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

Where:

G = pass-through gallonage charge

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

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

M = B/C

Where:

M = pass-through monthly base charge

B = base fee from San Antonio Water System

C = number of customers at the beginning of the billing period for which the passthrough rate takes effect

Passthrough for Cascade Mobile Home Park:

M = Y/C

Where:

M = pass-through monthly base charge

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

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

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

Passthrough for Coolcrest Water System:

Edwards Aquifer Authority......\$2.5202 per month

M = F/C

Where:

M = pass-through monthly charge

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

C = number of customers at the beginning of the billing period for which the passthrough rate takes effect

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

Passthrough for Bavarian Hills, Country Springs Water Company, Oaks North Mobile Home Estates, Stagecoach Hills:

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Trinity Glen Rose GCD

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

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$57.54	0 to 2,000	\$3.51
5/8"x3/4"		0 10 2,000	φ3.51
3/4"	\$86.32	2,001 to 10,000	<b>\$5.12</b>
1"	\$143.86	2,001 to 10,000	\$5.13
1½"	\$287.72	10,001 to 20,000	\$7.03
2"	\$460.35		
3"	\$863.15	over 20,000	\$11.24
4"	\$1,438.58	0001 20,000	
6"	\$2,877.16		
8"	\$4,603.45	Purchased Water	
10"		Passthrough*	
12"			

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

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

Where:

G = pass-through gallonage charge

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

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

M = B/C

Where:

M = pass-through monthly base charge

B = base fee from San Antonio Water System

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

Passthrough for Cascade Mobile Home Park:

M = Y/C

Where:

M = pass-through monthly base charge

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

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

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

### Passthrough for Coolcrest Water System:

Edwards Aquifer Authority......\$2.5202 per month

M = F/C

Where:

M = pass-through monthly charge

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

C = number of customers at the beginning of the billing period for which the passthrough rate takes effect

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

<u>Passthrough for Bavarian Hills, Country Springs Water Company, Oaks North Mobile Home Estates, Stagecoach Hills:</u>

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Trinity Glen Rose GCD

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

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$56.41	0 to 2,000	\$4.76
5/8"x3/4"	\$56.41	0 10 2,000	\$4.70
3/4"	\$84.62	2,001 to 10,000	\$6.40
1"	\$141.03	2,001 to 10,000	\$0.40
1½"	\$282.05	10 001 to 20 000	\$8.06
2"	\$451.28	10,001 to 20,000	\$6.00
3"	\$846.15	over 20,000	\$11.09
4"	\$1,410.25	0001 20,000	\$11.07
6"	\$2,820.50		
8"	\$4,512.80	Purchased Water	
10"	\$6,487.15	Passthrough	
12"	\$12,128.15		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$55.28	0 to 2,000	\$6.00
5/8"x3/4"	\$55.28	0 to 2,000	\$0.00
3/4"	\$82.92	2,001 to 10,000	\$7.66
1"	\$138.20	2,001 to 10,000	\$7.66
1½"	\$276.40	10,001 to 20,000	\$9.09
2"	\$442.24	10,001 to 20,000	\$9.09
3"	\$829.20	over 20,000	\$10.93
4"	\$1,382.00	0001 20,000	Ψ10.73
6"	\$2,764.00		
8"	\$4,422.40	Purchased Water	
10"	\$6,357.20	Passthrough	
12"	\$11,885.20		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2 000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.03
1"	\$135.38	2,001 to 10,000	\$8.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.76
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.12	0 to 2,000	\$5.03
5/8"x3/4"		0 10 2,000	φ3.03
3/4"	\$81.18	2,001 to 10,000	\$8.35
1"	\$135.30	2,001 to 10,000	\$6.55
1½"	\$270.60	10,001 to 20,000	\$10.05
2"	\$432.96		
3"	\$811.80	over 20,000	\$13.43
4"	\$1,353.00	0001 20,000	
6"	\$2,706.00		
8"	\$4,329.60	Purchased Water	
10"		Passthrough*	
12"			

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

Passthrough for Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend, Windmill Ranch Subdivision (Kestrel Air Park only):

Canyon Lake.....\$10.6670 per month

B = Y/C

Where:

