



Filing Receipt

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DOCKET NO. 53336

APPLICATION OF BIG EASY AGUA § PUBLIC UTILITY COMMISSION
LLC FOR A CERTIFICATE OF §
CONVENIENCE AND NECESSITY IN § OF TEXAS
COLORADO COUNTY §

MOTION TO ADMIT EVIDENCE

I. INTRODUCTION

On March 11, 2022, Big Easy Agua LLC (Big Easy) filed an application to obtain a water Certificate of Convenience and Necessity (CCN) in Colorado County. The requested service area consists of 1, 039 acres and 0 connections.

On May 15, 2023, the Office of Policy and Docket Management (OPDM) filed a request for additional evidence to be filed into the record. Specifically, the OPDM asked for a detailed map showing the location and acreage of the 120 future residential lots and any other specific areas within the requested CCN where the applicant proposes to provide potable water compensation. The OPDM also asked that the map be provided in a shapefile format. Lastly, the OPDM asked about the location in the record of the agreement with a licensed operator. The OPDM asked for these things to be filed by Friday, May 26, 2023 by 3:00 p.m., therefore this motion is timely filed.

II. MOTION TO ADMIT EVIDENCE

Big Easy requests that the following evidence be admitted into the record:

- (1) A pdf map showing the 120 residential lots and their acreages, as well as the area that encompasses the Big Easy Country Club, Big Easy restaurant, a large gathering entertainment area, a golf pro shop, overnight accommodations and offices.
- (2) A shp file of the area described above in (1).
- (3) The executed contract between Big Easy Agua and FloWatch, Inc. (the professional operations company).

III. CONCLUSION

Big Easy respectfully request that the items listed above be admitted into the record of this proceeding as evidence.

Dated: May 23, 2023

Respectfully Submitted,
BIG EASY AGUA, LLC

/s/ Shelley Young
Shelley Young, P.E.
Engineer for Big Easy Agua, LLC

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CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on May 23, 2023, in accordance with the Second Order Suspending Rules, issued in Project No. 50665

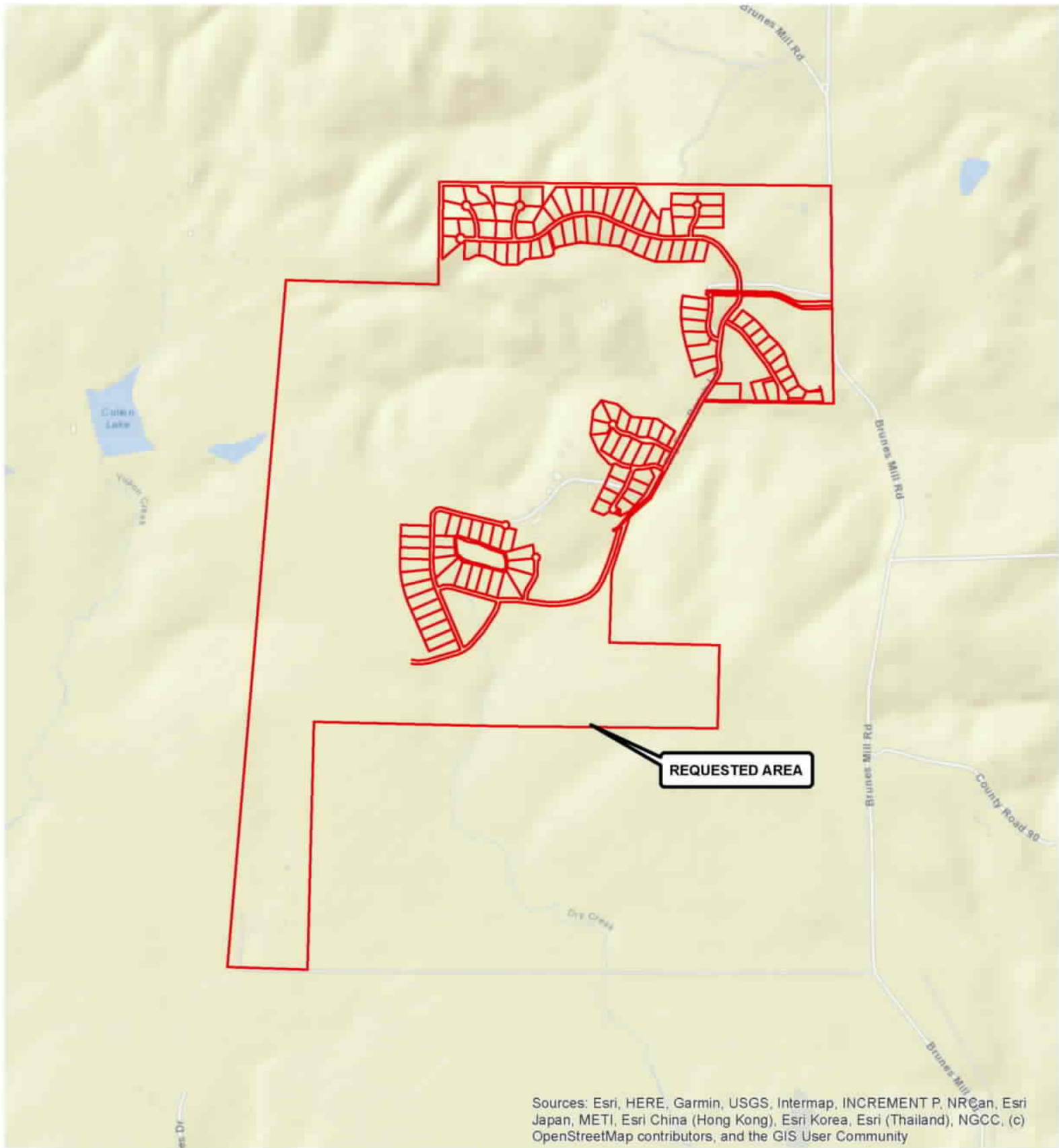
/s/ Shelley Young
Shelley Young, P.E.

