



## Filing Receipt

**Received - 2022-04-08 02:39:51 PM**

**Control Number - 53472**

**ItemNumber - 1**



# 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:
- Answer every question and submit all required attachments.
  - Use attachments or additional pages if needed to answer any question. If you use attachments or additional pages, reference their inclusion in the form.
  - Provide all mapping information as detailed in Part F: Mapping & Affidavits.
  - 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:
- DEFICIENT (Administratively Incomplete):** 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.*
  - SUFFICIENT (Administratively Complete):** 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:
- HEARING ON THE MERITS:** 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.
  - LANDOWNER OPT-OUT:** A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. **PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. **FINAL RECOMMENDATION:** After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

### **FAQ:**

#### ***Who can use this form?***

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

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

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

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

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

## Application Summary

**Applicant:** Monarch Utilities I L.P.

**CCN No. to be amended:** 12983 (water)

or  Obtain NEW CCN       Water       Sewer

**County(ies) affected by this application:** Johnson

**Dual CCN requested with:** \_\_\_\_\_

CCN No.: \_\_\_\_\_ (name of retail public utility)  
 Portion or  All of requested area

**Decertification of CCN for:** Johnson County Special Utility District, Mountain Peak Special Utility District

CCN No.: 10081, 10908 (name of retail public utility)  
 Portion or  All of requested area

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**Please mark the items included in this filing**

<input checked="" type="checkbox"/> Partnership Agreement	Part A: Question 4
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part A: Question 4
<input checked="" type="checkbox"/> Certificate of Account Status	Part A: Question 4
<input checked="" type="checkbox"/> Franchise, Permit, or Consent letter	Part B: Question 7
<input type="checkbox"/> Existing Infrastructure Map	Part B: Question 8
<input type="checkbox"/> Customer Requests For Service in requested area	Part B: Question 9
<input type="checkbox"/> Population Growth Report or Market Study	Part B: Question 10
<input checked="" type="checkbox"/> TCEQ Engineering Approvals	Part B: Question 11
<input type="checkbox"/> Requests & Responses For Service to ½ mile utility providers	Part B: Question 12.B
<input type="checkbox"/> Economic Feasibility (alternative provider) Statement	Part B: Question 12.C
<input type="checkbox"/> Alternative Provider Analysis	Part B: Question 12.D
<input checked="" type="checkbox"/> Enforcement Action Correspondence	Part C: Question 16
<input checked="" type="checkbox"/> TCEQ Compliance Correspondence	Part D: Question 20
<input checked="" type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part D: Question 23
<input type="checkbox"/> Rate Study (new market entrant)	Part E: Question 28
<input checked="" type="checkbox"/> Tariff/Rate Schedule	Part E: Question 29
<input checked="" type="checkbox"/> Financial Audit	Part E: Question 30
<input checked="" type="checkbox"/> Application Attachment A & B	Part E: Question 30
<input checked="" type="checkbox"/> Capital Improvement Plan	Part E: Question 30
<input checked="" type="checkbox"/> Disclosure of Affiliated Interests	Part E: Question 31
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> General Location (small scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> Digital Mapping Data	Part F: Question 32
<input checked="" type="checkbox"/> Signed & Notarized Affidavit	Page 12



**Part B: Requested Area Information**

6. Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.

This application is to amend water CCN 12983 in Johnson County, specifically to amend the existing service area of Monarch's Metroplex Homesteads water system (PWS No. 1260074) by adding adjacent tracts of land and to clean up the boundaries of the service area. Small portions of the areas requested are within the existing certificated areas of Johnson County SUD and Mountain Peak SUD, both of which have agreed to be decertified (see Attachment 3). No dual certification is requested. The requested area contains a well site already owned by Monarch. Other parts of the requested area contains current customers that are not in the existing boundaries.

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: Johnson County SUD and Mountain Peak SUD

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

See Attachment 3 for boundary adjustment consents from both Johnson County SUC and Mountain Peak SUD.

8. Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:

The local groundwater conservation district requires the production facilities to be in the certificated area for the utility to have withdrawal rights. The requested area is needed to meet that requirement. Additionally, there are a few existing customers or property boundaries that are not located within the current certificated area.

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? Only in undeveloped lots within area.

- 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 **Attachment 4**

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: 12/20/2021

C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:

Construction of new facilities, primarily a new well and related items, will start in late Spring or early Summer of 2022.

D. Describe the source and availability of funds for any required facilities to serve the requested area:

Capital construction costs will be carried by Monarch from internal resources with no need for external funding.

**Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.**

12. A. If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:

Existing customers are served by the water system serving Metroplex Homesteads (PWS No. 1260074) and the new facilities will be an expansion of that existing system.

B. Did the Applicant request service from each of the above water or sewer utilities?

Yes\*       No      \*Attach copies of written requests and copies of the written response

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:

- (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;
- (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
- (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.

13. Explain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the proximate area, and any landowners in the requested area. The statement should address, but is not limited to, regionalization, compliance, and economic effects.

Monarch is the second-largest investor-owned water and wastewater utility in Texas and has adequate financial, operational, and managerial expertise and capacity to serve the proposed development without negatively affecting existing customers. There are no retail public utilities of the same kind serving within the requested CCN area, and landowners in the requested CCN area will not be negatively affected.

**Part C: CCN Obtain or Amend Criteria Considerations**

14. Describe the anticipated impact and changes in the quality of retail utility service for the requested area:

The new water facilities will be located on the tract of land to be added and will be a part of the existing system (PWS ID No. 1260074). Monarch will provide retail public utility service that meets or exceeds all standards and requirements of the Public Utility Commission of Texas and the Texas Commission on Environmental Quality.

15. Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:

Monarch is the second-largest investor-owned water and wastewater utility in Texas and has adequate financial, operational, and managerial expertise and capacity to serve the proposed development. Monarch currently provides service to over 36,000 customers in the state. Monarch has other systems nearby and will provide daily operations out of a nearby regional service center.

16. Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?

Yes\*    No   See Attachment 5

\*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements.

17. Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:

In addition to existing customers, the new requested area contains a well site for water plant expansions that will improve service to the existing customers. All local, regional, and state planning requirements and approvals are being followed. Proper construction protocols will be followed to ensure that the environmental integrity of the land will not be disrupted or negatively affected.

18. Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?

No. There are currently no economically distressed areas within the requested CCN.

19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:

Johnson County SUD, Crest Water Company, Mauka Water LTD, Mountain Peak SUD, Johnson County FWSD No. 2, City of Mansfield

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

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

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
	See Attachment 6		

\*Attach evidence of compliance with TCEQ for each PWS

- B. Complete the following for all TCEQ Water Quality (WQ) discharge permits associated with the Applicant's CCN:

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	Subdivisions served:
WQ-			
WQ-			
WQ-			
WQ-			

\*Attach evidence of compliance with TCEQ for each Discharge Permit

- C. The requested CCN service area will be served via: PWS ID: 1260074  
WQ -

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

Water				Sewer	
	Non-metered		2"		Residential
1,179	5/8" or 3/4"		3"		Commercial
1	1"		4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:			1,180	Total Sewer Connections:	

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

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



23. A. Will the system serving the requested area purchase water or sewer treatment capacity from another source?

Yes\*     No    \*Attach a copy of purchase agreement or contract.    Attachment 7

Capacity is purchased from:

Water: Johnson County SUD - standby service

Sewer: \_\_\_\_\_

B. Are any of the Applicants PWS's required to purchase water to meet the TCEQ's minimum capacity requirements or TCEQ's drinking water standards?

Yes     No

C. What is the amount of supply or treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:	325,978,069	12%
Sewer:		0%

24. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

Yes     No

25. List the name, class, and TCEQ license number of the operators that will be responsible for the operations of the water or sewer utility service provided to the requested area:

Name (as it appears on license)	Class	License No.	Water/Sewer
Jennifer McKnight	C- GW	WG0016512	Water
Stephen A. Hill	D-GW	WO0044813	Water
Wesley J. Jones	C-GW	WG0010511	Water
Wesley McRight	C- GW C-SW	WG0012370, WS0013205	Water

26. A. Are any improvements required for the existing PWS or sewer treatment plant to meet TCEQ or Commission standards?

Yes     No

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:
See Attachment 8 - filed with Confidential materials		

27. Provide a map (or maps) showing all facilities for production, transmission, and distribution, and the location of existing or proposed customer connections, in the requested area. Facilities should be identified on subdivision plats, engineering planning maps, or other large scale maps. Color coding can be used, and is encouraged, to distinguish types of facilities.

**Part E: Financial Information**

28. If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of this rate filing package is to revise a utility’s tariff to adjust the rates to a historic test year and to true up the new tariff rates to the historic test year. It is the Applicant’s responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Any dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as an offset to rate base for ratemaking purposes.

29. If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate: **Attachment 9**

A. Effective date for most recent rates: 02/23/2022

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.

Attachment 10 provided  
CONFIDENTIALLY

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

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
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 Capital Improvement Plan and Financials Attachment 11 filed with Confidential Materials.
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

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 Attachment 11

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

**Part F: Mapping & Affidavits**

32. Provide the following mapping information with each of the seven (7) copies of the application:
1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance: See Attachment 12
    - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
    - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
    - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
  2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance: See Attachment 13
    - 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: NOTE: 160 ac to be added, 108 ac to be decertified

The total acreage of the requested area is approximately: 160

Number of customer connections in the requested area: 0

The closest city or town: Mansfield

Approximate mileage to closest city or town center: 6

Direction to closest city or town: north

The requested area is generally bounded on the North by: County Road 513

on the East by: Brent Road

on the South by: County Road 509

on the West by: Farm to Market Road 2738

34. A copy of the proposed map will be available at SouthWest Water Company, 12535 Reed Road, Sugar Land, TX 77478

# Applicant's Oath

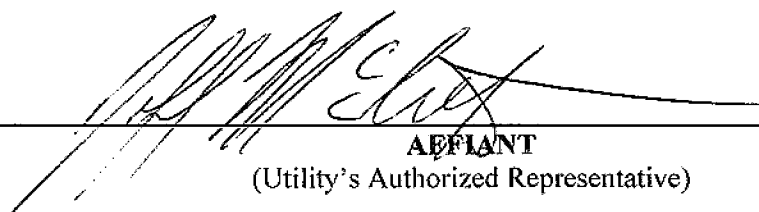
STATE OF Texas

COUNTY OF Fort Bend

I, Jeffrey L. McIntyre being duly sworn, file this application to obtain or amend a water or sewer CCN, as President, Monarch Utilities I.L.P.  
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

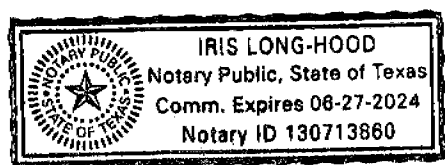
I further represent that the application form has not been changed, altered, or amended from its original form.  
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.


  
\_\_\_\_\_  
**AFFIANT**  
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

**SUBSCRIBED AND SWORN BEFORE ME**, a Notary Public in and for the State of Texas  
this day the 7<sup>th</sup> of APRIL, 2022

SEAL



  
\_\_\_\_\_  
**NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS**  
IRIS LONG-HOOD  
\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

My commission expires: 06-27-2024

## LIST OF ATTACHMENTS

- |    |                                    |                         |
|----|------------------------------------|-------------------------|
| 1  | Certificate of Account Status      |                         |
| 2  | Partnership Agreement              |                         |
| 3  | Consent Letters                    |                         |
| 4  | TCEQ Approvals Information         |                         |
| 5  | Applicant's Compliance Status      |                         |
| 6  | Applicant's PWS Information        |                         |
| 7  | Purchased Water Supply Information |                         |
| 8  | Capital Improvement Plan           | CONFIDENTIAL            |
| 9  | Tariff                             |                         |
| 10 | Financial Information              | CONFIDENTIAL            |
| 11 | Affiliated Interests               |                         |
| 12 | General Location (small scale) Map |                         |
| 13 | Detailed (large scale) Maps        |                         |
| 14 | Digital Mapping Data               | uploaded electronically |

Attachment 1

Certificate of Account Status

Part A: Q 4



## Franchise Tax Account Status

As of : 02/16/2022 16:56:53

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

### MONARCH UTILITIES I L.P.

**Texas Taxpayer Number** 10303732514

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

**Right to Transact Business in Texas** ACTIVE

**State of Formation** 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 2

Partnership Agreement

Part A: Q 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



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas

JUL 30 2004

Corporations Section

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

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

1. The name of the limited partnership is **Tecon Water Company L.P.**
2. The certificate of limited partnership is amended as follows:
  - The name of Tecon Water Company L.P. be changed to **Monarch Utilities I L.P.**
  - The address of Monarch Utilities I LP 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. Moerbeek	Treasurer
Richard J. Shields	Vice President and Secretary

Dated: July 27, 2004

TECON WATER COMPANY L.P.

By: *Michael O. Quinn*

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, L.P., a Texas limited partnership, is made as of this the 10th day of December, 2001, between Texas Water Services Group, LLC, a Texas limited liability company (referred to hereinafter as "TWSG" or the "General Partner"), and Tecon Water Companies, Inc., a Texas corporation (referred to hereinafter as "Tecon" or the "Limited Partner").

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

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

**ARTICLE I  
DEFINITIONS**

1.1 Definitions. 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 (i) the amounts distributed to such Partner by the Partnership, and (ii) 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; provided, however, 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:

	<u>Percentage Interest</u>
General Partner	0.1%
Limited Partner	99.9%

"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 Formation of Limited Partnership. 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.