B = monthly base charge

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

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

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

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

Passthrough for Rim Rock Ranch, Windmill Ranch Subdivision (Kestrel Air Park only):

Comal Trinity GCD......\$0.0722 per 1000 gallons

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Comal Trinity GCD

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

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

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$57.54	0 to 2,000	\$5.53
5/8"x3/4"		0 10 2,000	Φ3.33
3/4"	\$86.32	2,001 to 10,000	\$9.19
1"	\$143.86	2,001 to 10,000	\$9.19
1½"	\$287.72	10,001 to 20,000	\$11.06
2"	\$460.35	10,001 to 20,000	
3"	\$863.15	over 20,000	\$14.78
4"	\$1,438.58	0001 20,000	
6"	\$2,877.16		
8"	\$4,603.45	Purchased Water	
10"		Passthrough*	
12"			

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

<u>Passthrough for Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend, Windmill Ranch Subdivision (Kestrel Air Park only):</u>

Canyon Lake.....\$10.6670 per month

B = Y/C

Where:

B = monthly base charge

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

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

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

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

G = B/(1 - L)

Where:

G = gallonage charge

B = per thousand gallon charge from Comal Trinity GCD

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

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

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	φο.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.76
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$35.93	0 to 2,000	\$3.96
5/8"x3/4"	\$35.93	0 to 2,000	φ3.90
3/4"	\$53.89	2,001 to 10,000	\$4.83
1"	\$89.82	2,001 to 10,000	Ψ4.63
1½"	\$179.63	10,001 to 20,000	\$5.43
2"	\$287.41	10,001 to 20,000	
3"	\$538.89	over 20,000	\$5.88
4"	\$898.15	0001 20,000	Ψ3.00
6"	\$1,796.30		
8"	\$2,874.08	Purchased Water Passthrough	
10"	\$4,131.49		
12"	\$7,724.09		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$40.48	0 to 2,000	\$4.78
5/8"x3/4"	\$40.48	0 to 2,000	Φ4.76
3/4"	\$60.72	2,001 to 10,000	\$5.86
1"	\$101.21	2,001 to 10,000	φ3.80
1½"	\$202.41	10,001 to 20,000	\$6.60
2"	\$323.86	10,001 to 20,000	\$0.00
3"	\$607.23	over 20,000	\$7.11
4"	\$1,012.05	0001 20,000	
6"	\$2,024.10		
8"	\$3,238.56	Purchased Water	
10"	\$4,655.43	Passthrough	
12"	\$8,703.63		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$45.04	0 to 2,000	\$5.61
5/8"x3/4"	\$45.04	0 to 2,000	\$3.01
3/4"	\$67.56	2,001 to 10,000	\$6.88
1"	\$112.60	2,001 to 10,000	Φ0.66
1½"	\$225.19	10 001 4- 20 000	\$7.78
2"	\$360.30	10,001 to 20,000	
3"	\$675.57	over 20,000	\$8.33
4"	\$1,125.95	0001 20,000	ψ0.55
6"	\$2,251.90		
8"	\$3,603.04	Purchased Water Passthrough	
10"	\$5,179.37		
12"	\$9,683.17		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.59	0 to 2,000	\$6.43
5/8"x3/4"	\$49.59	0 to 2,000	φ0.4 <i>3</i>
3/4"	\$74.39	2,001 to 10,000	\$7.91
1"	\$123.99	2,001 to 10,000	\$7.91
1½"	\$247.97	10,001 to 20,000	\$8.95
2"	\$396.75	10,001 to 20,000	Φ0.93
3"	\$743.91	over 20,000	\$9.56
4"	\$1,239.85	0001 20,000	\$9.50
6"	\$2,479.70		
8"	\$3,967.52	Purchased Water	
10"	\$5,703.31	Passthrough	
12"	\$10,662.71		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	Φ1.23
3/4"	\$81.23	2,001 to 10,000	\$8.03
1"	\$135.38	2,001 to 10,000	\$8.93
1½"	\$270.75	10 001 40 20 000	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