The following files are not convertible:

service area lots.sbx
service area lots.shp
service area lots.shp.xml
service area lots.shx
service area lots.cpg
service area lots.dbf
service area lots.prj
service area lots.sbn

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.

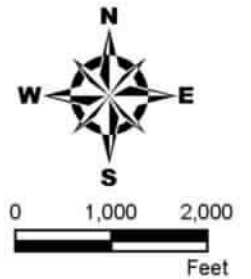


REQUESTED AREA MAP

LEGEND

— REQUESTED AREA

**APPLICATION FOR A NEW WATER CCN
APPLICANT: BIG EASY AGUA, LLC**



FLOWATCH, INC.
UTILITY MANAGEMENT SERVICES
17230 HUFFMEISTER RD., SUITE A ~ CYPRESS, TEXAS 77429-1643
TEL: 281-373-4401 FAX: 281-373-1113

March 30, 2023

Mr. Doug Talbot
Big Easy Agua LLC
2400 Brunes Mill Road
Columbus, Texas 78934

Re: Proposal for Contract Operations and Management Services
Big Easy Agua, located at 2400 Brunes Mill Road, Columbus, Texas 78934
PWS 0450113

Dear Mr. Talbot:

FLOWATCH, INC., a Texas corporation, ("OPERATOR") proposes to provide contract operations, maintenance and management services to Big Easy Agua LLC, ("OWNER") for the efficient operations and management of Big Easy Agua Water System (FACILITIES).

OPERATOR proposes to operate, maintain and manage the FACILITIES on behalf of the OWNER beginning immediately, or the date on which an executed copy of this agreement is delivered to OPERATOR, and continuing until this agreement is modified or terminated in accordance within the provisions set forth herein.

BASIC OPERATIONS SERVICES

OPERATOR agrees to provide the following Basic Services:

1. OPERATOR shall operate and maintain the FACILITIES in a proper and workmanlike manner in conformance with all applicable laws, rules and regulations. OPERATOR shall check the water supply plant at least one (1) time per week.
2. OPERATOR shall provide at least one fully qualified and competent operator to directly operate the FACILITIES, and whom holds a TCEQ operator rating of "D" or higher in groundwater supply.
3. OPERATOR shall provide all regular monthly water system testing as required by TCEQ regulations. The cost of testing shall be billed as Additional Services.
4. OPERATOR shall prepare and submit regular monthly scheduled water system reports as required by TCEQ regulations.

5. OPERATOR shall provide a twenty-four hour telephone contact service. Response time to a trouble call shall not exceed two (2) hours.
6. OPERATOR shall routinely order and arrange for the delivery of chemicals (including chlorine compounds) and other necessary supplies. The cost of chemicals and supplies shall be billed as Additional Services.