2.3 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 Principal Place of Business. 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 Fiscal Year. 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 Names and Addresses of Partners. The names and addresses of the Partners are as set forth on Exhibit "A" hereto.

2.7 Term. 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 Registered Office. 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) Initial Capital Contribution. 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) Additional Contributions. 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 Distributions and Allocations. 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 Interest. No interest shall be paid by the Partnership on contributions to the capital of the Partnership.

3.4 Withdrawal and Return of Capital. 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) Certificate of Limited Partnership. 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) Tax Matters Partner. 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) Records. 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) Interests in Other Entities. The General Partner shall be authorized to cause the Partnership to acquire an interest in one or more corporations and/or in one or more other entities as the General Partner determines necessary or appropriate to carry out the business of the Partnership.

4.2 Limitation of Liability: Powers of Limited Partners. No Limited Partner shall have any liability whatsoever for any debt, obligation or liability of the Partnership. The Limited Partners may, at the request of any Limited Partner, meet with the General Partner and may, at any such meeting, discuss with the General Partner the business of the Partnership. The General Partner will, however, retain exclusive authority and responsibility for the management and control of the business of the Partnership, and the Limited Partners shall not take part in the control of the partnership business or have any authority or power to act for or bind the Partnership.

4.3 Title to Partnership Assets. 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 No Compensation. 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 Consent in Lieu of Meeting. 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 Transfer of Interest of General Partner. 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 Transfer of Interest of Limited Partners. 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 and the two appraisers shall select a third 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 Dissolving Events. 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 Grant of Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner (and any successor General Partner) and the authorized officers and attorneys-in-fact of the General Partner (and any successor General Partner), voting together or individually, with full power of substitution as its true and lawful attorney-in-fact and agent, with full power and authority in his name, place and stead to:

(a) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (i) the Certificate of Limited Partnership and all amendments thereto and other instruments that the General Partner deems necessary or appropriate to effect a change or modification of the Certificate of Limited Partnership, (ii) all certificates, conveyances, and other instruments that the General Partner deems necessary or appropriate to effect the acquisition, disposition, pledge, mortgage, hypothecation, encumbrance or exchange of any assets of the Partnership or the Dissolution and termination of the Partnership, (iii) all instruments and consents relating to the admission of additional Limited Partners or the General Partner, (iv) agreements with the Internal Revenue Service to keep open the statute of limitations with respect to any Partnership items under examination with the Internal Revenue Service, and (v) any other instrument that is now or may hereafter be required by law to be filed or recorded on behalf of the Partnership; and

(b) perform all acts and exercise all powers granted to the General Partner under this Agreement.

7.2 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 Partnership may conclusively presume and rely upon the fact that any such instruments executed by the attorney-in-fact and agent herein appointed is regular and binding without further inquiry.

7.3 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 Waiver of Partition 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

8.4 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (a) in the case of notices or communications required or permitted to be given to a Limited Partner, if personally delivered or if mailed by United States certified or registered mail, postage prepaid and addressed to the Limited Partner's address for notices as it appears on the records of the Partnership, and (b) in the case of notices or communications required or permitted to be given to the General Partner, if personally delivered or if mailed by United States certified or registered mail, return receipt requested, postage prepaid and addressed to the General Partner at its principal place of business. A Limited Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the General Partner, and the General Partner may change its address for notices by giving notice in writing, stating the new address for notices, to the Limited Partners. Any notice or other communication shall be deemed to have been given as of the date on which it is deposited in the United States mail or transmitted, in each case in compliance with the terms of this section.

8.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

8.6 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.

8.8 Headings. The section headings in this Agreement are for convenience of a reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof

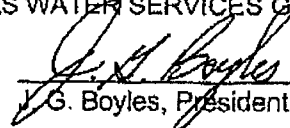
8.9 Amendment of Partnership Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement signed by all of the Partners.

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:

  
J.G. Boyles, President

Limited Partner:

TECON WATER COMPANIES, INC

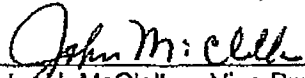
By:   
John H. McClellan, Vice President

EXHIBIT "A"

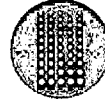
<u>Partner and Address</u>	<u>Contribution</u>	<u>Net Capital Account Balance</u>
Texas Water Services Group, LLC 6116 North Central Expressway, Suite 1300 Dallas, Texas 75206	\$10 cash	\$10.00
Tecon Water Companies, Inc. 6116 North Central Expressway, Suite 1300 Dallas, Texas 75206	\$9,990 cash	\$9,990.00

## Attachment 3

### Consent Letters - Agreements to Decertify

Part B: Q 32 7.





**Monarch  
Utilities I L.P.**

**A SouthWest Water Company**

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

October 13, 2021

Public Utility Commission of Texas  
1701 Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

Re: Certificates of Convenience & Necessity Boundaries for Monarch Utilities I L.P. (CCN # 12983)  
and Johnson County Special Utility District (CCN # 10081)

To Whom it May Concern:

Monarch Utilities I L.P. ("Monarch") and Johnson County Special Utility District ("JCSUD"), in an effort to clean up our CCN maps and make them consistent with the actual area for the customers we serve, are requesting that the boundaries be revised to more accurately reflect actual service providers.

In order to clarify the CCN boundaries, Monarch and JCSUD have agreed to the CCN boundary line adjustments as shown on the attached Exhibit "A". No customers will change providers as a result of this agreement.

Please contact me with any questions.

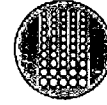
Very truly yours,

John McClellan  
Vice President

Agreed:

Johnson County Special Utility District

  
Pete Kampfer  
General Manager



**Monarch  
Utilities I L.P.**

A SouthWest Water Company

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

February 18, 2022

Public Utility Commission of Texas  
1701 Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

Re: Certificates of Convenience & Necessity Boundaries for Monarch Utilities I L.P. (CCN # 12983)  
and Mountain Peak Special Utility District (CCN # 10908)

To Whom it May Concern:

Monarch Utilities I L.P. ("Monarch") and Mountain Peak Special Utility District ("MPSUD"), in an effort to clean up our Certificate of Convenience and Necessity ("CCN") maps and make them consistent with the actual area for the customers we serve, are requesting that the boundaries be revised to more accurately reflect actual service providers.

In order to clarify the CCN boundaries, Monarch and MPSUD have agreed to the CCN boundary line adjustments as shown on the attached Exhibit "A". No customers will change providers as a result of this agreement.

Monarch or its affiliates will bear the total costs for amending the CCN.

Please contact me with any questions.

Very truly yours,

John McClellan  
Vice President

Agreed:

Mountain Peak Special Utility District

Randel Kirk  
General Manager



SouthWest Water Company  
Established 1911



Attachment 4

TCEQ Documents

Part B: Q 11

**TCEQ PUBLIC WATER SYSTEM PLAN REVIEW SUBMITTAL FORM**  
 (Complete, Seal and Attach to Submittal Package)

**WATER SYSTEM INFORMATION**

Date:	December 20, 2021
TCEQ PWS Identification No.: (Facilities will be assigned this PWS No.)	1260074
Water System Name:	Metroplex Homestead Acre Water System

**OWNER INFORMATION**

Water System Owner:	Monarch Utilities I LP		
Address:	5507 Tin Top Hwy	(AC) Phone:	(214) 283-5305
Responsible Official:	Jarrod Reynolds	Title:	Project Engineer
County (System Location):	Johnson	Mechanism & Source of Financing: (i.e. loans, rates, self-financed, etc.)	Rates
Subdivision Sec., Phase, Unit, Etc.	Metroplex Homestead		

**ENGINEER INFORMATION**

Engineer Name:	Douglas Hearn, P.E., R.P.L.S.	Registration No.:	61447
Firm Name:	Hearn Engineering Inc.	Firm No.:	F-1234
(AC) Phone:	(512) 310-0176	(AC) Fax:	
Firm Address:	P.O. Box 1104, Cameron, Texas 76520		

**SUBMITTAL INFORMATION**

<b>Is this submittal for a new public water system?</b>	YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>
If no, proceed to the <i>Project Information</i> section on Page 2. If no PWS number exists, the owner must submit a core data form and business plan, if required, in accordance with §290.39(f) and (g).	

**NEW (PROPOSED) WATER SYSTEMS**

(Only complete this section if this submittal is for a NEW water system)

For new (proposed) system submittals, please provide 2 copies of the submittal and attach the following:

<input type="checkbox"/>	A list of all water utilities within 1/2 mile of the proposed service area boundaries (reference 30 TAC 290.39(c)(1))
<input type="checkbox"/>	Copies of written responses from each of the entities listed above (reference 30 TAC 290.39(c)(1))
<input type="checkbox"/>	Copies of formal applications for service from each of the following (reference 30 TAC 290.39(c)(1)) :
<input type="checkbox"/>	Any municipality if the system is within its ETJ
<input type="checkbox"/>	Any district or other political subdivision whose corporate boundaries are within 1/2 mile of the proposed service area boundaries
<input type="checkbox"/>	Any other water service provider whose certificated service area boundary is within 1/2 mile of the proposed service area boundaries
<input type="checkbox"/>	Documentation that all application requirements, including fee payments, are current.
<input type="checkbox"/>	<p><b>Business plan:</b> Please complete the financial ability form, provide a cost summary for the proposed project, and submit a business plan (reference 30 TAC 290.39 (f)). The business plan must confirm capital available to construct the system according to TCEQ requirements. Acceptable financial information can include some of the following:</p> <p>Financial statements (preferably audited), CPA compilation report, tax returns, statements of net worth, bank statements.                      If the project is being funded with loan proceeds, provide a loan commitment letter from the lender specific to this project.</p> <p>If the plan submittal is for a community system, also provide a copy of the Certificate of Convenience and Necessity (CCN) application submitted to the Public Utility Commission of Texas (PUC), and complete items referenced in 30 TAC 290.39 (f) (1 - 13).</p>

**TCEQ PUBLIC WATER SYSTEM PLAN REVIEW SUBMITTAL FORM**  
 (Complete, Seal and Attach to Submittal Package)

<input type="checkbox"/>	Justification for constructing a separate system (if one of the entities listed above is willing to provide service)
<input type="checkbox"/>	TCEQ Core Data Form (No. 10400)
<input type="checkbox"/>	Emergency Preparedness Plan (No. 20536) if serving water in Harris or Fort Bend Counties and have overnight accommodations

**CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)**

Certificates of Convenience and Necessity (CCN) applications are processed by the Public Utility Commission of Texas (PUC) and are required for privately owned systems and water supply corporations. If a CCN is required and a CCN does not exist, the applicant must obtain a CCN number or have the application accepted for filing at the PUC before a PWS project submittal can be technically reviewed. In addition, if a submittal is for a project located outside the CCN area, a CCN amendment application must be submitted before a project may be reviewed for construction approval. Please refer to PUC for additional information at: <http://www.puc.texas.gov/industry/water/guidance/UtilRulesGuidance.aspx>.

Will the proposed PWS be owned by either an investor owned utility (IOU) or water supply corporation (WSC)? If yes, please indicate which type of entity _____.	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>
Has a CCN application been submitted to the PUC? If yes, please provide the date of acceptance _____.	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>

List the name, license number and class of the operator for the proposed system:	
--	--

**PROJECT INFORMATION**

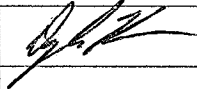
If a system does NOT have a PWS number, the sections above must be filled out

All engineering documents must be sealed, signed, and dated by a Texas registered professional engineer. An engineering report that includes the number of connections to be served must accompany each project. Please check each box that is applicable.

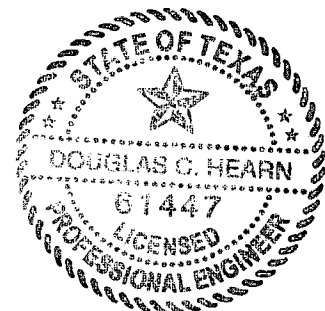
If this submittal is a revision of previously submitted plans, please provide the assigned TCEQ log number:	P-052502016
<u>New Projects/Facilities</u>	<u>Modifications to Existing Facilities</u>
<input checked="" type="checkbox"/> Water well construction – Proposed	<input type="checkbox"/> Surface water treatment plant modifications
<input type="checkbox"/> Well completion data for approved well	<input type="checkbox"/> Storage capacity modifications
<input type="checkbox"/> Ground water treatment plant – New	<input type="checkbox"/> Distribution system modifications
<input type="checkbox"/> Surface water treatment plant – New	<input type="checkbox"/> Pressure maintenance facilities modifications
<input type="checkbox"/> Proposed Innovative/Alternative Treatment	<input type="checkbox"/> Disinfection facilities or other modifications
<input type="checkbox"/> Request for rule exception	<input type="checkbox"/>
<input type="checkbox"/> Preliminary engineering report without plans	
<input type="checkbox"/> Texas Water Development Board Project No.:	
<input type="checkbox"/> As-Built Plans & Engineering Report	
<input type="checkbox"/> Other (please describe):	

**SIGNATURE AND CERTIFICATION**

*The following certification indicates I have the authority to make submittals on behalf of the PWS referenced on Page 1. I hereby certify that the above information is, to the best of my knowledge, true and correct:*

Engineer's Signature:	
Engineer's Printed Name:	Douglas Hearn, P.E., R.P.L.S.
Date:	December 20, 2021

**Signature/P.E. Seal Required below:**



Please call (512) 239-4691 if you have questions regarding this form. Your cooperation will help us provide better service. Additional helpful information and rules are available at the Public Water System Plan Review website.