#### Monarch (Westwood Water System) - RATES effective 02-01-2021 (Phase 1 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$33.71	0 to 2,000	\$1.21
5/8"x3/4"		0 10 2,000	Φ1.21
3/4"	\$50.57	2,001 to 10,000	\$1.76
1"	\$84.28	2,001 to 10,000	\$1.70
11/2"	\$168.55	10.001 +- 20.000	\$2.41
2"	\$269.68	10,001 to 20,000	
3"	\$505.65	over 20,000	\$3.81
4"	\$842.75	0001 20,000	
6"	\$1,685.60		
8"	\$2,696.80	Purchased Water	
10"		Passthrough*	
12"			

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

#### Passthrough for Westwood Water System:

Raymond Jagge Lease \$0.1481 per month

M = (R/12)/C

Where:

M = monthly base charge

R = yearly water right lease fee by Raymond Jagge

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

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

## Monarch (Westwood Water System) - RATES effective 08-19-2021 (Phase 2 of 7)

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$37.12	0 to 2,000	\$2.22
5/8"x3/4"	\$37.12	0 10 2,000	\$2.22
3/4"	\$55.68	2,001 to 10,000	\$2.96
1"	\$92.79	2,001 to 10,000	\$2.90
11/2"	\$185.58	10 001 4- 20 000	\$3.70
2"	\$296.93	10,001 to 20,000	
3"	\$556.75	over 20,000	\$4.97
4"	\$927.92	0001 20,000	
6"	\$1,855.83		
8"	\$2,969.33	Purchased Water	
10"	\$4,268.42	Passthrough	
12"	\$7980.08		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$40.52	0 to 2,000	\$3.22
5/8"x3/4"	\$40.52	0 10 2,000	\$3.22
3/4"	\$60.79	2,001 to 10,000	\$4.15
1"	\$101.31	2,001 to 10,000	\$4.15
11/2"	\$202.62	10,001 to 20,000	\$4.98
2"	\$324.19	10,001 to 20,000	\$4.90
3"	\$607.85	over 20,000	\$6.13
4"	\$1,013.08	0001 20,000	φ0.13
6"	\$2,026.17		
8"	\$3,241.87	Purchased Water	
10"	\$4,660.18	Passthrough	
12"	\$8,712.52		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$43.93	0 to 2,000	\$4.23
5/8"x3/4"	\$43.93	0 10 2,000	\$4.23
3/4"	\$65.90	2,001 to 10,000	\$5.35
1"	\$109.83	2,001 to 10,000	\$3.33
1½"	\$219.65	10 001 4- 20 000	\$6.27
2"	\$351.44	10,001 to 20,000	
3"	\$658.95	over 20,000	\$7.30
4"	\$1,098.25	0001 20,000	\$7.30
6"	\$2,196.50		
8"	\$3,514.40	Purchased Water	
10"	\$5,051.95	Passthrough	
12"	\$9,444.95		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$47.34	0 to 2,000	\$5.24
5/8"x3/4"	\$47.34	0 10 2,000	\$3.24
3/4"	\$71.01	2,001 to 10,000	\$6.54
1"	\$118.34	2,001 to 10,000	\$0.34
1½"	\$236.68	10,001 to 20,000	\$7.55
2"	\$378.69	10,001 to 20,000	φ1.55
3"	\$710.05	over 20,000	\$8.46
4"	\$1,183.42	0001 20,000	\$6.40
6"	\$2,366.83		
8"	\$3,786.93	Purchased Water	
10"	\$5,443.72	Passthrough	
12"	\$10,177.38		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$50.74	0 to 2,000	\$6.24
5/8"x3/4"	\$50.74	0 10 2,000	\$0.24
3/4"	\$76.12	2,001 to 10,000	\$7.74
1"	\$126.86	2,001 to 10,000	\$7.74
1½"	\$253.72	10 001 4- 20 000	\$8.84
2"	\$405.95	10,001 to 20,000	
3"	\$761.15	over 20,000	\$9.62
4"	\$1,268.58	0001 20,000	\$9.02
6"	\$2,537.17		
8"	\$4,059.47	Purchased Water	
10"	\$5,835.48	Passthrough	
12"	\$10,909.82		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$8.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.76
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$29.54	0 to 2,000	\$3.59
5/8"x3/4"	\$29.54	0 10 2,000	φ3.39