MANAGEMENT SERVICES

OPERATOR agrees to provide the following Services **if requested**:

7. OPERATOR shall provide initial set up of system accounts in OPERATOR's billing program (RVS). OWNER shall be entitled to receive a disk with all historical files that OPERATOR has produced.
8. OPERATOR shall provide customer billing and collection services for the FACILITIES in accordance with TCEQ regulations and OWNER's approved PUC Rate Order.
9. OPERATOR shall mail monthly water bills within 3 business day of receipt of meter readings from Contract Operator.
10. OPERATOR shall make deposits of funds received on OWNER's behalf into OWNER's bank account at a minimum of once per week, provided that OWNER's bank has a branch within a two-mile radius of the intersection of Spring Cypress Road and U.S. Highway 290 in Harris County. (There are approximately eight banks within said proximity and we will be happy to provide a list of these banks for your consideration.) If the OWNER's bank does not have a branch within a two mile radius of the intersection of Spring Cypress Road and U.S. Highway 290 in Harris County, OPERATOR will mail deposits to OWNER's bank or directly to OWNER at a minimum of once a week.
11. OPERATOR shall render a computer generated monthly System Totals Report to OWNER which shall include a summary of the FACILITIES' monthly and cumulative operating data.

ADDITIONAL SERVICES

In addition to Basic Services, OPERATOR agrees to provide Additional Services, including arranging for the delivery of chemicals, making arrangements for preventative maintenance, repair and replacement of equipment when necessary, provided that OPERATOR shall obtain advance approval from OWNER before authorizing or providing any parts, equipment or extraordinary repair and replacement with an estimated cost exceeding \$250.00.

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Big Easy Agua LLC
Big Easy Ranch Estates
3/30/2023
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OWNER'S RESPONSIBILITIES

OWNER's responsibilities include payment for costs of all supplies, electricity and other utility services utilized in connection with the operation and maintenance of the FACILITIES and all modifications, expansions or structural changes to the FACILITIES. OWNER shall be responsible for maintaining landscaping, including grass cutting, in and around the FACILITY sites.

COMPENSATION

OWNER shall pay to OPERATOR the monthly fee of Three Hundred Ninety Dollars (\$390.00) for compensation for providing the Basic Operations Services described herein. In addition, OPERATOR shall be paid for Additional Services as required and authorized on the basis of \$75.00 per hour for a technician (includes tools and transportation).

OWNER shall pay MANAGER a one-time fee of \$250.00 for setting up the system customers in MANAGER's billing program.

OWNER shall pay to OPERATOR the monthly fee of One Hundred Twenty-Five Dollars (\$125.00) plus \$3.50 and postage per billed connection for compensation for providing billing and collections. Other billing charges are outlined on the Schedule of Monthly Fees which is attached.

OPERATOR shall invoice OWNER for authorized third party services, chemicals and supplies on the basis of cost plus a 15% mark-up for compensation for the time and experience required to procure vendor services.

Professional services by a licensed engineer or supervisor in conjunction with any permit amendments/renewals, TCEQ inspections, preparation of Monitoring Plans, Annual Reports, etc. shall be invoiced as Additional Services as required and authorized on the basis of \$120.00 per hour.

INVOICES AND PAYMENTS

OPERATOR shall submit invoices to OWNER on or about the first day of each calendar month for the services provided the previous month, including outside vendor services. OWNER shall pay OPERATOR within 10 days of receipt of invoice. Invoices not paid within 30 days of the date of invoice shall accrue interest at the rate of 1% per month until paid.

TERM AND TERMINATION


This agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject however, to termination by either party hereto at any time without cause, by providing a minimum of thirty (30) days written notice, providing that the termination date shall be the last calendar day of the month of termination.

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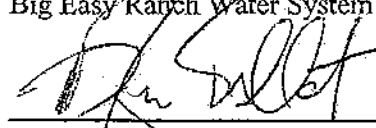
without cause, by providing a minimum of thirty (30) days written notice, providing that the termination date shall be the last calendar day of the month of termination.

If this proposal is acceptable, please sign in the space below and provide a copy to our office.

Sincerely yours,
FLOWATCH, INC.


Shelley Young, P.E.
President

ACCEPTED FOR:
Big Easy Agua LLC
Big Easy Ranch Water System



Doug Talbot

Date: 3/30/23