# HEARN ENGINEERING, INC.

P.O. Box 1104 • Cameron, Texas 76520 • Telephone (512) 310-0176 • FIRM NO. F-1234

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December 20, 2021

Ms. Vera Poe.  
Texas Commission on Environmental Quality  
Plan Review Team - MC159  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: Monarch Utilities I LP  
Metroplex Homestead Proposed Well # 11  
Plans and Specifications for Well Improvement  
Johnson County, Texas

Dear Ms. Poe:

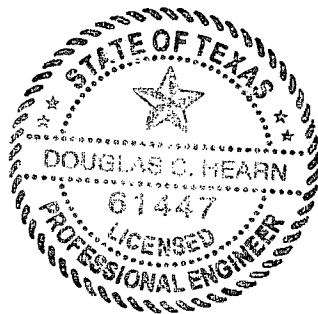
Attached are the plans and specifications for a new well at the existing Luisa Dr. Plant (Plant #3) to serve the existing subdivision in Johnson County, northeast of the City of Alvarado. The system currently serves approximately 1,137 connections with three groundwater plants. The proposed well is to provide additional capacity to the system to supplement the reduced production in the existing wells. The well previously approved to be constructed at the Gina Lane Plant (Plant 2) was cancelled due to the Ground Water District's refusal to grant a permit for a well close to the system boundary.

If you should have any questions or need additional information, please contact me at (512) 310-0176 or by email at [doug.hearn@hearnengineeringinc.com](mailto:doug.hearn@hearnengineeringinc.com).

Sincerely,



Douglas Hearn, P.E., R.P.L.S.



Attachment 5  
Applicant's Compliance Status  
Part C Question 16



Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

February 16, 2022

RECEIVED

FEB 22 2022

TXU-AP

Mr. Chuck Barry  
Environmental Health & Safety Manager  
Monarch Utilities I L.P.  
1620 Grand Avenue Pkwy Ste 140  
Pflugerville, Texas 78660-2185

Re: Public Water Supply Comprehensive Compliance Investigation at:  
Metroplex Homesteads Water Supply, 9218 Gina Ln., Alvarado, Johnson County, Texas  
RN 101376283, PWS ID No. 1260074, Investigation No. 1787762

Dear Mr. Barry

On January 20, 2022, Mr. Scott Gilrein of the Texas Commission on Environmental Quality (TCEQ) Dallas/Fort Worth (D/FW) Regional Office conducted an investigation of the above-referenced facility to evaluate compliance with applicable requirements for public water supply systems. No violations are being alleged as a result of the investigation; however, please see the enclosed Additional Issue.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Gilrein in the D/FW Regional Office at (817) 588-5881 or [scott.gilrein@tceq.texas.gov](mailto:scott.gilrein@tceq.texas.gov).

Sincerely,

A handwritten signature in cursive script that reads "Crystal D. Watkins".

Crystal Watkins  
Team Leader, Public Water Supply Program  
D/FW Regional Office

CW/sg

Enclosure: Summary of Investigation Findings

# Summary of Investigation Findings

METROPLEX HOMESTEADS WATER SUPPLY

9218 GINA LN

ALVARADO, JOHNSON COUNTY, TX 76009

Additional ID(s): 1260074

Investigation #

1787762

Investigation Date: 01/20/2022

No Violations Associated to this Investigation

## ADDITIONAL ISSUES

### Description

Item #1

### Additional Comments

During the Comprehensive Compliance Investigation conducted on January 20, 2022, it was noted that the water system was operating at approximately 88% of its minimum required total production capacity. The water system has 1,179 connections and is required to provide 424.4 gallons per minute (gpm) of production capacity based on 0.36 gpm per connection. The water system provides a total production capacity of 481 gpm and is therefore approximately 88% of its minimum required total production capacity.

Per 30 TAC 291.93(3), a retail public utility that possesses a certificate of public convenience and necessity that has reached 85% of its capacity as compared to the most restrictive criteria of the commission's minimum capacity requirements in 30 TAC 291.93(3) shall submit to the executive director a planning report that clearly explains how the retail public utility will provide the expected service demands of the remaining areas within the boundaries of its certified area. Submit an adequate planning report to the TCEQ Plan and Technical Review Team within 90 days.

System	Docket No.	Water/Wastewater	Violation	Date AO Signed by TCEQ	Original TCEQ Compliance Date	Extension Request Compliance Date	SWWC Compliance Achieved	Notice of Compliance Rec'd by SWWC	Comments
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 Violations / 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 6

All PWS Associated with the Applicant's CCN

Part D: Q 20 A.

**Q D 20 A.**  
**MONARCH WATER - SUBDIVISIONS AND INSPECTIONS**

County	Water Systems	PWS ID Number	Subdivisions	Last Inspection
Bandera	Lake Medina Shores	0100037	Lakeshore Beach, Wharton Dock, Lake Medina Shores, Lake Point	2/6/2020
Brazoria	Holiday Shores	0200029	Holiday Shores	9/24/2019
Chambers	Tower Terrace	0360069	Houston Raceway Park, West Chambers County Estates, Tower Terrace	1/8/2019
Denton	Denton Creek Estates	0610015	Denton Creek Estates, Aero Valley Airport	11/20/2018
	Ponderosa Addition	0610175	Sunrise Circle Estates, Ponderosa, Wild West Addition,	5/20/2016
	Stonecrest Estates	0610059	Stonecrest Estates,	11/6/2015
	Wynwood Haven Estates	0610037	Wynwood Haven, Estates, Snug Harbor	11/9/2015
Grayson	Ridgecrest (Grayson)	0910035	Glen Eden, Hiland Shores, Lakeview, Little Mineral MHP, Millers Estates, Oak Estates, Preston Cove, Preston Forest, Preston Oaks, Preston Point Bend, Ridgecrest, Van Antwerp	2/15/2018
	Rocky Point Estates	0910038	Hanna Cove Estates, Rocky Point Estates "A", Rocky Point Estates "B", Rock Point "A", Hanna Ranchettes	2/15/2018
	Sherwood Shores	0910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres, Sherwood Shores	1/30/2020
	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	4/19/2018
Harris	Villas of Willowbrook	1013599	Villas of Willowbrook	11/4/2019
	Western Trails	1010230	Western Trails Subdivision	2/12/2015
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	11/18/2019
	River Oaks Ranch	1050099	River Oaks Ranch	1/30/2019
Henderson	Beachwood Estates	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	6/18/2020
	Briarwood Harbor	1070220	Briarwood Harbor	3/7/2019
	Carolynn Estates / Pinnacle Club	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	1/15/2019
	Cherokee Shores	1070206	Allen Ranch, Carson Addition, Coleman Tract, La Martinique, Landmark Passage, Manning Ranch, Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee Shores	6/18/2020
	Dal-High	1070159	Dal-High Addition	7/26/2019
	Highsaw	1070124	Brierwood Bay, Coffee City*, Diamond Head Bay, Coffee Landing Addition, Fincastle Farms, Highsaw, Hillside Estates	9/26/2016
	Lollipop Landing	1070039	Lollipop Landing	9/26/2017
	Westwood Beach	1070085	Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach	10/25/2019
Hood	Acton ( Royal Oaks)	1110055	Acton Royal Oaks	10/25/2019
	Comanche Cove	1110060	Heritage Heights, Scenic View, Comanche Cove	1/10/2020
	Comanche Harbor	1110022	Comanche Point, Island Village, Ports O'Call, Comanche Harbor	11/13/2018
	Granbury Acres	1110109	377 Sunset Strip, Granbury Acres	10/25/2019
	Hideaway Bay Estates	1110002	Hideaway Bay	11/13/2018
	Montego Bay Estates	1110044	Montego Bay	9/25/2019
	Oak Trail Shores	1110004	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor	11/29/2017
	Rancho Brazos	1110036	Rancho Brazos	9/25/2019

County	Water Systems	PWS ID Number	Subdivisions	Last Inspection
	Western Hills Harbor	1110005	Western Hills Harbor, Whisperview Village, Kings Plaza	12/6/2019
Johnson	Crowley One Acre	1260011	Blue Grass Estates, Crowley One Acre, Highest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes	4/10/2019
	Falcon Crest Addition	1260076	Falcon Crest Addition	3/20/2019
	Metroplex Homesteads	1260074	Metroplex Homesteads, The Homesteads	6/23/2020
	Nolan River Estates	1260099	Nolan River Estates	6/20/2020
	Ridgecrest Estates (Johnson)	1260035	Misty Hollow, Ridgecrest	3/20/2019
	Shaded Lane Estates	1260103	Shaded Lane Estates	6/26/2018
	Southern Acres	1260094	Southern Acres	5/23/2017
	Sundance Addition	1260025	Space Acres North, Space Acres, X-Cell Ranch Estates, Sundance	4/10/2019
	Tex-Rides Fifth	1260037	Tex-Rides Fifth	4/14/2016
	Triple H Estates	1260116	Triple H Estates	5/23/2017
	Twin Creeks Addition	1260038	Rolling Acres, North Hills Estates, Twin Creeks Addition	2/28/2019
	West Meadows	1260063	West Meadows	4/10/2019
West Park Village	1260077	West Park Village	5/16/2017	
Liberty	Raywood	1460041	Raywood	8/8/2019
Marion	Indian Hills Harbor	1580063	Indian Hills Harbor	8/31/2016
	Pine Harbor	1580023	Pine Harbor	9/17/2019
Matagorda	Camelot Forest	1610058	Camelot Forest	7/26/2019
Medina	Lake Medina Shores	0100037	Holiday Villages of Medina, Lake Medina Shores	2/6/2020
Montgomery	Crystal Springs	1700331	Crystal Springs	1/8/2020
	Decker Hills	1700386	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place	10/15/2019
	Hulon Lakes	1700014	Hilltop Village, Woodcreek Valley, Hulon Lakes	3/29/2016
	Oak Woods	1700454	Oak Woods	12/18/2018
	Serenity Woods	1700483	Pine Loch, Serenity Woods	3/24/2016
Parker	Green Acres	1840120	Green Acres, Robertson Village	1/9/2020
	Spanish Park Estates	1840026	Spanish Park Estates	1/9/2020
	Western Lake Estates	1840014	Cedar Ridge (Formerly Ruby Ridge), Brazos Ridge Estates, Western Lake Estates	12/4/2018
	Westview (Parker)	1840105	Westview	1/9/2020
Polk	Chesswood	1870088	Chesswood	1/30/2018
	Countrywood	1870138	Country Wood	3/22/2017
	Garden Acres	1870160	Garden Acres	1/30/2018
	Longhorn Valley	1870152	Longhorn Valley	1/21/2020
	Oak Terrace Estates	1870055	Oak Terrace Estates	11/30/2018
	Phillips Acres	1870146	Phillips Acres	1/30/2018
	Pinwah Pines	1870130	Pinwah Pines	1/3/2017
San Jacinto	Bluewater Cove	2040059	Bluewater Cove	1/3/2017
	Cedar Valley	2040045	Cedar Valley	6/12/2020
	Coldspring Terrace	2040031	Coldspring Terrace	1/30/2018
	Governor's Point	2040008	Governor's Point	3/13/2019
	Holiday Villages of Livingston	2040067	Hidden Coves, Holiday Village of Livingston, Palmetto Point	3/22/2017
	Shepherd Hill Estates	2040061	Shepherd Hills Estates, Shepherd Ranch Estates	11/2/2017
Smith	Lakeway Harbor	2120064	Lakeway Harbor	6/7/2016
	Pine Trail Shores	2120035	Pine Trail Shores	1/2/2019
Tarrant	Benbrook Hills	2200313	Benbrook Hills	7/18/2019
	Markum Ranch Estates	2200281	Markum Ranch Estates	12/6/2018
	Silver Saddle	2200299	Silver Saddle	12/6/2018
	Westside Addition	2200079	Gun Club, Cabot Estates, Willow Creek Additions, Westside	7/18/2019
Travis	Inverness Point Water System	2270102	Crosswind, Hidden Hills, Inverness Point and Lakehurst:	6/14/2019
Trinity	Harbor Point	2280035	Harbor Point	1/30/2018
Van Zandt	Callender Lake	2340007	Callender Lake, Hickory Hills	7/10/2019
Wise	Aurora Vista	2490051	Aurora Vista*	8/7/2019
	Chisholm Hills	2490044	Chisholm Hills	7/12/2018
	Coyote Ridge	2490053	Coyote Ridge	7/12/2018
	Hills of Oliver Creek	2490046	Hills of Oliver Creek	1/18/2018
	Las Brisas	n/a	Las Brisas Estates	#N/A
	Sage Brush Estates	2490058	Sage Brush Estates	9/21/2017
	Skyview Ranch	2490061	Skyview Ranch	7/12/2018
Windmill Trails	2490050	Windmill Trails	10/10/2017	
Wood	Holiday Villages of Fork	2500058	Holiday Villages of Fork	2/8/2018

Attachment 7

Purchased Water Supply Agreement

Part D: Q 23.

**WATER SALES AND PURCHASE AGREEMENT  
BETWEEN  
JOHNSON COUNTY SPECIAL UTILITY DISTRICT  
AND WHOLESALE DISTRIBUTION CUSTOMER  
MONARCH UTILITIES I LP  
MONARCH**

**STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON   §**

This Agreement for the Sale and Delivery of Treated Water (the "Agreement") is entered into this 1st day of March, 2019 (the "Effective Date") by and between authorized representatives of Johnson County Special Utility District, a special utility district operating under and governed by the provisions of Texas Water Code Chapters 49 and 65, as amended, and Article XVI, Section 59 of the Texas Constitution, ("JCSUD") and the MONARCH UTILITIES I LP, a Texas limited partnership, by and through its general partner, Texas Water Services Group, LLC, a Texas limited liability company, MONARCH ("MONARCH"). (JCSUD and MONARCH are hereinafter collectively referred to as the "Parties").

