Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.
Please list any additional special service needs not listed above.
Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.
Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.
Please describe how the utility may access the property during evaluation of application.

### Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

EXHIBIT D

Response to Staff's First RFI

### **Required Fees**

Applicant is required to pay a Non-Standard Service Investigation Fee of \$\_\_\_\_\_\_ to the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. Once the Feasibility study has been received from the engineer it is valid for 60 days. After 60 days, another feasibility and payment will be required. The Corporation will refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

### Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted, and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company	For Corporation Use Only
	Date application received
Signature of Authorized Representative	Amount Fees Paid / Date Paid
Date	Signature PWSC staff member

## PARKER WATER SUPPLY CORPORATION NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS
COUNTY OF
THIS CONTRACT is made and entered into by and between
hereinafter referred to as "Applicant", and Parker Water Supply Corporation, hereinafter referred to
as "PWSC" or "Corporation".
WHEREAS, Applicant is engaged in developing that certain acres of land
in , County, Texas, more particularly known as the
subdivision, according to the plat thereof recorded at Vol, Page of the Plat Records of
County, Texas, said land being hereinafter referred to as "the Property"; and,
WHEREAS, PWSC owns and operates a water system which supplies potable water for
human consumption and other domestic uses to customers within its service area; and,
WHEREAS, Applicant has requested PWSC to provide such water service to the Property
through an extension of PWSC's water system, which includes all on-site and off-site service
facilities to meet the level and manner of service requested by the Applicant, such extension being
hereinafter referred to as "the Water System Extension"; NOW THEREFORE:
KNOW ALL MEN BY THESE PRESENTS:
THAT for and in consideration for the mutual promises hereinafter expressed, and other good and
valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant
and PWSC agree and contract as follows:

### 1. Engineering and Design of the Water System Extension.

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the PWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by PWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the PWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to PWSC by the Applicant. PWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the PWSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

### 2. Required Sites, Easements or Rights-of-Way.

(a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

- (b) Any easements acquired by the Applicant shall be in a form approved by the PWSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to PWSC upon proper completion of the construction of the Water System Extension.
- (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to PWSC must be approved by PWSC's attorney.

### 3. Construction of the Water System Extension

- (a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the PWSC. PWSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. PWSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to PWSC of the date on which construction is scheduled to begin so that PWSC may assign an inspector. PWSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

### 4. <u>Dedication of Water System Extension to PWSC.</u>

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by PWSC, the Water System Extension shall become the property of the PWSC. The Water System Extension shall thereafter be owned and maintained by PWSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the PWSC.
- (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for \_\_\_\_\_ months following the date of the transfer.

### 5. Cost of the Water System Extension.

- (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
  - (1) engineering and design;
  - (2) easement or right -of-way acquisition;
  - (3) construction;
  - (4) inspection;
  - (5) attorneys' fees; and
  - (6) governmental or regulatory approvals required to lawfully provide service.
  - (7) Applicant shall indemnify PWSC and hold PWSC harmless from all of the foregoing costs.
- (b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by PWSC.
- (c) If PWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of PWSC, PWSC shall

reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the PWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to PWSC.

### 6. Service From the Water System Extension.

- (a) After proper completion and dedication of the Water System Extension to PWSC, PWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of PWSC and the payment of the following:
  - (1) All standard rates, fees and charges as reflected in PWSC's approved tariff;
  - (2) Any applicable Equity Buy-In fee adopted by PWSC;
- (b) It is understood and agreed by the parties that the obligation of PWSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of PWSC is obtained, the Applicant shall not:
  - (1) construct or install additional water lines or facilities to service areas outside the Property;
  - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
  - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

### 7. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

### 8. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the PWSC shall be addressed:

### Parker Water Supply Corporation 7001 County Road 1200 Cleburne Texas 76031

Any notice mailed to Applicant shall be addressed:		

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph

### 9. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

### 10. Third Parties.

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

### 11. Captions.

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

### 12. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

### 13. Mediation. [Optional]

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

### 14. <u>Litigation Expenses</u>.

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

### 15. **Intent.**

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

### 16. **Multiple Originals**.

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

### 17. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

#### 18. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

### 19. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

	20.	Am	end	m	en	t.
--	-----	----	-----	---	----	----

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the PWSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21.	Gover	ning	Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in \_\_\_\_\_\_County, Texas.

### 22. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Johnson County, Texas.

### 23. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

### 24. Assignability.

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the PWSC.