3/4"	\$44.31	2,001 to 10,000	\$3.87
1"	\$73.85	2,001 to 10,000	\$3.87
11/2"	\$147.71	10 001 4- 20 000	\$4.07
2"	\$236.33	10,001 to 20,000	
3"	\$443.13	over 20,000	\$4.18
4"	\$738.54	0001 20,000	
6"	\$1,477.08		
8"	\$2,363.33		
10"	\$3,397.29		
12"	\$6,351.46		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$34.46	0 to 2,000	\$4.32
5/8"x3/4"	\$34.46	0 to 2,000	\$4.32
3/4"	\$51.70	2,001 to 10,000	\$4.88
1"	\$86.16	2,001 to 10,000	φ4.88
1½"	\$172.32	10,001 to 20,000	\$5.28
2"	\$275.71	10,001 to 20,000	
3"	\$516.95	over 20,000	\$5.50
4"	\$861.58	0001 20,000	
6"	\$1,723.17		
8"	\$2,757.07		
10"	\$3,963.28		
12"	\$7,409.62		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.39	0 to 2,000	\$5.06
5/8"x3/4"	\$39.39	0 to 2,000	\$5.00
3/4"	\$59.08	2,001 to 10,000	\$5.90
1"	\$98.46	2,001 to 10,000	\$3.90
11/2"	\$196.93	10.001 / 20.000	\$6.49
2"	\$315.08	10,001 to 20,000	
3"	\$590.78	over 20,000	\$6.82
4"	\$984.63	0ver 20,000	
6"	\$1,969.25		
8"	\$3,150.80		
10"	\$4,529.28		
12"	\$8,467.78		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$44.31	0 to 2,000	\$5.79
5/8"x3/4"	\$44.31	0 10 2,000	Φ3.19
3/4"	\$66.46	2,001 to 10,000	\$6.91
1"	\$110.77	2,001 to 10,000	\$0.91
1½"	\$221.53	10.001 4- 20.000	\$7.70
2"	\$354.45	10,001 to 20,000	
3"	\$664.60	over 20,000	\$8.14
4"	\$1,107.67	0VCI 20,000	
6"	\$2,215.33		
8"	\$3,544.53		
10"	\$5,095.27		
12"	\$9,525.93		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.23	0.4-2.000	\$6.52
5/8"x3/4"	\$49.23	0 to 2,000	\$0.32
3/4"	\$73.84	2,001 to 10,000	\$7.92
1"	\$123.07	2,001 to 10,000	\$7.92
1½"	\$246.14	10,001 to 20,000	\$8.91
2"	\$393.83	10,001 to 20,000	\$0.91
3"	\$738.43	over 20,000	\$9.46
4"	\$1,230.71	0VC1 20,000	
6"	\$2,461.42		
8"	\$3,938.27		
10"	\$5,661.26		
12"	\$10,584.09		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	\$6.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$20.77	0 to 2,000	\$0.91
5/8"x3/4"	\$20.77	0 10 2,000	Φ0.91
3/4"	\$31.15	2,001 to 10,000	\$2.43
1"	\$51.92	2,001 to 10,000	\$2.43
1½"	\$103.84	10,001 to 20,000	\$2.58
2"	\$166.15		
3"	\$311.53	over 20,000	\$2.66
4"	\$519.22	0001 20,000	Ψ2.00
6"	\$1,038.44		
8"	\$1,661.50	Purchased Water	
10"	\$2,388.41	Passthrough	
12"	\$4,465.28		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.54	0 to 2,000	\$1.81
5/8"x3/4"	\$25.54	0 10 2,000	Φ1.01
3/4"	\$38.31	2,001 to 10,000	\$2.26
1"	\$63.84	2,001 to 10,000	\$3.36
1½"	\$127.69	10,001 to 20,000	\$3.66
2"	\$204.30	10,001 to 20,000	ψ3.00
3"	\$383.06	over 20,000	\$3.82
4"	\$638.44	0001 20,000	\$3.62
6"	\$1,276.88		
8"	\$2,043.00	Purchased Water	
10"	\$2,936.81	Passthrough	
12"	\$5,490.56		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$30.31	0 to 2,000	\$2.72
5/8"x3/4"	\$30.31	0 10 2,000	Φ2.72
3/4"	\$45.46	2,001 to 10,000	\$4.29
1"	\$75.77	2,001 to 10,000	Φ <del>4</del> .29
1½"	\$151.53	10,001 to 20,000	\$4.73
2"	\$242.45		
3"	\$454.59	over 20,000	\$4.98
4"	\$757.66	000 20,000	φ <del>4</del> .9 <b>0</b>
6"	\$1,515.31		
8"	\$2,424.50	Purchased Water Passthrough	
10"	\$3,485.22		
12"	\$6,515.84		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$35.08	0 to 2 000	\$3.63
5/8"x3/4"	\$35.08	0 to 2,000	\$3.03