**Recitals**

**WHEREAS**, JCSUD is a special utility district operating under and governed by the laws of the State of Texas, with its certificated service area extending into portions of Ellis, Johnson, Hill and Tarrant Counties, Texas; and

**WHEREAS**, MONARCH UTILITIES I LP is an investor-owned utility, providing retail water to the METROPLEX HOMESTEADS WATER SUPPLY, PWS ID 1260074, in Johnson County under the provisions of the Texas Water Code and having a Certificate of Convenience and Necessity ID number 12983; further referred to as MONARCH; and

**WHEREAS**, at the present time, JCSUD has available a supply of Treated Water which it can provide, and owns, operates, and maintains facilities for storing, treating and transmitting Treated Water; and

**WHEREAS**, the Parties desire to cooperate to insure that the customers of JCSUD and MONARCH have adequate and dependable water service available; and

**WHEREAS**, JCSUD and MONARCH concur that the terms, conditions and considerations stated herein are fair, just and reasonable and will mutually benefit the Parties and serve the public interest; and

**NOW, THEREFORE**, pursuant to *Chapter 791, Texas Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and other good and valuable consideration the adequacy, receipt and sufficiency of which are hereby acknowledged, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:



**ARTICLE I**  
**Findings and Purpose**

- 1.1 Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.
- 1.2 No Grant of Equity or Ownership.** Unless otherwise stated, no provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this Agreement, nor any acts of the Parties hereunder, nor MONARCH' payments, shall be construed as granting to or otherwise vesting MONARCH any right, title, interest, or equity in the JCSUD Treated Water System, the JCSUD Trinity Basin Transmission Facilities, or any element thereof.
- 1.3 Purpose.** This Agreement provides the terms and conditions whereby Treated Water may be purchased by MONARCH from JCSUD, for which MONARCH agrees to pay for all costs of said water as further defined within this Agreement.

**ARTICLE 2**  
**Definitions and Interpretation**

- 2.1 Definitions.** The following terms and expressions used in this Agreement, unless the context indicates otherwise, shall mean:

*Demand Charge means the annualized payment amount to be paid by MONARCH in equal monthly installments that represents MONARCH' cost share associated with providing facilities to meet the daily and peaking demands placed on the distribution system by the wholesale customer. They include, but are not limited to, capital related expenses to furnish elevated storage, pumping facilities, water lines, supply capacity cost, etc.*

*Agreement means this "Agreement For The Sale And Delivery of Treated Water – Wholesale Distribution Customer – Monarch Utilities I LP" and any subsequent amendments agreed to in writing by the Parties.*

*AWWA means the American Water Works Association.*

*Business Day means any Day other than Saturdays, Sundays and Days on which banks in Johnson County are required or permitted to be closed for all or part of their customary hours of operation.*

*CCN means certificate of convenience and necessity.*

*PWS means public water system.*

*Day means a 24-hour period from 12:00 a.m. to 11:59 p.m.*

*Delivery Point means the point(s) at which JCSUD agrees to deliver, and MONARCH agrees to receive Treated Water under this Agreement.*

*Emergency means a bona-fide emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage, such as might result from a major fire or a major water main break, or by circumstances beyond the Parties' control.*

*Expiration Date means the last effective date of this Agreement as specified in Article 8.1, absent the renewal of this Agreement.*

*ETJ means extraterritorial jurisdiction.*

*Fiscal Year is the fiscal year of JCSUD from January 1 through December 31.*

*Initial Maximum Allowed Rate of Flow means 175 gallons per minute (gpm), which shall be the maximum allowed usage available to MONARCH at the existing Delivery Point until after the JCSUD facilities are constructed, or the proper size metering equipment is installed and operational and after MONARCH constructs all water transmission and storage facilities necessary to accept delivery of water at the Delivery Point.*

*JCSUD Treated Water System means all facilities, structures, improvements, property, rights, permits, licenses, and other property of any nature whatsoever, now or hereafter owned by JCSUD, in connection with the diversion, storage, transportation, treatment, and delivery of Treated Water.*

*JCSUD's Utility Pumping Cost means the electricity, fuel, maintenance, and other costs associated with pumping water within the JCSUD Treated Water System.*

*Maximum Allowed Daily Demand means a Maximum Day Usage of 360K gpd unless a mutually agreed upon change is made by the Parties in writing.*

*Maximum Allowed Rate of Flow means the maximum allowed usage on a per minute basis, converted into gallons per minute (gpm). The Maximum Allowed Rate of Flow shall not exceed 250 gpm for this Agreement unless mutually agreed upon by the Parties in writing.*

*Maximum Day Usage means the measured daily maximum usage as determined through Meter readings.*

*Meter(s) means the metering facility or devices installed or to be installed at the Delivery Point to measure the amount of Treated Water delivered to MONARCH by JCSUD as provided in this Agreement. If necessary, installation shall include a back flow device in order to prevent back flow of water into the JCSUD Treated Water System.*

*Party means either JCSUD or MONARCH, and any permitted successors and assigns, and "Parties" means JCSUD and MONARCH, and any permitted successors and assigns collectively.*

*Rate of Flow means usage on a per minute basis (i.e. gallons per minute (gpm)).*

*Rate Year means each twelve-month period beginning January 1 and ending December 31 of the same calendar year.*

*Regulatory Requirements means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the Texas Commission on Environmental Quality, and the Texas Administrative Code, and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.*

*Treated Water means water within the JCSUD Treated Water System that is potable water meeting the minimum quality requirements for human consumption as*

*prescribed by the Texas Commission on Environmental Quality or other appropriate regulatory agency.*

*TCEQ means the Texas Commission on Environmental Quality, or its successor, if any.*

*Volume Charge means the charge calculated by applying the then in effect Volume Rate per 1,000 gallons to the number of gallons of Treated Water provided to MONARCH by JCSUD as measured by the Meter(s) and billed on a monthly basis.*

*Volume Rate means the dollar amount per 1,000 gallons applied to MONARCH' metered usage of Treated Water. The Volume Rate shall be the 3rd Tier rate according to the current value applied to retail customers in effect.*

*Water Conservation means those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and/or increase the recycling and reuse of water.*

*Wholesale Distribution Customer means the class of customers to whom MONARCH belongs. Under the terms of this specific agreement, JCSUD sells and provides Treated Water for re-sale to a wholesale customer via the distribution system facilities.*

**Interpretations.** The following principles shall control the interpretation of this Agreement:

- (a) Unless otherwise stated, reference to any document, other than a license, certificate of adjudication or permit, means the document as amended or supplemented from time to time.
- (b) Reference to any party or governmental regulatory agency means that entity and its successors and assigns.
- (c) Misspelling of one or more words in this Agreement shall not void the Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- (d) Words of any gender used in this Agreement shall be held and construed to include any other gender.
- (e) Words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (f) Article and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

### **ARTICLE 3**

#### **Water Provided Under Agreement**

##### **3.1 Treated Water.**

- (a) **Initial Water Supply.** Prior to completion of construction and or installation of the properly sized metering equipment, JCSUD agrees to furnish and sell to MONARCH, Treated Water delivered at the existing Delivery Point up to the Initial Maximum Allowed Rate of Flow or such lesser rate of flow as JCSUD may be able to supply in the event of an Emergency.

- (b) **Maximum Allowed Daily Demand.** At such time as MONARCH desires to obtain water at a rate that is greater than the Initial Maximum Allowed Rate of Flow, and after the installation of properly sized metering equipment are completed and operational, the Parties shall mutually agree on a new Delivery Point as set forth in Section 3.3 and MONARCH shall construct all water transmission and storage facilities and equipment necessary to accept delivery of the Treated Water at the Delivery Point. Subject to the foregoing and other terms of this Agreement, JCSUD agrees to furnish and sell to MONARCH, Treated Water delivered at the Delivery Point up to the Maximum Allowed Daily Demand and up to the Maximum Allowed Rate of Flow, or such lesser amount or rate of flow as JCSUD may be able to supply in the event of an Emergency.
- (c) **Source of Supply and Capacity.** JCSUD's agreement to sell Treated Water is limited to the extent that Treated Water, as that term is defined in this Agreement, is available and the extent to which capacity is available in the JCSUD Treated Water System.
- (d) **Additional Water.** To the extent Treated Water is available in amounts greater than the Maximum Allowed Daily Demand, JCSUD may, at its sole discretion, provide MONARCH with additional Treated Water subject to the charges described in Article 5. Should JCSUD elect to provide MONARCH with Treated Water in excess of the Maximum Allowed Daily Demand, JCSUD may terminate or reduce providing Treated Water at the excess amount by providing MONARCH with twenty-four (24) hours written notice of such termination or reduction. MONARCH agrees that JCSUD shall never be obligated during the term of this Agreement to make Treated Water available to MONARCH in excess of the Maximum Allowed Daily Demand. The purchase of any additional supplies of Treated Water over the Maximum Allowed Daily Demand does not guarantee that JCSUD shall make Treated Water available on that basis at any time other than the time frame JCSUD elects to provide additional supplies of Treated Water to MONARCH.
- (e) **Water Pressure.** JCSUD agrees to furnish and sell to MONARCH, Treated Water at the Delivery Point delivered under the operating pressure then-prevailing in the JCSUD Treated Water System, which is subject to change. Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, JCSUD does not represent or guarantee to MONARCH that Treated Water provided to MONARCH under this Agreement shall be provided at any specific minimum pressure at the Delivery Point, and JCSUD is under no obligation with respect thereto. **MONARCH shall be solely responsible for ensuring that the water pressure will be sufficient to meet its needs, and MONARCH understands and acknowledges that maintaining a certain water pressure in MONARCH' delivery system shall require the use of storage or pumps on MONARCH' system.**
- (f) **Interruption of Service for Maintenance.** Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, JCSUD shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including, reduction or cessation of water service to MONARCH)

as necessary or appropriate to allow JCSUD at all times to maintain a minimum pressure as required by law at all retail service locations directly served by the JCSUD Treated Water System. JCSUD may install at the metering location appropriate devices to monitor and enforce all or any of these limitations.

- 3.2 Regulatory Requirements.** MONARCH acknowledges and agrees that this Agreement defines the extent of JCSUD's obligations to supply Treated Water to MONARCH and that, except as expressly provided by this Agreement, JCSUD is under no obligation to provide MONARCH with a sufficient amount of Treated Water for MONARCH to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on MONARCH by virtue of 30 Texas Administrative Code Chapters 290 or 291, or any other Regulatory Requirements.
- 3.3 Delivery Point.** Subject to the conditions set forth herein, including MONARCH' construction of facilities to accept and transport Treated Water from the Delivery Point, JCSUD agrees to divert, transport, treat, and deliver Treated Water to MONARCH at the Delivery Point. The initial location of the Delivery Point shall be at the existing two-inch (2") water meter. The Parties acknowledge and agree that a new Delivery Point will need to be added before JCSUD will supply water in excess of the Initial Maximum Allowed Rate of Flow. The location of such added Delivery Point shall be mutually agreed upon by the Parties, and construction of the necessary improvements shall follow the procedures set forth in Section 3.4. No Delivery Point shall be added or relocated except by the Parties' mutual consent in writing.
- 3.4 Added or Relocated Delivery Point.** Requests to add or relocate a Delivery Point shall be submitted in writing by the requesting party. If the added or relocated Delivery Point is mutually agreed upon, MONARCH will be responsible for constructing all improvements necessary to accept delivery of the Treated Water at the added or relocated Delivery Point. MONARCH shall submit documents to acquire rights-of-way and shall submit plans for the construction of the improvements to JCSUD for approval prior to construction commencing. If JCSUD approves the documents and plans submitted, JCSUD shall give MONARCH notice of said approval in writing. During the construction, JCSUD may, but is not obligated to, inspect improvements under construction. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by MONARCH. JCSUD may, but is not obligated to, make a final inspection and approval after construction of the improvements are completed and before the improvements are approved, by JCSUD, for use.
- 3.5 Improvements to Existing Delivery Point.** If MONARCH requests that improvements be made to an existing Delivery Point, MONARCH shall submit the request in writing to JCSUD. If JCSUD approves the request, the Parties shall then decide whether JCSUD or MONARCH will be responsible for constructing the improvements and shall follow the procedures set forth in Article 3.4.
- 3.6 Valves at Delivery Point.** All valves releasing water from the JCSUD Treated Water System to MONARCH shall be operated by JCSUD. MONARCH shall not obstruct or block access to those valves.
- 3.7 Property of JCSUD.** Any acquired easements and/or rights-of-way shall name JCSUD as a grantee for the portion of the easement and/or right-of-way on JCSUD's side of the

Delivery Point and metering device. Upon the completion of construction and final approval by JCSUD of any new, relocated or improved Delivery Point, the constructed improvements shall become the property of JCSUD to and through the metering device.