### 25. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

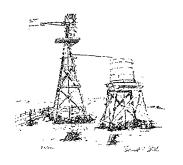
IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Parker Water Supply Corporation	APPLICANT
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT D

Response to Staff's First RFI

## SECTION J. MISCELLANEOUS TRANSACTION FORMS



## Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

## PARKER WATER SUPPLY CORPORATION ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

MEMBERS NAME:	Meter#
MEMBERS ADDRESS:	ACCOUNT #
MEMBERS EMAIL ADDRESS:	PHONE #
I hereby authorize Parker Water Supply Coperson(s) and address below until further written	orporation to send all billings on my account to the notice:
Renters Name:	
Service location address:	
Renters Mailing address:	
_	I will be given notice by the Corporation of all ion of service. A notification fee shall be charged to
·	be canceled at this location, thereby discontinuing Corporation will provide the above listed person prior to the scheduled disconnection date.
·	hat this account balance is kept current, as is any hall not be reinstated until all debt on the account
	Member Signature
	Date

### PARKER WATER SUPPLY CORPORATION CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN **UTILITY RECORDS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

### IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

City, State, Zip Code

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to: Parker WSC

> 7001 County Road 1200 Cleburne, TX 76031

Your response is not necessary if you do not want this service.

### WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

### **Detach and Return This Section** I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential. I have enclosed my payment of \$ .00 for this service. Name of Account Holder Account Number Address Area Code/Telephone Number

Signature

# CUSTOMER NOTICE OF WATER USE RESTRICTIONS PARKER WATER SUPPLY CORPORATION DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE:	_
TO: Customers of Parker Water	Supply Corporation
FROM:	, Manager, PWSC
water needs. Therefore, under or Plan on file with the Texas Cor	ring the past weeks, our system is unable to meet the demand of all ur Drought Contingency and Emergency Water Demand Management mmission on Environmental Quality, Stage and will be in effect no later than ntil the situation improves.
Stage allocation restricts ye	our water use as follows:
be levied against you and place Subsequent violations may restrict cause for a variance from this address above. A complete co	penalties and measures contained in the Corporation's tariff that may ced on your account(s) if you are found violating this allocation all in temporary termination of service. If you feel you have good water use restrictions program, please contact us in writing at the copy of our approved Drought Contingency and Emergency Water railable for review at our business office. A copy may be obtained for
Corporation Official	
Title:	

Page 151 of 207

# CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF PARKER WARTER SUPPLY CORPORATION DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE:	
FROM:	, Corporation Official, PWSC
TO:	, you are hereby notified that on it was estrictions on your water use that are required under the and Emergency Water Demand Management Plan. Specifically,
Notice of Water Use Restrictions sent to CUSTOMER NOTICE OF WATER US Corporation's Tariff, you are hereby Corporation's business office no la 20 Failure to pay this penalt water service WITHOUT FURTH	on. You are hereby notified of a violation of the Corporation's to all customers on (see attached [ATTACH COPY OF USE RESTRICTIONS]). Accordingly, and as provided in the directed to pay a penalty of \$, to be received in the atter than a. m. / p. m., by this date and time will result in disconnection of your HER NOTICE. Any further reconnection will require for the service call to restore service.
Corporation's Water Use Restrictio	and more severe, penalty for any future violation(s) of the ons following this Notice. Continued violations may result in egardless of whether you pay the penalties assessed for these
1 11	on's approved Drought Contingency and Emergency Water vailable for your review at our business office. A copy of the randard copying charges.
The conservation of our water resource We appreciate your cooperation.	es is an important responsibility of all members and customers.
Corporation Official	
Title:	

# CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY OF PARKER WATER SUPPLY CORPORATION DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE:	
FROM:	, Corporation Official, Parker WSC
	, you are hereby notified that on it was the restrictions on your water use that are required under the ency and Emergency Water Demand Management Plan. Specifically,
attached [ATTACH COPY Of provided in the Corporation's received in the Corporation's by 20 Failure to pay this water service WITHOUT F	on. You were notified of a previous violation on (see F CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as Tariff, you are hereby directed to pay a penalty of \$, to be usiness office no later than a. m. / p. m., penalty by this date and time will result in disconnection of your FURTHER NOTICE. Any further reconnection will require charge for the service call to restore service.
of Violation. You will be assess the Corporation's Water Use	o restrict your water use as directed in the Corporation's first Notice sed an additional, and more severe, penalty for any violation(s) of Restrictions following this Notice. Continued violations may result service regardless of whether you pay the penalties assessed for these
1 17 11	ed Drought Contingency and Emergency Water demand Management review at our business office. A copy of the Plan may be obtained on larges.
The conservation of our water r We appreciate your cooperation	esources is an important responsibility of all members and customers.
Corporation Official	
Title	

# CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY OF PARKER WATER SUPPLY CORPORATION DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE:	
FROM:	, Corporation Official, PWSC
	, you are hereby notified that on it was location restricting your water use which is required under the and Emergency Water Demand Plan. Specifically, [DESCRIBE
you were assessed a penalty for your	of the restrictions on your water use that must be followed, and r second violation which occurred on (see attached ER NOTICE OF SECOND VIOLATION AND PENALTY]).
severe, penalty if the violation of Accordingly, you are hereby dire Corporation's business office 20 Failure disconnection of your water service.	advised you that you would be assessed an additional, and more continued. This is required under the Corporation's Tariff. ected to pay a penalty of \$, to be received in the no later than a. m. / p. m., to pay this penalty by this date and time will result in ice WITHOUT FURTHER NOTICE. Any reconnection will a charge for the service call to restore service.
water that will flow through your m equipment and shall be paid by the	nstall a flow restricting device, which will limit the amount of neter. The costs of this procedure will be for the actual work and e customer. Removal of this device will be considered Meter nection of service without further notice.
first notice to you. You have been will be assessed for additional v SERVICE WILL BE TERMINA	liately to restrict your water use as directed in the Corporation's directed to do so previously. Additional penalties violations. In addition to these penalties, YOUR WATER ATED FOR A PERIOD OF THREE (3) DAYS FOR ANY gardless of whether you pay the penalties assessed for these
Your prompt attention to this matter its members.	will be appreciated by the Parker Water Supply Corporation and
Corporation Official	
Title	

EXHIBIT D

Response to Staff's First RFI

# NOTICE OF DISCONNECTION FOR VIOLATION OF PARKER WATER SUPPLY CORPORATION DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE:	_
FROM:	, Corporation Official, Parker WSC
	, you are hereby notified that on it was restrictions on your water use that are required under the and Emergency Water Demand Management Plan. Specifically,
	ions. You previously have been notified of violations on , and . Because these violations
be disconnected onand only after payment of all applicate	, and Because these violations or Section H of the Corporation's Tariff, your water service will Your service will not be restored until ble charges, fees for the service call to restore your service and ditional violations thereafter will result in additional suspensions
	on of the water use restrictions required under the Corporation's Water Demand Plan have led to this action.
Corporation Official	
Title	



## Parker Water Supply Corporation

	7001 County Road 1200
	Cleburne, Texas 76031
	Office (817) 373-2666 • Fax (817) 373-2495
seem to the seems of the seems	
TO.	D .
TO:	Date:
	-
	_
Account #	Certificate #
Parker Water Supply Corporation	n is giving NOTICE TO MEMBER OF METER DISCONNECTION
Service Address:	
Under the Parker Water Supply C	Corporation's Tariff of and Regulations, Sheet No. <b>E-a5(b),</b>
<del>-</del>	r attention that you may have more than (1) on residents
connected to a meter.	
This is a violation of Parke 15(b) and Texas Commission on	er Water Supply Corporation, Tariff of Rules and Regulations, <b>E- Environmental Rules.</b>
You are in danger of losing your	membership.
(30) day notice. Before the thirty	ut one resident per meter immediately. We are giving you a thirty (30) are up you will need to contact the Parker Water Supply and sconnected from the other residents.
If the other residents are going to have another meter set.	o be occupied, you will need to purchase another membership and
If you have any questions, please weekdays.	e call 817-373-2666 between the hours of 8:00 a.m. and 5:00 p.m.,
	Very truly yours,
	Parker Water Supply Corporation
	Corporation Official
	Title



### Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

### PARKER WATER SUPPLY CORPORATION DEFERRED PAYMENT AGREEMENT

	By execution of this Agreement, the undersigned Member agrees to payment of outstandi	ing
debt f	or water utility service as set forth below:	