3/4"	\$52.61	2,001 to 10,000	\$5.22
1"	\$87.69	2,001 to 10,000	\$5.22
1½"	\$175.38	10,001 to 20,000	\$5.81
2"	\$280.60	10,001 to 20,000	φ3.81
3"	\$526.13	over 20,000	\$6.14
4"	\$876.88	0001 20,000	φ0.14
6"	\$1,753.75		
8"	\$2,806.00	Purchased Water	
10"	\$4,033.63	Passthrough	
12"	\$7,541.13		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.84	0 to 2,000	\$4.53
5/8"x3/4"	\$39.84	0 10 2,000	φ4.33
3/4"	\$59.77	2,001 to 10,000	\$6.14
1"	\$99.61	2,001 to 10,000	\$0.14
11/2"	\$199.22	10,001 to 20,000	\$6.89
2"	\$318.75		
3"	\$597.66	over 20,000	\$7.30
4"	\$996.09	0001 20,000	\$7.30
6"	\$1,992.19		
8"	\$3,187.50	Purchased Water Passthrough	
10"	\$4,582.03		
12"	\$8,566.41		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$44.61	0 to 2,000	\$5.44
5/8"x3/4"	\$44.61	0 10 2,000	φ3. <del>44</del>
3/4"	\$66.92	2,001 to 10,000	\$7.07
1"	\$111.53	2,001 to 10,000	\$7.07
1½"	\$223.06	10,001 to 20,000	\$7.97
2"	\$356.90	10,001 to 20,000	\$7.57
3"	\$669.19	over 20,000	\$8.46
4"	\$1,115.31	0001 20,000	\$6.40
6"	\$2,230.63		
8"	\$3,569.00	Purchased Water	
10"	\$5,130.44	Passthrough	
12"	\$9,591.69		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.38	0 to 2,000	\$6.34
5/8"x3/4"	\$49.38	0 10 2,000	φ0.34
3/4"	\$74.07	2,001 to 10,000	\$8.00
1"	\$123.45	2,001 to 10,000	\$8.00
1½"	\$246.91	10,001 to 20,000	\$9.04
2"	\$395.05	10,001 to 20,000	
3"	\$740.72	over 20,000	\$9.62
4"	\$1,234.53	0001 20,000	\$9.02
6"	\$2,469.06		
8"	\$3,950.50	Purchased Water	
10"	\$5,678.84	Passthrough	
12"	\$10,616.97		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 10 2,000	Φ1.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	φο.93
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	\$10.12
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	\$10.78
6"	\$2,707.50		
8"	\$4,332.00	Purchased Water	
10"	\$6,227.25	Passthrough	
12"	\$11,642.25		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$46.16	0 to 2,000	¢4.06
5/8"x3/4"	\$46.16	0 10 2,000	\$4.06
3/4"	\$69.24	2,001 to 10,000	\$4.48
1"	\$115.41	2,001 to 10,000	<b>94.40</b>
11/2"	\$230.81	10.001 +- 20.000	\$4.78
2"	\$369.30	10,001 to 20,000	
3"	\$692.44	over 20,000	\$4.95
4"	\$1,154.06	0vci 20,000	ψ <del>1</del> .93
6"	\$2,308.13		
8"	\$3,693.00	Purchased Water	
10"	\$5,308.69	Passthrough – all usage	
12"	\$9,924.94		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.83	0 to 2,000	Φ5 12
5/8"x3/4"	\$48.83	0 10 2,000	\$5.13
3/4"	\$73.24	2,001 to 10,000	\$5.97
1"	\$122.06	2,001 to 10,000	Φ3.97
11/2"	\$244.13	10,001 to 20,000	\$6.56
2"	\$390.60	10,001 to 20,000	
3"	\$732.38	over 20,000	\$6.89
4"	\$1,220.63	0vci 20,000	
6"	\$2,441.25		
8"	\$3,906.00	Purchased Water	
10"	\$5,614.88	Passthrough – all usage	
12"	\$10,497.38		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$51.49	0 to 2,000	\$6.19
5/8"x3/4"	\$51.49	0 10 2,000	\$0.19
3/4"	\$77.23	2,001 to 10,000	\$7.45
1"	\$128.72	2,001 to 10,000	Φ1. <del>4</del> 3
11/2"	\$257.44	10.001 to 20.000	\$8.34
2"	\$411.90 10,001 to 20,000		Φ0.34
3"	\$772.31	over 20,000	\$8.84
4"	\$1,287.19	\$1,287.19	
6"	\$2,574.38		
8"	\$4,119.00	Purchased Water	
10"	\$5,921.06	Passthrough – all usage	
12"	\$11,069.81		