#### ARTICLE 4

##### Metering and Rate of Flow Control

- 4.1 Treated Water Measurement and Control.** For any added, relocated, or improved Delivery Point, JCSUD, at MONARCH' sole cost, shall install the Meter(s) and appropriate valves, back flow prevention, flow controllers, and other appropriate equipment at the Delivery Point to measure and control the amount of Treated Water delivered to MONARCH under the terms of this Agreement. The Meter(s) shall be specified by JCSUD and meet appropriate AWWA standards. Said Meter(s) shall be installed and tested prior to actual water delivery. The Meter(s) and other equipment shall be owned, operated, and maintained by JCSUD.
- 4.2 Rate-of-Flow Controllers.** The rate at which Treated Water is withdrawn by MONARCH from the JCSUD Treated Water System shall be regulated by rate-of-flow controllers, pumps, or other approved methods. The rate of withdrawal may be controlled so that the maximum rate shall not exceed the Initial Maximum Allowed Rate of Flow or the Maximum Allowed Rate of Flow, as appropriate, without a specific written request by MONARCH to JCSUD. Notwithstanding anything in this Agreement to the contrary, approval of a request to increase the rate of flow and of the length of time the request will be met, shall be at JCSUD's sole discretion. JCSUD shall respond to the request within 96 hours of receiving the request. If JCSUD approves the request, JCSUD shall make the adjustments within 48 hours of responding to the request.
- 4.3 Calibration of Meters.**
- (a) **Annual Testing.** For Meters that require calibration, JCSUD shall routinely test for accuracy. Meters shall be serviced and calibrated as necessary, but no less frequently than once during each twenty-four (24) month period. Copies of the results of such calibration and all related information shall be provided to MONARCH upon request. MONARCH shall have access to the Meter(s) at all reasonable times; provided, however, that any reading, calibration or adjustment to such Meter(s) shall be done by employees or agents of JCSUD, or other mutually approved third party calibration agent, in the presence of representatives of MONARCH and JCSUD, if so requested by MONARCH. JCSUD shall retain the right to test the Meter(s) more frequently than once each twenty-four (24) month period.
  - (b) **Inaccuracy.** Upon any calibration, if it is determined that the accuracy envelope of such Meter(s) is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the Meter(s), or Meter(s) fail to perform to AWWA water metering standards (whichever is more restrictive), then the registration of the flow as determined by such defective Meter(s) shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve (12) months. In the event it is determined that there are inaccuracies

with any Meter, JCSUD shall debit or credit MONARCH' invoice in the subsequent month, as appropriate, to reflect MONARCH' prior overpayments or underpayments. JCSUD shall debit or credit MONARCH account in an amount equal to the difference between the amount actually paid by MONARCH and the amount that should have been paid by MONARCH, as determined by the corrected registration of the flow at the inaccurate Meter during the period of inaccuracy as determined in this subsection. The Meter(s) will be properly sealed, and the seals shall not be broken unless representatives of both MONARCH and JCSUD have been notified and given a reasonable opportunity to be present.

- (c) **Meter out of Service - No Readings.** If the Meter(s) used to determine the flow of Treated Water to MONARCH is out of service or out of repair so that the amount of Treated Water metered cannot be ascertained or computed from the reading thereof, the Treated Water delivered during the period such Meter(s) is out of service or out of repair shall be estimated by JCSUD upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said Meter(s) under similar conditions.

#### **4.4 Meter Reading.**

- (a) JCSUD shall read all Meter(s) provided for herein at monthly intervals, and MONARCH and JCSUD shall have free access to read these respective Meter(s) daily, if either party so desires. It shall be the duty of both MONARCH and JCSUD to give immediate notice, each to the other, should any Meter(s) be found to not be functioning properly, and, upon such notice; repairs to such Meter(s) shall be made promptly.
- (b) MONARCH shall have access to records on the Meter(s) readings during reasonable business hours and shall be furnished a copy of readings upon request.

- 4.5 Additional Testing of the Meter(s).** MONARCH shall have the right to request JCSUD to test any Meter(s), but no more frequently than once per month. Upon any such request, JCSUD agrees to perform its testing and calibration of the Meter(s) with notice to MONARCH, and the Parties shall be entitled to jointly observe any testing, calibration, and adjustments that are made to the Meter(s), in the event such modifications shall be necessary. For such additional testing requests, JCSUD shall give MONARCH notice forty-eight (48) hours in advance of the time when any such testing shall occur. MONARCH shall pay the cost of any such additional testing request for any Meter(s) if the test shows that such Meter(s) is accurate (within five percent (5%) registration), but JCSUD shall pay the costs of such additional test if the results indicate that such Meter(s) is not accurate (in excess of five percent (5%) registration).

### **ARTICLE 5**

#### **Fees, Billing, and Payment**

##### **5.1 Charges for Water.**

- (a) **Treated Water.** MONARCH shall pay to JCSUD the fees and charges for the Treated Water delivered by JCSUD that may include Late Fees to be applied to the following: Demand Charge and Volume Charge.

## 5.2 Billing and Payment.

- (a) **Volume Charge.** Each month during the term of this Agreement, JCSUD shall read the Meter(s) measuring Treated Water being provided to MONARCH. The numbers of gallons of Treated Water measured by the Meter(s) shall be multiplied by the Volume Rate to determine the Volume Charge.
- (b) **Demand Charge.** Each month during the term of this Agreement, MONARCH shall also pay to JCSUD the Demand Charge, as shown in Exhibit A.
- (c) **Late Fees.** If MONARCH is late in the payment of any charge or fee due and payable to JCSUD under this Agreement, late payments shall bear per annum interest at a rate equal to the lesser of two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the day said statement becomes delinquent, or the maximum allowed by law to be charged to MONARCH. If any charges remain unpaid at the expiration of statement due date, MONARCH shall be in default under this Agreement, and JCSUD may invoke the remedies specified herein or otherwise available by law.

## 5.3 Billing Statement and Disputes.

- (a) **Billing Statement.** JCSUD shall prepare and deliver to MONARCH a statement showing the Volume Charge for all Treated Water delivered to MONARCH, in addition to the monthly Demand Charge.
- (b) **Disputed Payments.** If MONARCH has a protest or dispute concerning a statement, the disputed payment(s) shall nevertheless promptly be paid subject to the right to seek a determination whether the amount charged by JCSUD is in accordance with the terms of this Agreement. The Parties shall negotiate in good faith to resolve any dispute.
- (c) **Inspection and Audit.** Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to federal and/or state auditors.

- 5.4 **Payments by MONARCH Unconditional.** MONARCH recognizes that MONARCH' obligation to make the payments required hereunder be, and the same is hereby, made unconditional. JCSUD shall take all legal actions necessary and reasonable to collect the payments due under this Agreement.

## ARTICLE 6 [Reserved]

## ARTICLE 7 Restrictions and Conditions

- 7.1 **Resale of Treated Water.** MONARCH and JCSUD agree that the Treated Water supplied to MONARCH by JCSUD shall be used solely by MONARCH to meet the reasonable water supply needs of MONARCH' retail potable water customers whose service area is within the County of Johnson, State of Texas.



- 7.2 Water Service Area.** Notwithstanding anything provision of this Agreement to the contrary, MONARCH agrees that it will not extend water service or actually provide water service, to any customers within the CCN of JCSUD without the prior written consent of JCSUD.
- 7.3 Water Conservation and Demand Management.**
- (a) Water Conservation.** MONARCH shall cooperate with and assist JCSUD in their efforts to promote Water Conservation. This may include the development of any conservation or rationing plans by JCSUD, that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency. Additionally, upon the development and distribution of model drought contingency or water conservation plans by JCSUD, MONARCH agrees to implement any such drought contingency or water conservation plan, or substitute plan approved by JCSUD, within a reasonable amount of time from receipt of the model plan. MONARCH agrees to notify JCSUD in writing of any deviation from the model plan and obtain JCSUD's consent to such proposed deviation. Furthermore, MONARCH agrees to include the foregoing provision in all contracts for resale of Treated Water. MONARCH shall provide a copy of any drought contingency or water conservation plan adopted by MONARCH to JCSUD within 30 days from the Effective Date.
  - (b) Demand Management.** If JCSUD shall manage water demand through rationing the use of water to its retail customers, then a proportional rationing of water supplied to MONARCH by JCSUD shall be instituted, at JCSUD's option. Rationing does not relieve MONARCH from its obligation to pay the monthly Demand Charge.
  - (c) Temporary Rationing.** Where an Emergency may dictate temporary conservation or rationing requirements for either JCSUD or MONARCH, either Party may implement any measures considered appropriate by it to alleviate the Emergency. If MONARCH implements measures to alleviate an Emergency, MONARCH shall notify JCSUD in writing within five (5) days. Action taken under this subsection does not relieve MONARCH from its obligation to pay the monthly Demand Charge.
- 7.4 Federal and State Laws.** This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. MONARCH agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation.
- 7.5 Support of JCSUD on Permits and Governmental Agency Approvals.** MONARCH shall support and assist JCSUD in obtaining permits and approvals from governmental agencies in order to protect, repair, maintain, replace, add to, supplement and/or enlarge the JCSUD Treated Water System. Such support and assistance shall include, but is not limited to: providing information to JCSUD when requested by JCSUD in order to facilitate any permit or approval; providing written and oral statements of support and assistance or testimony, information, and evidence if

appropriate and if requested by JCSUD in order to obtain any permit or approval; and taking all such other action as may be appropriate to support and assist JCSUD in obtaining any permit or approval.

## **ARTICLE 8**

### **Term of Agreement and Extension**

- 8.1 Term of Agreement.** Unless terminated as provided in this Agreement, this Agreement shall commence upon the Effective Date and shall remain in effect for a term of five (5) years.
- 8.2 Renewal of Agreement.**
- (a) MONARCH shall have the option to renew this Agreement for a quantity of water and at a rate as may be mutually agreed in writing by the Parties. In the absence of renewal, and except as specifically provided to the contrary, this Agreement and the obligations of the Agreement shall end on the Expiration Date. MONARCH expressly acknowledges that it has no right or entitlement to Treated Water from JCSUD after the expiration of this Agreement except to the extent that this Agreement is renewed as provided herein.
  - (b) MONARCH is required to give notice of its intent to renew this Agreement, at least six (6) months prior to the Expiration Date. JCSUD and MONARCH expressly agree that MONARCH' failure to provide notice of intent to renew on or before six (6) months prior to the Expiration Date of this Agreement shall constitute MONARCH' determination not to renew.
  - (c) If at least six (6) months prior to the Expiration Date of this Agreement MONARCH has not provided JCSUD notice that it intends to renew, MONARCH shall provide JCSUD evidence that MONARCH has secured an alternative and sufficient water supply. This requirement is expressly enforceable by JCSUD.
  - (d) If this Agreement is not renewed, after expiration of this Agreement, MONARCH shall nonetheless pay JCSUD for all Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand Charges, as well as penalties such as Late Fees, under the terms of this Agreement.

## **ARTICLE 9**

### **Termination and Default**

- 9.1 Termination by Mutual Consent.** Subject to the prior full payment according to Section 5.4, this Agreement may be terminated in whole or in part by the mutual consent of MONARCH and JCSUD.
- 9.2 Notice and Opportunity to Cure.** If any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Parties (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice")

which specifies the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money, or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

- 9.3 Default by MONARCH.** In the event MONARCH fails to cure any Default under the terms of this Agreement, JCSUD may elect to: (i) temporarily suspend the delivery of Treated Water to MONARCH; (ii) enforce this Agreement against MONARCH by specific performance, injunction, or any other remedy available at law or in equity, including but not limited to an action for damages, terminate this Agreement.
- 9.4 Default by JCSUD.** In the event JCSUD fails to cure any Default under the terms of this Agreement, MONARCH may enforce this Agreement against JCSUD by specific performance, injunction, or any other remedy available at law or in equity (other than termination), including but not limited to an action for damages; provided, however, that in no event shall JCSUD be liable to MONARCH for any special, indirect, incidental, consequential, or punitive damages. In the event MONARCH is awarded damages in a final, non-appealable judgment, then such damages shall be offset against all sums due or to become due to JCSUD hereunder until MONARCH' damages are fully compensated.
- 9.5 Rights After Termination.** In the event of termination of this Agreement by mutual consent or otherwise, all rights, powers, and privileges of MONARCH hereunder shall cease and terminate. MONARCH shall nonetheless pay JCSUD for all Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand Charges, as well as penalties such as Late Fees under the terms of this Agreement. MONARCH shall make no claim of any kind whatsoever against JCSUD, its agents or representatives, by reason of such termination or any act incident thereto, provided JCSUD acted reasonably and such termination was not unreasonable, arbitrary, and capricious. The provisions of this subsection survive termination of this Agreement.

## **ARTICLE 10**

### **Force Majeure**

- 10.1 Definition.** The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities; however, lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *Force Majeure* shall be remedied with all dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable in the judgment of the Party having the difficulty.

- 10.2 Notice; Suspension of Obligations.** By reason of Force Majeure, if any Party hereto shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then if such Party shall give notice in writing of such Force Majeure to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended, except that MONARCH' payment obligations under this Agreement shall not be suspended.