(1	1) Member is indebted to Parker WSC in the am customers side of meter.	ount of \$	_ for a water loss on
(2	2) Parker WSC gave Member notices that water	service would be termi	nated if \$
	was not paid by		
(3	3) Member is unable to pay such amount by said	date.	
(4	4) The parties want to enter into a deferred payr	nent agreement.	
TERMS (	OF AGREEMENT		
(1	1) The member & Board of Directors have agree amount of \$	d on months	s to pay the deferred
(2	2) Member agrees to pay \$ per note the deferred amount. The \$ we each month, beginning, 2 the same amount and regularly and most \$ has been paid in full.	rill be included with the opening of the control of	ne regular water bill ents will continue in
	<ul> <li>3) Member agrees to pay all additional charge deferred amount is paid as provided in (2) about 4) Parker WSC agrees not to terminate water performs the obligations under this agreemen</li> </ul>	ve. service to Member	as long as Member
DATED th	the day of, 20	•	
	Parker Wate	r Supply Corporation	
	Sherry Re	eeves/or authorized pe	rsonnel
Member	r Name Accou	ınt #	
	<del></del>		
	Plan is (circle one) 6 months, 12 months, 18 mont	•	
Number	of months of payout will be set according to amo	ount owed.	
Customer	er Signature Phon	e Number	<u></u>

## PARKER WATER SUPPLY CORPORATION INSTALLMENT AGREEMENT

AN AGREEMENT made this day of _ Supply Corporation, a corporation organized under the la Corporation) and Member).	ws of the State of	of Texas (here	inafter called	l the
By execution of this Agreement, the undersigned for water utility service, fees, and charges, as set  \$ (Equity Buy-In Fee, or other connection by the Corporation on any unpaid balance shall apply to the	forth in the C fee) is paid in fu	orporation's ull. Any fees n	Tariff, until	the
Failure to fulfill the terms of this Agreement s procedures as set forth in the Corporation's Tariff.	shall institute th	e Corporation	's disconnec	tion
APPROVED AND ACCEPTED this day monthly meeting of the Board of Directors of the Parker W	of Vater Supply Cor	, 20 poration.	_ at the reg	;ular
President, PWSC	Sec/Treasurer, P	WSC		
THE STATE OF TEXAS COUNTY OF	_			
IN WITNESS WHEREOF the said Member/Appliday of, 20	cant has executed	d this instrume	ent this	
BEFORE ME, the undersigned, a Notary Public in day personally appeared	, known	to me to be t	he person wh	hose
GIVEN UNDER MY HAND AND SEAL OF 20	OFFICE THIS	day of	·	;
	Member/Applie	cant Signature		
	Notary Signatu	re		
Notary Public in and forCounty, Texas				
Commission Expires / /				

## PARKER WATER SUPPLY CORPORATION LINE EXTENSION REFUND AGREEMENT

The Parker Water Supply Corporation Boa	rd affirms that	will be
compensated as provided in this Refund a	greement approved at the regular board	meeting on the
day of, 20, on a	prorated basis for construction costs for	the $\_\_\_$ feet
of inch line extension which have b	peen paid by	This will be
collected from all approved applicants requi	esting service from said line extension, to	o a maximum of
connections for a period not to exce	ed years from the day of _	in
the year of (date the line extension		*
time the Refund Agreement will expire and	the Corporation shall be under no furth	er obligation to
. The Corpor	ation shall transfer said compensation wi	thin days
of receipt.		
It is to understand that the Corneration will	secure this componentian through navy of	nustamar sarviaa
It is to understand that the Corporation will fees from applicants for service from said 1		
the compensation provided by this Refund A	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • • •
applicant requesting service from said lin	•	
Determination limiting the amount the Corp		
extension.	entition may entities approaches for service	e mom sara mie
This agreement entered into on the da	y in the year of by	<b>/</b> :
	, , ,	
Parker Water Supply Corporation		
al la Paris	<u> </u>	
Signed by President	Signed by Applicant	
address	address	
address	address	
city zip	city zi	n
2p	Oldy 24	P
Witness		
Data filad: /		

EXHIBIT D

Response to Staff's First RFI

THE STATE OF TEXAS, COUNTY OF		IN WITN	NESS WHEREOF the
said Member/Applicant and President of Parker	r Water Supply	Corporation has exe	ecuted this instrument
this day of, 20 BF	EFORE ME, the	undersigned, a Not	tary Public in and for
County and State of Texas, on this	day personally	appeared	and
known to me to be the	ne persons whos	se names are subscr	ibed to the foregoing
instrument, and acknowledged to me that he/she	they executed t	he same for the purp	oose and consideration
therein expressed.			
GIVEN UNDER MY HAND AND SEAL OF O	FFICE THIS _	day of	, 20
Notary Public Signature	Commission	n Expires	

## PARKER WATER SUPPLY CORPORATION MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the PWSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The PWSC does meet the service requirements of the Public Utility Commission and Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the PWSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The PWSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (30) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the PWSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust\*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. PWSC shall notify the entity so designated in the Deed of Trust\*.