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$54.15	0 to 2,000	\$7.25	
5/8"x3/4"	\$54.15	0 10 2,000		
3/4"	\$81.23	2,001 to 10,000	фо <b>О</b> Э	
1"	\$135.38	2,001 to 10,000	\$8.93	
11/2"	\$270.75	10 001 to 20 000	\$10.12	
2"	\$433.20 10,001 to 20,000		\$10.12	
3"	\$812.25	over 20,000	\$10.78	
4"	\$1,353.75		\$10.76	
6"	\$2,707.50			
8"	\$4,332.00	Purchased Water		
10"	\$6,227.25	Passthrough – all usage		
12"	\$11,642.25			

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS	
5/8"	\$46.88	0 to 2,000	\$4.18	
5/8"x3/4"	\$46.88	0 to 2,000	Φ <del>4</del> .10	
3/4"	\$70.31	2,001 to 10,000	Φ5 60	
1"	\$117.19	2,001 to 10,000	\$5.68	
1½"	\$234.38	10 001 to 20 000	\$7.26	
2"	\$375.00 10,001 to 20,000		\$7.20	
3"	\$703.13 \$1,171.88 over 20,000		\$10.25	
4"			\$10.23	
6"	\$2,343.75			
8"	\$3,750.00	Purchased Water		
10"	\$5,390.63	Passthrough		
12"	\$10,078.13			

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$49.30		\$5.20
5/8"x3/4"	\$49.30	0 to 2,000	φ3.20
3/4"	\$73.95	2,001 to 10,000	\$6.77
1"	\$123.25	2,001 to 10,000	\$0.77
1½"	\$246.50	10 001 to 20 000	\$8.21
2"	\$394.40 10,001 to 20,000		\$6.21
3"	\$739.50	over 20,000	\$10.43
4"	\$1,232.50	\$1,232.50	
6"	\$2,465.00	\$2,465.00	
8"	\$3,944.00	Purchased Water	
10"	\$5,669.50 Passthrough		
12"	\$10,599.50		

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

METER SIZE	METER SIZE  MONTHLY BASE RATE (includes 0 gallons)		CHARGE PER 1,000 GALLONS	
5/8"	\$51.73	0 to 2,000	<b>\$6.22</b>	
5/8"x3/4"	\$51.73	0 to 2,000	\$6.23	
3/4"	\$77.59	2,001 to 10,000	¢7.05	
1"	\$129.31	2,001 to 10,000	\$7.85	
1½"	\$258.63		\$9.17	
2"	\$413.80	10,001 to 20,000	Ф9.17	
3"	\$775.88	over 20,000	\$10.60	
4"	\$1,293.13	0001 20,000		
6"	\$2,586.25			
8"	\$4,138.00	Purchased Water		
10"	\$5,948.38	Passthrough		
12"	\$11,120.88			