## ARTICLE 11

### Ownership, Liability, Indemnification, and Insurance

- 11.1 Responsibility for Damages for Water.** JCSUD shall be the owner of and responsible for the Treated Water only to the Delivery Point(s). After the Treated Water has passed through the Delivery Point(s), it becomes the property and responsibility of MONARCH. Unless otherwise provided in this Agreement, responsibility for damages arising from the improper treatment, transportation, and delivery of all Treated Water provided under this Agreement shall remain with JCSUD only to the Delivery Point(s). Upon passing through the Meter(s), liability for all damages arising from improper transportation and delivery of the Treated Water after it leaves the JCSUD system shall pass to MONARCH. JCSUD's sole responsibility is to provide to MONARCH at the Delivery Point(s) potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or appropriate governing agency.
- 11.2 Direct or Consequential Damages.** Neither JCSUD nor MONARCH shall be liable to the other for loss, either direct or consequential, arising out of damage to or destruction of the rights-of-way or the MONARCH facilities thereon, when such loss is caused by an act of God or any of the periods that are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Party or by any of their respective agents, servants, or employees.
- 11.3 Indirect or Consequential Damages.** JCSUD's liability, if any, to MONARCH in contract or in tort under this Agreement specifically excludes any and all indirect or consequential damages that may arise from providing water to MONARCH or that may arise from the operation, maintenance, and management of the JCSUD Treated Water System.
- 11.4 Waiver of Subrogation.** It is the intention and agreement of both Parties that any insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Neither Party shall have any interest or claim in the other's insurance policy or policies, or in the proceeds thereof, unless specifically covered therein as an additional insured.
- 11.5 Return Flows.** MONARCH and JCSUD agree that, for purposes of use and reuse of Return Flow and not for purposes of liability, title to all water supplied to MONARCH under this Agreement reverts to JCSUD upon return to watercourses in the Trinity River Basin. MONARCH will receive no compensation, credit, or offset for JCSUD's subsequent use and reuse of Return Flow.

**ARTICLE 12**  
**Dispute Resolution**

- 12.1 Non-binding Mediation.** Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement or otherwise related to water supply in lieu of this Agreement, the Party shall submit the dispute to non-binding mediation. This provision survives termination of this Agreement.

**ARTICLE 13**  
**Notice**

- 13.1 Manner of Giving Notice.** Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the General Manager or Monarch representative, when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.
- 13.2 Notice to JCSUD.**

General Manager  
Johnson County Special Utility District  
P.O. Box 509  
Cleburne, Texas 76033

- 13.3 Notice to MONARCH.**

Monarch Utilities I LP  
Attn: Charles W. Profilet Jr., President, or his successor  
12535 Reed Road  
Sugar Land, Texas 77478

- 13.4** The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

**ARTICLE 14**  
**Miscellaneous Provisions**

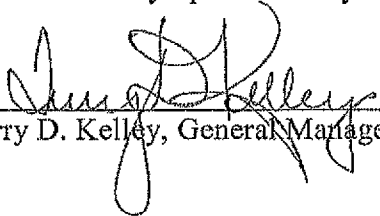
- 14.1 Governing Law.** This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in Johnson County, Texas. Jurisdiction and venue shall be in Johnson County, Texas, and each of the Parties submit to personal jurisdiction in the state district courts in such county.

- 14.2 No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party.
- 14.3 Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.
- 14.4 Partial Invalidity.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the remaining provisions shall be unaffected. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the Parties shall, upon the request of a Party, promptly renegotiate in good faith a new provision to eliminate the invalidity and to restore this Agreement, as nearly as possible, to its original intent and effect.
- 14.5 Duty to Review and Revise.** The Parties shall review and revise this Agreement to ensure compliance with the federal and state laws and rules and regulations as necessary.
- 14.6 Survival.** Any provision that by its terms survives the termination of this Agreement shall bind the Parties' legal representatives, heirs, and assigns as set forth herein.
- 14.7 Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.
- 14.8 Benefits.** This Agreement shall bind and the benefits thereof shall inure to the respective Parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.
- 14.9 Attorney's Fees.** In the event of any suit between JCSUD and MONARCH to enforce or interpret the terms of this Agreement, the prevailing Party shall recover its reasonable attorney's fees and costs incurred in resolving the suit from the nonprevailing Party. Reference is made to Section 271.159 of the Texas Local Government Code authorizing the right to recover attorney's fees.
- 14.10 Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 14.11 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date signed.


Executed this 2 day of April 2019.

Johnson County Special Utility District

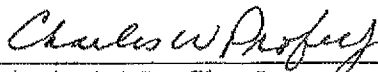
  
Terry D. Kelley, General Manager

Date 4/2/19

ATTEST

By   
Secretary, Johnson County Special Utility District

Monarch Utilities I L.P.  
by: Texas Water Services Group, LLC

  
Charles W. Proffitt, Jr.  
President

Date march 21, 2019

ATTEST


By  Secretary  
Signature Title

Exhibit "A"

<b>Demand Charge per each 200k of Volume Usage</b>	<b>\$825</b>
In July of each year, the average monthly usage value, determined by using the previous 12 months, is subject to review in order to adjust the Demand Charge to be applied.	

<b>Volume Rate per 1k Gallons</b>	<b>6.25</b>
The Volume Rate is equal to the 3rd Tier rate according to the current value applied to retail customers in effect.	

<b>MONARCH-METROPLEX HOMESTEADS ACCT# 7747</b>	
Bill Date	Gallons
Janurary	825,610
February	748,280
March	634,750
April	502,520
May	573,420
June	1,494,280
July	1,788,660
August	2,687,820
September	2,012,140
October	720,010
November	2,330,690
December	773,090
<b>12 mths</b>	<b>15,091,270</b>

Monthly Avg 1,257,606

Peak Six Month Average 1,856,533

**Monthly Demand Charge Calculation**

Monthly Avg Usage in '000 Gallons	1,856.53
Demand Charge Volume Tier in '000 Gallons	200
Number of Demand Charge Components	10
Demand Charge per each 200k of Volume Usage	\$825
<b>New Monthly Demand Charge Calculation</b>	<b>\$ 8,250</b>

<b>Previous Demand Charge</b>	<b>\$ 4,125</b>
-------------------------------	-----------------

**EXAMPLE: Monthly Volume Charge Calculation**

*For illustration of calculation purposes only, the Monthly Avg Usage in '000 will be used*

Monthly Avg Usage in '000 Gallons	1,257.61
Volume Rate per 1k Gallons	\$ 6.25
<b>Volume Charge</b>	<b>\$ 7,860</b>

<b>Total Calculated Monthly Charge</b>	<b>\$ 15,110.04</b>
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Attachment 8

Capital Improvement Plan

Part D: Q 26

**Confidential Documents  
to be submitted separately**

Attachment 9

Tariff

Part E: Q 29



**WATER UTILITY TARIFF**  
**Docket No. 50944**

Monarch Utilities I L.P.  
(Utility Name)

12535 Reed Road  
(Business Address)

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

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

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

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, which have surrendered rate jurisdiction.

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

See attached list.

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APPENDIX B – APPLICATION FOR SERVICE	
APPENDIX C – AGREEMENT FOR TEMPORARY WATER SERVICE	

County	TCEQ Water Systems	PWS ID Number	Subdivisions
Bandera	Enchanted River Estates	0100039	Enchanted River Estates
	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
Bexar	Bavarian Hills	0150235	Bavarian Hills
	Coolcrest Water System	0150046	Coolcrest
	Stagecoach Hills	0150096	Stagecoach Hills
	Oak 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
Comal	Oak Village North***	0460037	Oak Village North
	Rim Rock Ranch	0460211	Rim Rock Ranch
	Windmill Ranch Subdivision***	0460221	Kestrel Air Park, Windmill Ranch Subdivision
Denton	Denton Creek Estates	0610015	Denton Creek Estates, Aero Valley Airport
	Ponderosa Addition Utilities	0610175	Ponderosa Addition, Wild West Addition,
	Stonecrest Estates	0610059	Stonecrest Estates, Sunrise Circle Addition
	Wynnwood Haven Estates	0610037	Wynnwood Haven Estates, Snug Harbor
Gillespie	Oakview Water System	0860107	Oakview
Grayson	Ridgecrest	0910035	Ridgecrest, Glen Eden, Hiland Shores, Lakeview, Little Mineral MHP, Millers Estates, Oak Estates, Preston Cove, Preston Forest, Preston Oaks, Preston Point Bend, Ridgecrest, Van Antwerp, VFW Post
	Rocky Point Estates	0910038	Hanna Cove Estates, Rocky Point Estates "A", Rocky Point Estates "B", Hanna Ranchettes, Mainer Cay Estates, Tiny Home Vacation Resorts
	Sherwood Shores	0910040	Cedar Mills Estates, Hillcrest Shores, Wright Acres, Sherwood Shores
	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, 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

Harris	<b>Villas of Willowbrook</b>	<b>1013599</b>	Villas of Willowbrook
	<b>Western Trails Subdivision</b>	<b>1010230</b>	Western Trails
Hays	<b>Huntington Estates</b>	<b>1050124</b>	Huntington Estates
	<b>Plum Creek***</b>	<b>1050028</b>	Amberwood, Bootstring Farms, Branch View Addition, Buda Business Park, Casey-Kyle, Double R, Dove Hill Estates, Goforth Estates, Green Pastures, Interstate Business, Kyle Crossing-Home Depot, Park South, Pinafore Park, Rolling Hills Estates, South Buda Business Park, Two Way, Village at Buda, Indian Paintbrush
	<b>River Oaks Ranch</b>	<b>1050099</b>	River Oaks Ranch
Henderson	<b>Beachwood Estates &amp; North Trinidad</b>	<b>1070069</b>	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
	<b>Briarwood Harbor</b>	<b>1070220</b>	Briarwood Harbor, Camp Big Cedar
	<b>Carolynn Estates</b>	<b>1070106</b>	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
	<b>Cherokee Shores Water Supply</b>	<b>1070206</b>	Allen Ranch, Carson Addition, Coleman Tract, La Martinique, Landmarck Passage, Manning Ranch, Robinson Tract (Country Estates), Taylor Tract, Waterfront Shores, Cherokee Shores
	<b>Dal-High Water System</b>	<b>1070159</b>	Dal-High Addition
	<b>Highsaw</b>	<b>1070124</b>	Briarwood Bay, Coffee City*, Diamond Head Bay, Coffee Landing Addition, Fincastle Farms, Highsaw, Hillside Estates, Hill-McCauley Tract
	<b>Lollipop Water Works</b>	<b>1070039</b>	Lollipop Landing
	<b>Westwood Beach</b>	<b>1070085</b>	Cooper Estates, Lakeway, Oak Trail Shores, Shiloh, Waterwood, Wildewood, Westwood Beach
Hood	<b>Acton Water Royal Oaks</b>	<b>1110055</b>	Acton Royal Oaks
	<b>Comanche Cove &amp; Heritage Heights</b>	<b>1110060</b>	Heritage Heights, Scenic View, Comanche Cove
	<b>Comanche Harbor &amp; Port O'Call</b>	<b>1110022</b>	Comanche Point, Island Village, Ports O'Call, Comanche Harbor
	<b>Granbury Acres Water System</b>	<b>1110109</b>	377 Sunset Strip, Granbury Acres
	<b>Hideaway Bay Estates</b>	<b>1110002</b>	Hideaway Bay
	<b>Montego Bay Estates</b>	<b>1110044</b>	Montego Bay
	<b>Oak Trail Shores</b>	<b>1110004</b>	Lake Granbury Estates, Oak Trail Plaza, Oak Trail Shores, Arrowhead Shores, Lake Granbury Harbor

	<b>Rancho Brazos Subdivision</b>	<b>1110036</b>	Rancho Brazos
	<b>Western Hills Harbor</b>	<b>1110005</b>	Western Hills Harbor, Whisperview Village, Kings Plaza
Johnson	<b>Crowley 1 Acre Sky Corp Water</b>	<b>1260011</b>	Blue Grass Estates, Crowley One Acre, Highcrest Estates, Skyline Ranch, Lakeside Estates, Lakeview Ranchettes
	<b>Falcon Crest Addition</b>	<b>1260076</b>	Falcon Crest Addition
	<b>Metroplex Homesteads Water Supply</b>	<b>1260074</b>	Metroplex Homesteads, The Homesteads
	<b>Nolan River Estates</b>	<b>1260099</b>	Nolan River Estates
	<b>Ridge Crest Addition &amp; Misty Hollow</b>	<b>1260035</b>	Misty Hollow, Ridgecrest Addition Estates
	<b>Shaded Lane Estates</b>	<b>1260103</b>	Shaded Lane Estates
	<b>Southern Acres Water System</b>	<b>1260094</b>	Southern Acres
	<b>Sundance Addition</b>	<b>1260025</b>	Space Acres North, Space Acres, X-Cell Ranch Estates, Sundance
	<b>Tex-Rides Subdivision</b>	<b>1260037</b>	Tex-Rides Fifth
	<b>Triple H Estates</b>	<b>1260116</b>	Triple H Estates
	<b>Twin Creek Subdivision</b>	<b>1260038</b>	Rolling Acres, North Hills Estates, Twin Creeks Addition
	<b>West Meadow Subdivision</b>	<b>1260063</b>	West Meadows
	<b>West Park Village</b>	<b>1260077</b>	West Park Village
Kendall	<b>Cascade Mobile Home Park</b>	<b>1300005</b>	Cascade Mobile Home Park
	<b>Platten Creek Water System</b>	<b>1300035</b>	Platten Creek
Kerr	<b>Cedar Springs MHP</b>	<b>1330019</b>	Cedar Springs MHP
	<b>Center Point</b>	<b>1330007</b>	Center Point
	<b>Heritage Park Water System</b>	<b>1330080</b>	Heritage Park
	<b>Hills &amp; Dales</b>	<b>1330030</b>	Hills & Dales
	<b>Oak Ridge Estates Water System</b>	<b>1330134</b>	Oak Ridge Estates
	<b>Southern Hills</b>	<b>1330128</b>	Southern Hills, Montebello Estates, Silver Creek
	<b>Verde Park Estates</b>	<b>1330027</b>	Verde Park Estates
	<b>Vista Hills</b>	<b>1330169</b>	Vista Hills
	<b>Westwood Water System</b>	<b>1330015</b>	Westwood Park, Monarch Hills
	<b>Windwood Oaks Water System</b>	<b>1330141</b>	Windwood Oaks
	<b>Woodhaven Mobile Home Park</b>	<b>1330024</b>	Woodhaven MHP
Liberty	<b>Raywood Water System</b>	<b>1460041</b>	Raywood
Marion	<b>Indian Hills Harbor</b>	<b>1580063</b>	Indian Hills Harbor
	<b>Pine Harbor Subdivision</b>	<b>1580023</b>	Pine Harbor
Matagorda	<b>Camelot Forest Water System</b>	<b>1610058</b>	Camelot Forest
Medina	<b>Rocky Creek Subdivision Water System</b>	<b>1630038</b>	Rocky Creek