Mortgagee (Lien-Holder)	
Guarantor (If Applicable)	
PWSC Representative	
	Guarantor (If Applicable)

**Note:** \* Please attach Deed of Trust or other proof of ownership for permanent record.

## AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE APPARATUS IN DESIGNATED AREAS

STATE OF TEXAS	
COUNTY	
This Agreement ("Agreement") is executed by and between  Fire Department ("Department"), an emergency service organization, and Parker Corporation ("Corporation"), a nonprofit water supply corporation organized and ope provisions of Texas Water Code Chapter 67, and the Texas Business Organization purposes and consideration set forth herein.	rating under the

### RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in Johnson and Hill County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. 10911; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

### **PARTIES**

1.1	This	Agreement	is	entered	into	by	and	between			_ Volunteer	Fire
Department	, domi	ciled and cor	ıduc	ting bus	iness	in _		Co	ounty,	Texas,	and Parker	Water
Supply Corp	poration	n, domiciled	and	conducti	ng bu	sine	ss in .	Johnson C	ounty,	Texas.		

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

### PROVISION OF FILL WATER

- 2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.
- 2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.
- 2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.
- 2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.
- 2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.
- 2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.
- 2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.
- 2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.
- 2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

### **COMPENSATION**

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

### **TERMINATION OF AGREEMENT**

- 4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.
- 4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.
- 4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

### **MISCELLANEOUS**

- 5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.
- 5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department	nt for all purposes under this Agre	ement shall be

The address for the Corporation for all purposes under this Agreement shall be:

Parker Water Supply Corporation 7001 County Road 1200 Cleburne TX 76031

- 5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.
- 5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.
- 5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

### EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Parker Water Supply Corporation	Volunteer Fire Department
By:	By:
Title:	Title:
Attest:	Attest:
Date:	Date:

### AGREEMENT TO PROVIDE FIREFLOW IN DESIGNATED AREAS

STATE OF TEXAS
COUNTY
This Agreement ("Agreement") is executed by and between Volunteer Fire Department ("Department"), an emergency service organization, and Parker Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Chapter 67, Texas Water Code, for the purposes and consideration set forth herein.
<u>I. RECITALS</u>
WHEREAS Department is a volunteer fire department organized and operating within the meaning of Section 78.101(2), Civil Practice & Remedies Code; and
WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code, and furnishes a water supply in Johnson and Hill County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. 10911; and
WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and
WHEREAS Department desires to utilize Corporation's water supply for fire suppression purposes within the area [through the facilities] and under the conditions set forth herein;
NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:
I. <u>PARTIES</u>
1.1 This Agreement is entered into by and between Volunteer Fire Department, domiciled and conducting business in County, Texas, and Parker Water Supply Corporation, domiciled and conducting business in Johnson County, Texas.
1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Section 67.0105, Texas Water Code.

### II. PROVISION OF FIREFLOW

- Corporation will make available to Department the use of fire hydrants located on water transmission facilities operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Flow Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.
- 2.2 Department will use only those fire hydrants installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.
- 2.3 Corporation will install fire hydrants that are compatible with Department's fire suppression vehicles and equipment, and Department will review and approve the selection of fire hydrants prior to Corporation's installation.
- 2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.
- Corporation will notify Department prior to any interruption in water flow through the transmission facilities (or as soon as Corporation is aware of any interruption due to unforeseen circumstances).
- 2.6 Department will notify Corporation prior to use of any fire hydrant to the extent Department reasonably is able to do so. Corporation acknowledges that in the event of emergencies, it may not be feasible for Department to provide prior notice, in which case notification shall be provided as soon as practicable.
- 2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.
- 2.8 The duties set forth under this Section II of the Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.
- 2.9 The Department will supply a monthly water usage to the Corporation for the sole purpose of figuring the Corporation's water loss.
- 2.10 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

EXHIBIT D

### COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for fire suppression purposes. Department will be charged for water used for any other purpose.

### III. TERMINATION OF AGREEMENT

- 4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.
- 4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.
- 4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation(s) is express or implied.