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

METER SIZE	ETER SIZE MONTHLY BASE RATE (includes 0 gallons)		CHARGE PER 1,000 GALLONS	
5/8"	\$54.15	0 to 2,000	\$7.25	
5/8"x3/4"	\$54.15	0 10 2,000	\$1.25	
3/4"	\$81.23	2,001 to 10,000	\$8.93	
1"	\$135.38	2,001 to 10,000	Ф8.93	
11/2"	\$270.75	10 001 to 20 000	\$10.12	
2"	\$433.20 10,001 to 20,000		\$10.12	
3"	\$812.25	over 20,000	\$10.78	
4"	\$1,353.75	\$1,353.75		
6"	\$2,707.50			
8"	\$4,332.00	Purchased Water		
10"	\$6,227.25 Passthrough			
12"	\$11,642.25			

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

METER SIZE MONTHLY BASE RATE (includes 0 gallons)		GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$57.08	0 to 2,000	\$5.63
5/8"x3/4"	\$57.08	0 to 2,000	\$3.03
3/4"	\$85.61	2,001 to 10,000	\$6.47
1"	\$142.69	2,001 to 10,000	
1½"	\$285.38	10,001 to 20,000	\$8.81
2"	\$456.60	10,001 to 20,000	
3"	\$856.13	over 20,000	\$9.14
4"	\$1,426.88	0ver 20,000	
6"	\$2,853.75		
8"	\$4,566.00		
10"	\$6,563.63		
12"	\$12,271.13		

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

METER SIZE  MONTHLY BASE RATE (includes 0 gallons)		GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$54.15	0 to 2,000	\$7.25
5/8"x3/4"	\$54.15	0 to 2,000	\$7.23
3/4"	\$81.23	2,001 to 10,000	\$8.93
1"	\$135.38	2,001 to 10,000	
1½"	\$270.75	10,001 to 20,000	\$10.12
2"	\$433.20	10,001 to 20,000	
3"	\$812.25	over 20,000	\$10.78
4"	\$1,353.75	0001 20,000	
6"	\$2,707.50		
8"	\$4,332.00		
10"	\$6,227.25		
12"	\$11,642.25		

<u>Income Qualified Elderly Customers 65 years of age or older Effective Date: 02-01-2021</u>

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

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SECTION 1.0 RATE SCHEDULE (continued)

## Monarch (Beacon Bay Marina and RV Park)

Meter Size Monthly Minimum Charge Gallonage Charge

(Residential meters include 1,000 gallons)

Residential 5/8" Meters \$36.50 \$3.30 per 1,000 gallons all usage

Beacon Bay RV Park \$85.00 flat rate each meter

SECTION 1.0 RATE SCHEDULE (continued)	
REGULATORY ASSESSMENT PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE	
FORM OF PAYMENT: The utility will accept the following forms of paymer Cash X, Check X, Money Order X, MasterCard X, Visa X,  THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUS USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVE THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMARKED.	Electronic Fund Transfer X E TO ACCEPT PAYMENT MADE EN FOR CASH PAYMENTS. AT I MAY BE PERFORMED ON THE
Section 1.02 - Miscellaneous Fees	
TAP FEE  TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" METER PLUS UNIQUE COSTS.	
TAP FEE (unique costs permitted by PUC rule)	<u>Actual Cost</u> R RESIDENTIAL AREAS.
LARGE METER TAP FEE  TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LATTHAN STANDARD 5/8 " METERS.	<u>Actual Cost</u> BOR FOR METERS LARGER
RECONNECTION FEE  THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORE BEEN DISCONNECTED FOR THE FOLLOWING REASONS:  a) Non-payment of bill	<u>\$25.00</u>
TRANSFER FEE  THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NA LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.	
LATE CHARGE  A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT I TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.	
RETURNED CHECK CHARGE	\$25.00
CUSTOMER DEPOSIT – RESIDENTIAL	\$50.00
CUSTOMER DEPOSIT – NON-RESIDENTIAL 1/6	TH EST. ANNUAL BILL

#### SEASONAL RECONNECTION FEE

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

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.

METER RELOCATION FEE Actual cost to relocate meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMER'S SERVICE DEMAND.

#### LINE EXTENSION AND CONSTRUCTION CHARGES:

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

#### GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24.25(b)(2)(G) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

#### SUPPLEMENTAL EMERGENCY SERVICE FEE

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

#### 

PER INCH DIAMETER OF SERVICE CONNECTION PIPE AND USAGE IS BILLED AT HIGHEST TIER.