Montgomery	<b>Crystal Springs Subdivision</b>	<b>1700331</b>	Crystal Springs
	<b>Decker Hills</b>	<b>1700386</b>	Champions Glen, Decker Hills, Hidden Lake Estates, Inverness Crossing, Park Place, Dry Creek Business Center, Harden Store Marketplace
	<b>Hulon Lakes Subdivision</b>	<b>1700014</b>	Hilltop Village, Woodcreek Valley, Hulon Lakes
	<b>Oak Woods Water System</b>	<b>1700454</b>	Oak Woods, North Forest
	<b>Serenity Woods Subdivision</b>	<b>1700483</b>	Pine Loch, Serenity Woods
Parker	<b>Green Acres Water system</b>	<b>1840120</b>	Green Acres, Robertson Village, The Fields of Peaster
	<b>Spanish Park Subdivision</b>	<b>1840026</b>	Spanish Park Estates
	<b>Western Lake Estates</b>	<b>1840014</b>	Cedar Ridge (Formerly Ruby Ridge), Brazos Ridge Estates, Western Lake Estates
	<b>Westview Enterprises</b>	<b>1840105</b>	Westview
Polk	<b>Chesswood Water System</b>	<b>1870088</b>	Chesswood
	<b>Country Wood Water System</b>	<b>1870138</b>	Country Wood
	<b>Garden Acres Subdivision Water System</b>	<b>1870160</b>	Garden Acres
	<b>Longhorn Valley</b>	<b>1870152</b>	Longhorn Valley
	<b>Oak Terrace Estates Water System</b>	<b>1870055</b>	Oak Terrace Estates, Livingston Air Park
	<b>Phillips Acres</b>	<b>1870146</b>	Phillips Acres
	<b>Pinwah Pines Estates</b>	<b>1870130</b>	Pinwah Pines
San Jacinto	<b>Blue Water Cove</b>	<b>2040059</b>	Blue Water Cove, Livingston Lakeside RV Park
	<b>Cedar Valley Subdivision</b>	<b>2040045</b>	Cedar Valley
	<b>Coldspring Terrace Water System</b>	<b>2040031</b>	Coldspring Terrace
	<b>Governors Point</b>	<b>2040008</b>	Governors Point
	<b>Holiday Villages of Livingston</b>	<b>2040067</b>	Hidden Coves, Holiday Village of Livingston, Palmetto Point
	<b>Shepherd Hill Estates</b>	<b>2040061</b>	Shepherd Hills Estates, Shepherd Ranch Estates
Smith	<b>Lakeway Harbor Subdivision</b>	<b>2120064</b>	Lakeway Harbor
	<b>Pine Trail Shores</b>	<b>2120035</b>	Pine Trail Shores
Tarrant	<b>Benbrook Hills</b>	<b>2200313</b>	Benbrook Hills
	<b>Markum Ranch Estates</b>	<b>2200281</b>	Markum Ranch Estates
	<b>Silver Saddle Acres</b>	<b>2200299</b>	Silver Saddle Acres, W. 20 Business Park
	<b>Westside Rural WSC</b>	<b>2200079</b>	Gun Club, Cabot Estates, Willow Creek Additions, Westside Addition
Travis	<b>Inverness Point Water System</b>	<b>2270102</b>	Crosswind, Hidden Hills, Inverness Point, Lakehurst, The Summit at Lake Travis
Trinity	<b>Harbor Point</b>	<b>2280035</b>	Harbor Point
Tyler	<b>Ivanhoe Land of Lakes***</b>	<b>2290010</b>	Ivanhoe Land of Lakes
Van Zandt	<b>Callender Lake</b>	<b>2340007</b>	Callender Lake, Hickory Hills



Wise	<b>Aurora Vista</b>	<b>2490051</b>	Aurora Vista**
	<b>Chisholm Hills Estates</b>	<b>2490044</b>	Chisholm Hills
	<b>Coyote Ridge Addition</b>	<b>2490053</b>	Coyote Ridge
	<b>Hills of Oliver Creek</b>	<b>2490046</b>	Hills of Oliver Creek
	<b>Las Brisas</b>	<b>n/a</b>	Las Brisas Estates
	<b>Sage Brush Estates</b>	<b>2490058</b>	Sage Brush Estates
	<b>Sky View Ranch Estates</b>	<b>2490061</b>	Sky View Ranch
	<b>Windmill Trail</b>	<b>2490050</b>	Windmill Trail
Wood	<b>Holiday Villages of Fork</b>	<b>2500058</b>	Holiday Villages of Fork

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

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

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

SECTION 1.0

Section 1.01 – Rates

**Monarch - RATES effective 06-01-2021**

METER SIZE	MONTHLY MINIMUM CHARGE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough – all usage	\$2.34
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

Income Qualified Elderly Customers 65 years of age or older

Effective Date: 06-01-2021

Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8"	\$28.37	\$6.48 per 1,000 gallons from 0 to 2,000 gallons \$7.98 per 1,000 gallons from 2,001 to 10,000 gallons \$9.05 per 1,000 gallons from 10,001 to 20,000 gallons \$9.64 per 1,000 from 20,001 and thereafter

## SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2021 (Phase 1 of 7)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$13.97	0 to 2,000	\$0.93
5/8"x3/4"	\$13.97		
3/4"	\$20.96	2,001 to 10,000	\$4.67
1"	\$34.93		
1½"	\$69.86	10,001 to 20,000	\$4.82
2"	\$111.78		
3"	\$209.59	over 20,000	\$4.91
4"	\$349.32		
6"	\$698.64	Purchased Water Passthrough – all usage	\$2.34
8"	\$1,117.83		
10"	\$1,606.88		
12"	\$3,004.16		

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2022 (Phase 2 of 7)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$19.71	0 to 2,000	\$1.85
5/8"x3/4"	\$19.71		
3/4"	\$29.56	2,001 to 10,000	\$5.22
1"	\$49.26		
1½"	\$98.53	10,001 to 20,000	\$5.53
2"	\$157.65		
3"	\$295.59	over 20,000	\$5.70
4"	\$492.64		
6"	\$985.29	Purchased Water Passthrough – all usage	\$2.34
8"	\$1,576.46		
10"	\$2,266.16		
12"	\$4,236.73		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2023 (Phase 3 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.44	0 to 2,000	\$2.78
5/8"x3/4"	\$25.44		
3/4"	\$38.16	2,001 to 10,000	\$5.77
1"	\$63.60		
1½"	\$127.19	10,001 to 20,000	\$6.23
2"	\$203.51		
3"	\$381.58	over 20,000	\$6.49
4"	\$635.96		
6"	\$1,271.93	Purchased Water Passthrough – all usage	\$2.34
8"	\$2,035.09		
10"	\$2,925.44		
12"	\$5,469.29		

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2024 (Phase 4 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$31.17	0 to 2,000	\$3.70
5/8"x3/4"	\$31.17		
3/4"	\$46.76	2,001 to 10,000	\$6.33
1"	\$77.93		
1½"	\$155.86	10,001 to 20,000	\$6.94
2"	\$249.37		
3"	\$467.57	over 20,000	\$7.27
4"	\$779.29		
6"	\$1,558.57	Purchased Water Passthrough – all usage	\$2.34
8"	\$2,493.71		
10"	\$3,584.71		
12"	\$6,701.86		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2025 (Phase 5 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$36.90	0 to 2,000	\$4.63
5/8"x3/4"	\$36.90		
3/4"	\$55.36	2,001 to 10,000	\$6.88
1"	\$92.26		
1½"	\$184.52	10,001 to 20,000	\$7.64
2"	\$295.23		
3"	\$553.56	over 20,000	\$8.06
4"	\$922.61		
6"	\$1,845.21	Purchased Water Passthrough – all usage	\$2.34
8"	\$2,952.34		
10"	\$4,243.99		
12"	\$7,934.42		

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2026 (Phase 6 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$42.64	0 to 2,000	\$5.55
5/8"x3/4"	\$42.64		
3/4"	\$63.96	2,001 to 10,000	\$7.43
1"	\$106.59		
1½"	\$213.19	10,001 to 20,000	\$8.35
2"	\$341.10		
3"	\$639.56	over 20,000	\$8.85
4"	\$1,065.93		
6"	\$2,131.86	Purchased Water Passthrough – all usage	\$2.34
8"	\$3,410.97		
10"	\$4,903.27		
12"	\$9,166.99		

## SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Villas of Willowbrook) - RATES effective 06-01-2027 (Phase 7 of 7)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough – all usage	\$2.34
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Inverness Point Water System) - RATES effective 06-01-2021**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50		
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Oak Village North, Stage Coach Hills) - RATES Effective 06-01-2021**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85		
2"	\$386.96	10,001 to 20,000	\$9.05
3"	\$725.55		
4"	\$1,209.25	over 20,000	\$9.64
6"	\$2,418.50		
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55	Purchased Water Passthrough	See below

Passthrough for Bavarian Hills, Cascade Mobile Home Park, Coolcrest Water System, Country Springs Water Company, Garden Oaks, Oaks North Mobile Home Estates, Oak Village North, Stagecoach Hills:

Green Valley Special Utility District (SUD).....\$0.3278 per 1000 gallons

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

Where:

G = pass-through gallonage charge

Y = cost of purchased water per Green Valley SUD for the most recent 12-month period

GP = total gallons purchased and produced (from well) for the most recent 12-month period

The pass-through gallonage charge must be trued up every twelve months, with a maximum line loss of 0.15.

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

$$M = B/C$$

Where:

M = pass-through monthly base charge

B = base fee from San Antonio Water System

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

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



SECTION 1.0 RATE SCHEDULE (continued)

Passthrough for Cascade Mobile Home Park:

Cow Creek Groundwater Conservation District (GCD).....\$0.4125 per month

$$M = Y/C$$

Where:

M = pass-through monthly base charge

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

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

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

Passthrough for Coolcrest Water System:

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

$$M = F/C$$

Where:

M = pass-through monthly charge

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

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

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

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

Trinity Glen Rose GCD.....\$0.1082 per 1000 gallons

$$G = B/(1 - L)$$

Where:

G = gallonage charge

B = per thousand gallon charge from Trinity Glen Rose GCD

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

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

Passthrough for Oak Village North:

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.

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend Estates, Windmill Ranch Subdivision) - RATES Effective 06-01-2021**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough	See below
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

**Passthrough for Enchanted River Estates, Oakview Water System, Rim Rock Ranch, River Bend, Windmill Ranch Subdivision:**

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

$B = Y/C$

Where:

B = monthly base charge

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

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

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

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

**Passthrough for Rim Rock Ranch, Windmill Ranch Subdivision:**

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

$G = B/(1 - L)$

Where:

G = gallonage charge

B = per thousand gallon charge from Comal Trinity GCD

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.

SECTION 1.0 RATE SCHEDULE (continued)

**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 06-01-2021 (Phase 1 of 4)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$35.62	0 to 2,000	\$3.98
5/8"x3/4"	\$35.62		
3/4"	\$53.43	2,001 to 10,000	\$4.85
1"	\$89.05		
1½"	\$178.10	10,001 to 20,000	\$5.46
2"	\$284.96		
3"	\$534.30	over 20,000	\$5.91
4"	\$890.50		
6"	\$1,781.00		
8"	\$2,849.60		
10"	\$4,096.30	Purchased Water Passthrough	See below
12"	\$7,658.30		

**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 06-01-2022 (Phase 2 of 4)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.87	0 to 2,000	\$4.81
5/8"x3/4"	\$39.87		
3/4"	\$59.81	2,001 to 10,000	\$5.90
1"	\$99.68		
1½"	\$199.35	10,001 to 20,000	\$6.66
2"	\$318.96		
3"	\$598.05	over 20,000	\$7.15
4"	\$996.75		
6"	\$1,993.50		
8"	\$3,189.60		
10"	\$4,585.05	Purchased Water Passthrough	See below
12"	\$8,572.05		

SECTION 1.0 RATE SCHEDULE (continued)

**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 06-01-2023 (Phase 3 of 4)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$44.12	0 to 2,000	\$5.65
5/8"x3/4"	\$44.12		
3/4"	\$66.18	2,001 to 10,000	\$6.94
1"	\$110.30		
1½"	\$220.60	10,001 to 20,000	\$7.85
2"	\$352.96		
3"	\$661.80	over 20,000	\$8.40
4"	\$1,103.00		
6"	\$2,206.00	Purchased Water Passthrough	See below
8"	\$3,529.60		
10"	\$5,073.80		
12"	\$9,485.80		

**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 06-01-2024 (Phase 4 of 4)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough	See below
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

SECTION 1.0 RATE SCHEDULE (continued)

Passthrough for Cedar Springs MHP, Center Point, Heritage Park Water System, Hills and Dales, Montebello Estates, Platten Creek Water System, Rocky Creek Subdivision Water System, Silver Creek, Southern Hills, Verde Park Estates, Vista Hills, Woodhaven Mobile Home Park, Oak Ridge Estates Water System, Windwood Oaks 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 twelve months, with a maximum line loss of 0.15

Passthrough for Platten Creek Water System:

Cow Creek GCD.....\$0.3604 per month

$$M = Y/C$$

Where:

M = pass-through monthly base charge

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

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

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

Passthrough for Rocky Creek Subdivision Water System:

Edwards Aquifer Authority.....\$1.7949 per month

$$M = F/C$$

Where:

M = pass-through monthly charge

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

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

CALCULATION:

$$M = (\$840/12)/C$$

$$M = \$70/C$$

$$M = \$70.00/39 = \$1.7949$$

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

## SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Westwood Water System) - RATES effective 06-01-2021 (Phase 1 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$36.76	0 to 2,000	\$2.25
5/8"x3/4"	\$36.76		
3/4"	\$55.13	2,001 to 10,000	\$2.98
1"	\$91.89		
1½"	\$183.78	10,001 to 20,000	\$3.71
2"	\$294.05		
3"	\$551.34	over 20,000	\$4.96
4"	\$918.90		
6"	\$1,837.80	Purchased Water Passthrough	See below
8"	\$2,940.48		
10"	\$4,226.94		
12"	\$7,902.54		

**Monarch (Westwood Water System) - RATES effective 06-01-2022 (Phase 2 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.80	0 to 2,000	\$3.31
5/8"x3/4"	\$39.80		
3/4"	\$59.70	2,001 to 10,000	\$4.23
1"	\$99.51		
1½"	\$199.01	10,001 to 20,000	\$5.04
2"	\$318.42		
3"	\$597.03	over 20,000	\$6.13
4"	\$995.05		
6"	\$1,990.10	Purchased Water Passthrough	See below
8"	\$3,184.16		
10"	\$4,577.23		
12"	\$8,557.43		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Westwood Water System) - RATES effective 06-01-2023 (Phase 3 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$42.73	0 to 2,000	\$4.36
5/8"x3/4"	\$42.73		
3/4"	\$64.10	2,001 to 10,000	\$5.48
1"	\$106.84		
1½"	\$213.67	10,001 to 20,000	\$6.38
2"	\$341.87		
3"	\$641.01	over 20,000	\$7.30
4"	\$1,068.35		
6"	\$2,136.70	Purchased Water Passthrough	See below
8"	\$3,418.72		
10"	\$4,914.41		
12"	\$9,187.81		

**Monarch (Westwood Water System) - RATES effective 06-01-2024 (Phase 4 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$45.67	0 to 2,000	\$5.42
5/8"x3/4"	\$45.67		
3/4"	\$68.50	2,001 to 10,000	\$6.73
1"	\$114.17		
1½"	\$228.33	10,001 to 20,000	\$7.71
2"	\$365.33		
3"	\$684.99	over 20,000	\$8.47
4"	\$1,141.65		
6"	\$2,283.30	Purchased Water Passthrough	See below
8"	\$3,653.28		
10"	\$5,251.59		
12"	\$9,818.19		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Westwood Water System) - RATES effective 06-01-2025 (Phase 5 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough	See below
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

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 twelve months, with a maximum line loss of 0.15.



SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Western Trails Subdivision) - RATES effective 06-01-2021 (Phase 1 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$29.37	0 to 2,000	\$3.58
5/8"x3/4"	\$29.37		
3/4"	\$44.06	2,001 to 10,000	\$3.88
1"	\$73.43		
1½"	\$146.85	10,001 to 20,000	\$4.10
2"	\$234.96		
3"	\$440.55	over 20,000	\$4.22
4"	\$734.25		
6"	\$1,468.50	Purchased Water Pass-through	\$0.00
8"	\$2,349.60		
10"	\$3,377.55		
12"	\$6,314.55		

**Monarch (Western Trails Subdivision) - RATES effective 06-01-2022 (Phase 2 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$34.12	0 to 2,000	\$4.31
5/8"x3/4"	\$34.12		
3/4"	\$51.18	2,001 to 10,000	\$4.91
1"	\$85.30		
1½"	\$170.60	10,001 to 20,000	\$5.34
2"	\$272.96		
3"	\$511.80	over 20,000	\$5.57
4"	\$853.00		
6"	\$1,706.00	Purchased Water Pass-through	\$0.00
8"	\$2,729.60		
10"	\$3,923.80		
12"	\$7,335.80		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Western Trails Subdivision) - RATES effective 06-01-2023 (Phase 3 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$38.87	0 to 2,000	\$5.03
5/8"x3/4"	\$38.87		
3/4"	\$58.31	2,001 to 10,000	\$5.93
1"	\$97.18		
1½"	\$194.35	10,001 to 20,000	\$6.57
2"	\$310.96		
3"	\$583.05	over 20,000	\$6.93
4"	\$971.75		
6"	\$1,943.50	Purchased Water Pass-through	\$0.00
8"	\$3,109.60		
10"	\$4,470.05		
12"	\$8,357.05		

**Monarch (Western Trails Subdivision) - RATES effective 06-01-2024 (Phase 4 of 5)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$43.62	0 to 2,000	\$5.76
5/8"x3/4"	\$43.62		
3/4"	\$65.43	2,001 to 10,000	\$6.96
1"	\$109.05		
1½"	\$218.10	10,001 to 20,000	\$7.81
2"	\$348.96		
3"	\$654.30	over 20,000	\$8.28
4"	\$1,090.50		
6"	\$2,181.00	Purchased Water Pass-through	\$0.00
8"	\$3,489.60		
10"	\$5,016.30		
12"	\$9,378.30		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Western Trails Subdivision) - RATES effective 06-01-2025 (Phase 5 of 5)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Pass-through	\$0.00
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

## SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Dal-High Water System) - RATES effective 06-01-2021 (Phase 1 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$20.62	0 to 2,000	\$0.93
5/8"x3/4"	\$20.62		
3/4"	\$30.94	2,001 to 10,000	\$2.43
1"	\$51.56		
1½"	\$103.12	10,001 to 20,000	\$2.58
2"	\$164.99		
3"	\$309.36	over 20,000	\$2.66
4"	\$515.61		
6"	\$1,031.21		
8"	\$1,649.94		
10"	\$2,371.79		
12"	\$4,434.22		

**Monarch (Dal-High Water System) - RATES effective 06-01-2022 (Phase 2 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$25.25	0 to 2,000	\$1.85
5/8"x3/4"	\$25.25		
3/4"	\$37.87	2,001 to 10,000	\$3.35
1"	\$63.12		
1½"	\$126.24	10,001 to 20,000	\$3.66
2"	\$201.99		
3"	\$378.73	over 20,000	\$3.83
4"	\$631.21		
6"	\$1,262.43		
8"	\$2,019.89		
10"	\$2,903.59		
12"	\$5,428.44		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Dal-High Water System) - RATES effective 06-01-2023 (Phase 3 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$29.87	0 to 2,000	\$2.78
5/8"x3/4"	\$29.87		
3/4"	\$44.81	2,001 to 10,000	\$4.28
1"	\$74.68		
1½"	\$149.36	10,001 to 20,000	\$4.74
2"	\$238.98		
3"	\$448.09	over 20,000	\$4.99
4"	\$746.82		
6"	\$1,493.64		
8"	\$2,389.83		
10"	\$3,435.38		
12"	\$6,422.66		

**Monarch (Dal-High Water System) - RATES effective 06-01-2024 (Phase 4 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$34.50	0 to 2,000	\$3.70
5/8"x3/4"	\$34.50		
3/4"	\$51.75	2,001 to 10,000	\$5.20
1"	\$86.24		
1½"	\$172.49	10,001 to 20,000	\$5.81
2"	\$275.98		
3"	\$517.46	over 20,000	\$6.15
4"	\$862.43		
6"	\$1,724.86		
8"	\$2,759.77		
10"	\$3,967.17		
12"	\$7,416.89		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Dal-High Water System) - RATES effective 06-01-2025 (Phase 5 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$39.12	0 to 2,000	\$4.63
5/8"x3/4"	\$39.12		
3/4"	\$58.68	2,001 to 10,000	\$6.13
1"	\$97.80		
1½"	\$195.61	10,001 to 20,000	\$6.89
2"	\$312.97		
3"	\$586.82	over 20,000	\$7.31
4"	\$978.04		
6"	\$1,956.07		
8"	\$3,129.71		
10"	\$4,498.96		
12"	\$8,411.11		

**Monarch (Dal-High Water System) - RATES effective 06-01-2026 (Phase 6 of 7)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$43.75	0 to 2,000	\$5.55
5/8"x3/4"	\$43.75		
3/4"	\$65.62	2,001 to 10,000	\$7.05
1"	\$109.36		
1½"	\$218.73	10,001 to 20,000	\$7.97
2"	\$349.97		
3"	\$656.19	over 20,000	\$8.48
4"	\$1,093.64		
6"	\$2,187.29		
8"	\$3,499.66		
10"	\$5,030.76		
12"	\$9,405.33		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Dal-High Water System) - RATES effective 06-01-2027 (Phase 7 of 7)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50		
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

## SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Oak Terrace Estates Water System) - RATES effective 06-01-2021 (Phase 1 of 3)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$45.12	0 to 2,000	\$4.16
5/8"x3/4"	\$45.12		
3/4"	\$67.69	2,001 to 10,000	\$4.66
1"	\$112.81		
1½"	\$225.62	10,001 to 20,000	\$5.02
2"	\$360.99		
3"	\$676.85	over 20,000	\$5.21
4"	\$1,128.08		
6"	\$2,256.17		
8"	\$3,609.87		
10"	\$5,189.18		
12"	\$9,701.52		

**Monarch (Oak Terrace Estates Water System) - RATES effective 06-01-2022 (Phase 2 of 3)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$46.75	0 to 2,000	\$5.32
5/8"x3/4"	\$46.75		
3/4"	\$70.12	2,001 to 10,000	\$6.32
1"	\$116.87		
1½"	\$233.73	10,001 to 20,000	\$7.03
2"	\$373.97		
3"	\$701.20	over 20,000	\$7.43
4"	\$1,168.67		
6"	\$2,337.33		
8"	\$3,739.73		
10"	\$5,375.87		
12"	\$10,050.53		



SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Oak Terrace Estates Water System) - RATES effective 06-01-2023 (Phase 3 of 3)**

<b>METER SIZE</b>	<b>MONTHLY BASE RATE (includes 0 gallons)</b>	<b>GALLONAGE TIER</b>	<b>CHARGE PER 1,000 GALLONS</b>
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50		
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Huntington Estates) - RATES effective 06-01-2021 (Phase 1 of 3)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$45.76	0 to 2,000	\$4.26
5/8"x3/4"	\$45.76		
3/4"	\$68.64	2,001 to 10,000	\$5.73
1"	\$114.39		
1½"	\$228.78	10,001 to 20,000	\$7.22
2"	\$366.05		
3"	\$686.35	over 20,000	\$9.93
4"	\$1,143.92		
6"	\$2,287.83	Purchased Water Passthrough	See below
8"	\$3,660.53		
10"	\$5,262.02		
12"	\$9,837.68		

**Monarch (Huntington Estates) - RATES effective 06-01-2022 (Phase 2 of 3)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$47.06	0 to 2,000	\$5.37
5/8"x3/4"	\$47.06		
3/4"	\$70.60	2,001 to 10,000	\$6.85
1"	\$117.66		
1½"	\$235.32	10,001 to 20,000	\$8.13
2"	\$376.51		
3"	\$705.95	over 20,000	\$9.78
4"	\$1,176.58		
6"	\$2,353.17	Purchased Water Passthrough	See below
8"	\$3,765.07		
10"	\$5,412.28		
12"	\$10,118.62		

SECTION 1.0 RATE SCHEDULE (continued)

**Monarch (Huntington Estates) - RATES effective 06-01-2023 (Phase 3 of 3)**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Passthrough	See below
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

Passthrough for Huntington Estates:

Barton Springs Edwards Aquifer.....\$2.0569 per month

$$G = T/C$$

$$T = ((R \times P) + F)/12$$

Where:

G = pass-through charge, rounded to the nearest one cent

T = monthly charge to utility

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

R = gallonage charge (per 1,000 gallons)

P = permitted gallonage (in thousands of gallons)

F = annual permit fee

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

SECTION 1.0 RATE SCHEDULE (continued)

**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 06-01-2021**

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48.37	0 to 2,000	\$6.48
5/8"x3/4"	\$48.37		
3/4"	\$72.56	2,001 to 10,000	\$7.98
1"	\$120.93		
1½"	\$241.85	10,001 to 20,000	\$9.05
2"	\$386.96		
3"	\$725.55	over 20,000	\$9.64
4"	\$1,209.25		
6"	\$2,418.50	Purchased Water Pass-through	\$0.00
8"	\$3,869.60		
10"	\$5,562.55		
12"	\$10,399.55		

Income Qualified Elderly Customers 65 years of age or older  
Effective Date: 06-01-2021

Meter Size	Monthly Minimum Charge (includes 0 gallons)	Gallonage Charge
5/8"	\$28.37	\$6.48 per 1,000 gallons from 0 to 2,000 gallons \$7.98 per 1,000 gallons from 2,001 to 10,000 gallons \$9.05 per 1,000 gallons from 10,001 to 20,000 gallons \$9.64 per 1,000 from 20,001 and thereafter