#### WATER PASS-THROUGH GALLONAGE CHARGE ADJUSTMENT:

CHANGES IN FEES IMPOSED BY ANY NON-AFFILATED THIRD PARTY WATER SUPPLIER OR UNDERGROUND WATER DISTRICTS HAVING JURISDICTION OVER THE UTILITY SHALL BE CHARGED THROUGH THE WATER PASS-THROUGH GALLONAGE CHARGE ADJUSTED ANNUALLY ACCORDING TO THE FOLLOWING TRUE-UP FORMULA INTENDED TO BALANCE REVENUE FROM THE CHARGE AGAINST ACTUAL PAYMENTS AND COLLECTIONS FROM THE PRIOR YEAR:

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

Where:

TAC = Total Annual Costs for 12-month period

BAC = Baseline Annual Purchased Water Costs from last Rate Application

TUC = True-up Costs either Over Collections or Under Collections

TWS = Total Water Sales for 12 months

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

To implement, all notice requirements must be met. The utility may begin to charge the new filed WPC on the proposed effective date in the notice. Implementation of this WPC adjustment provision shall be governed by 16 TAC § 24.25(b)(2)(F).

#### TEMPORARY WATER RATE:

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

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

Where:

TGC = temporary gallonage charge

Docket No. 50424

cgc = current gallonage charge

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

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

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

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

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

#### FRANCHISE FEE PASS-THROUGH CLAUSE:

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

$$AG = G + B$$

Where:

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

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

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

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

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

#### SECTION 2.0 - SERVICE RULES AND REGULATIONS

#### Section 2.01 – Rules

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

#### Section 2.02 - Application for and Provision of Water Service

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

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

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

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

#### Section 2.03 - Refusal of Service

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

#### Section 2.04 - Customer Deposits

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

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

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

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

<u>Refund of deposit</u>. - If service is not connected, or after disconnection of service, the Utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The Utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent. Deposits from non-residential customers may be held as long as that customer takes service.

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

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

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

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

#### Section 2.06 - Billing

Bills from the Utility will be mailed monthly unless otherwise authorized by the PUC. The due date of the bills for utility service will be at least sixteen (16) days from the date of issuance. If the customer is a state agency, the due date for the bill may not be less than 30 days after issuance, unless otherwise agreed to by the agency. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the Utility will constitute proof of the date of issuance. At the customer's option, bills may be sent in a paperless, electronic form by email. The date of the email will constitute the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the Utility or the Utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

A late penalty of 10% of the delinquent bill will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The Utility must maintain a record of the date of mailing to charge the late penalty.

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the Utility will maintain and note on the monthly bill a telephone number (or numbers) which may be reached by a local call by customers.

At the Utility's option, a toll-free telephone number or the equivalent may be provided.

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

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

#### Section 2.07 - Service Disconnection

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

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

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

#### Section 2.08 - Reconnection of Service

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

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

Service will be reconnected within 36 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

#### Section 2.09 - Service Interruptions

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

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

#### Section 2.10 - Quality of Service

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

#### Section 2.11 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the Utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Utility's response, the Utility

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

must advise the complainant that he has recourse through the PUC complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service.

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

#### SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

The Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the Utility if the Utility has undertaken such preventive measures as are required by PUC rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the Utility's tariff and the PUC's rules. The Utility is not required by law and does not provide fire prevention or fire-fighting services. The Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. The Utility will accept liability for any injury or damage to individuals or their property directly caused by defective utility plant (leaking water lines or meters) or the repairs to or construction of the Utility's facilities.

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

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

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs before payment and/or commencement of construction

If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant, or existing customer, shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the Utility's rates in that portion of the Utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by unique costs not normally incurred as may be permitted by 16 TAC § 24.163(a)(1)(C).

The Utility adopts the Uniform Plumbing Code pursuant to 30 TAC § 290.46(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TCEQ, the Uniform Plumbing Code and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by PUC rule. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use. No solder or flux, which contains more than 0.2% lead, can be used at any connection that provides water for human use.