### IV. MISCELLANEOUS

- 5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.
- 5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

address for the Department	Tor air purposes	under uns Ag	greenient snar

The address for the Corporation for all purposes under this Agreement shall be:

Parker Water Supply Corporation 7001 County Road 1200 Cleburne TX 76031

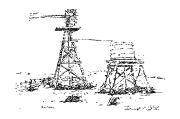
- 5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.
- 5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.
- 5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

### EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Parker Water Supply Corporation	Volunteer Fire Department
By:	By:
Title:	Title:
Attest:	Attest:
Date:	Date:

## PARKER WATER SUPPLY CORPORATION METER TEST AUTHORIZATION AND TEST REPORT

NAME:		
ADDRESS:		
DATE OF REQUEST:	PHONE NUMBER (DAY):	
ACCOUNT NUMBER:	METER SERIAL NUMBER:	
REASONS FOR REQUEST:		
results shown by the Corporation. The Works Association standards and me certified test meter. Member agrees tacceptable performance, plus any out		h the American Water te with an acceptable s indicate an AWWA nt that the Member is
	Signed by Member	
	TEST RESULTS	
Low Flow (1/4 GPM) Intermediate (2 GPM) High Flow (10 GPM)	% AWWA Standard 9 % AWWA Standard 9 % AWWA standard 98	8.5 - 101.5 %
Register test minutes at	gallons per minute recorded per	gallons.
Meter tests accurately; no adjus	tments due.	
Meter tests high; adjustment du	e on water charges by %	
Meter tests low; no adjustment	due.	
Test conducted by	Appro	ved



### Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

## PARKER WATER SUPPLY CORPORATION NOTICE TO OWNER OF RENTAL PROPERTY PAST DUE ACCOUNT

You are hereby given notice as per the Alternate Billing Agreement on your account
#that your renter/lessee is past due on this account with the Corporation. The renter/lessee
has been sent a second and final notice, a copy of which is enclosed herein, and utility service is
scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the
Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of
service. A fee of \$5.00 has been posted to the account for mailing of this notice. Any unpaid bills,
service fees, or reconnect fees (service trip fees) are chargeable to the member. If you have any
questions concerning the status of this account, please do not hesitate to call our office at
817/373/2666.
Corporation Official
Title
Alternate Billing Account Name
Address
Account #
Amount Due Including Service Charges
Final Due Date

## NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF PARKER WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, Parker Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Parker Water Supply Corporation, Certificate of Convenience and Necessity No. 10911, in Johnson and Hill Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two (2) water service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff] (the "Subdivision Policy") contained in Parker Water Supply Corporation's tariff.

Parker Water Supply Corporation is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by Parker Water Supply Corporation of the impact a proposed subdivision service extension will make on Parker Water Supply Corporation's water supply service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply service capacity;

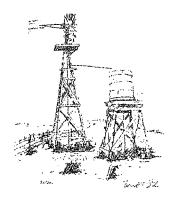
Payment of fees for reserving water supply capacity;

Forfeiture of reserved water supply service capacity for failure to pay applicable fees;

Payment of costs of any improvements to Parker Water Supply Corporation's system that are necessary to provide the water service;

Construction according to design approved by Parker Water Supply Corporation and dedication by the developer of water facilities within the subdivision following inspection.

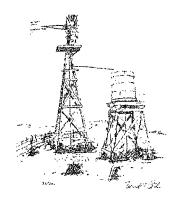
Parker Water Supply Corporation's tariff and a map showing Parker Water Supply Corporation's service area may be reviewed at Parker Water Supply Corporation's offices, at 7001 County Road 1200, Cleburne Texas, 76031, the tariff/policy and service area map also are filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance.



## Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

DATE:		
Dear:		
been returned to us by your bank. Please replace	e the check within ten days from the date of this not ude the charges listed below to avoid disconnection	tice
Address of Service		
Account #		
<ol> <li>Original amount billed</li> <li>Late fees -</li> </ol>		
<ul><li>2. Late fees -</li><li>3. Return check fee \$25.00</li><li>Total Due -</li></ul>	\$	
If you have any questions, please contract PWSC	Management at 817-373-2666.	
	Corporation Official	
	Title	



## Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

### REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP CANCELLATION

I/Business Name	, hereby request that my water service account
#located at	, be disconnected from Parker Water Supply
Corporation service and that my membership fee is be re	funded. I understand that if I should ever want my service
reinstated, I may have to reapply for service as a new m	ember and I may have to pay all costs as indicated in the
re-service provisions in the current copy of the Water Suj	oply Corporation Tariff.
Charges for water service will terminate when t	his signed statement is received by the PWSC office. I
understand and agree that a fee will be incurred for the pr	rocessing of this transaction and will be deducted from the
membership fee in addition to final water and service trip	charges.
(Residential account)	
If applicable, I further represent to the Corpora	ation that my spouse joins me in this request and I am
authorized to execute this Request for Service Disconti	inuance on behalf of my spouse as a joint owner of the
aforementioned property.	
(Commercial account)	
I further represent to the Corporation that I am the	he duly authorized representative of
and have full authority to execute this Request for Servic	e Discontinuance on behalf of said business.
	Signature
	Date of Signature

### EASEMENT DENIAL LETTER AND AFFIDAVIT

Date:
Name of Property Owner:
Property Owner's Address:
VIA: First Class Mail and Certified Mail, Return Receipt Requested No
Dear:
Parker Water Supply Corporation (Corporation) has requested an easement for a water distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this letter. A copy of the requested easement is enclosed with this letter.
If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this letter to be retained in the Corporation's records for future water service to your property.
If, at some future time you (or another owner of your property or any portion of your property) requests water service, the Corporation will require an easement before water service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water service, the Corporation will require payment of all reasonable costs for relocation or construction of the water distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be, as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.
If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office: Parker Water Supply Corporation 7001 County Road 1200, Cleburne Texas 76031.
We appreciate your attention to this matter.
Sincerely,
Release of Easements

### ACKNOWLEDGEMENT OF REFUSAL

I,	, hereby refuse to	provide the easeme	nt requested by
I,	or authority to constru	ct/operate a water dis	tribution system
	AFFIDAVIT		
Being duly sworn upon my oath, I l Letter and attached easement sent attached to this Affidavit [ALTER	by certified mail to _, and a signed receipt	verifying delivery ar	on acceptance is
delivery is attached to this Affidavit Parker Water Supply Corporatio Acknowledgement of Refusal wa	]. This Affidavit will be n. I further certify as not received within	e maintained as a part that a signed easer n thirty days follow e Corporation's engine	of the records of ment or signed ving receipt by eer has provided
replacing/constructing the water disthat the cost may increase in the future.	stribution system within		
[name]		-	
[position with Corporation]		-	
Date:			
THE STATE OF TEXAS COUNTY OF			
THIS INSTRUMENT was acknowled	edged before me on		, 20, by
(SEAL)		0	
	Notary Public, My Commission Expi		exas 

### RELEASE OF EASEMENT

STATE OF TEXAS	§     KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF	§ KNOW ALL MEN BY THESE PRESENTS THAT: §
of the Texas Water Code described and recorded in	SUPPLY CORPORATION, operating under the authority of Chapter 67 ("PWSC"), is the legal and equitable owner and holder of the easement Volume, Page of the County Deed Records (the real property described in <b>Exhibit "A"</b> attached hereto and incorporated roperty").
valuable consideration, the PWSC hereby RELEASE covering such Property he TERMINATES the Easem	E, for and in consideration of ONE DOLLAR (\$1.00) and other good and receipt and sufficiency of which is hereby acknowledged and confessed, and DISCHARGES the Property from the rights, titles and interests all by PWSC by virtue of the Easement and hereby RELEASES and ent to the extent it covers the Property. This Release of Easement shall in a PWSC to physically remove the waterlines or pipelines currently located the Easement.
EXECUTED as of	he day of, 20
	PARKER WATER SUPPLY CORPORATION a Texas water supply corporation  By:
	Printed Name:
	Title:
STATE OF TEXAS	§ § §
COUNTY OF	v
by	s acknowledged before me on the day of, 20, the of PARKER WATER I, operating under the authority of Chapter 67 of the Texas Water Code, on corporation.
[SEAL]	
_	Notary Public, State of Texas

#### EXHIBIT "A"

### **THE PROPERTY**

After recording, return to: (owner's name and address)

**30 TAC §290.47(c):** Sample Sanitary Control Easement Document for a Public Water Well. TCEQ Form 20698 (Revised 6/20/17)

#### Texas Commission on Environmental Quality

#### SANITARY CONTROL EASEMENT

DATE:,	20
GRANTOR(S):	
GRANTOR(S) _	
ADDRESS:	
GRANTEE:	
GRANTEE	
ADDRESS:	

#### **SANITARY CONTROL EASEMENT:**

Purpose, Restrictions, and Uses of Easement:

- 1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
- 2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

- 3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
- 4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property	subject to this	Easement is	described i	n the	documents	recorded	at:
Volume, Pages	of the Real Prop	perty Records of	of C	ounty,	Texas.		

#### PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150-foot radius	of the water well locatedfeet at a radial of
degrees from thecorner of Lot	, of a Subdivision of Record in Book, Page
of the County Plat Records,	County, Texas.

#### TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

#### ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

#### INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)		
By:		

Page 180 of 207

#### **ACKNOWLEDGMENT**

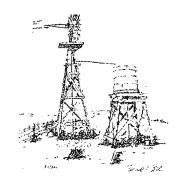
STATE OF TEXAS	§ §		
COUNTY OF	 		
	known to me to l	be the person(s) w	20, personally appeared rhose name(s) is (are) subscribed to the same for the purposes and consideration
			Notary Public in and for THE STATE OF TEXAS My Commission Expires
			Type or Printed Name of Notary
			Commission Expires
Recorded in	Courthouse,	Texas on	20

## PARKER WATER SUPPLY CORPORATION EQUIPMENT AND LINE DEDICATION AGREEMENT

I,				
The Parker Water Supply Corpor equipment and or line(s) as described in shall hold harmless costs for repairs or maintenance of said expensive as per the Non-Standard Service C	the above reference d (name of personal persona	locuments and attachme on, entity etc.) from this	ents. The Corporations day forward, for any	
This agreement entered into on the	e day of	in the year of	by:	
Parker Water Supply Corporation				
Corporation Official Signature	Transferor S	ignature		
Title	Title			
Address	Address			
City Zip	City	Zip		
THE STATE OF TEXAS, COUNTY OF IN WITNESS WHEREOF the said T instrument this day of BEFORE ME, the undersigned, a Nota personally appeared names are subscribed to the foregoing ins for the purpose and consideration therein GIVEN UNDER MY HAND AND SEAL	, 20  ry Public in and for and and strument, and acknowle expressed.	said County and State known to me to edged to me that he/she/	of Texas, on this day be the persons whose they executed the same	
Signature of Notary Public				

EXHIBIT D

Response to Staff's First RFI



## Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

### **TERMINATION AND LIQUIDATION NOTICE**

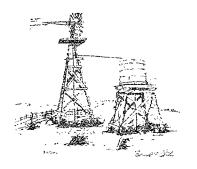
DATE:	Certified Mail-Return Receipt Requested NO
то:	NO
ACCOUNT NUMBER:	
You are hereby notified that your account is delinquent terminated.	, and that your water service is in jeopardy of being
If our office does not receive payment within ten day terminated. Once service has been terminated, all fees in the beautive that is owed on the amount that is owed the amount owed to avoid the termination.	including past due fees, late fees, trip fees, etc. must
The place to make payments is the office of Parker Wacceburne, Texas 76031. The office is open Monday throusecepted over the phone by calling 866-993-6787 during made online at <a href="https://parkerwsc.com">https://parkerwsc.com</a> .	ugh Friday 8:00 a.m. to 5:00 p.m. Payments are also
To regain service after liquidation, you must re-apply Membership under the then current terms of the Corpora	
This notice is also being sent to you by regular mail.	
	Parker Water Supply Corporation
	Corporation Official Signature

## DEDICATION, BILL OF SALE AND ASSIGNMENT (Developer Form)

THE STATE OF TEXAS § §
THE STATE OF TEXAS  \$  COUNTY OF  \$  KNOW ALL BY THESE PRESENTS  \$
KNOW ALL BY THESE PRESENTS §
This Dedication, Bill of Sale and Assignment is entered into and effective as of, 20, by and between Parker Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and("Developer").
RECITALS:
Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated the composition of the "Agreement". Pursuant to Section of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Subdivision, a subdivision in County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").
The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."
DEDICATION, ASSIGNMENT AND AGREEMENT
For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same of any part thereof.
Pursuant to Section of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): (a copy of which is attached hereto as Exhibit "C").

## 

7001 County Road 1200 Cleburne TX 76031



TO:

## Parker Water Supply Corporation

7001 County Road 1200 Cleburne, Texas 76031 Office (817) 373-2666 • Fax (817) 373-2495

#### APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

ACCOUNT NUMBER:	
DATE:	
DATE OF SCHEDULED DISCONNECTION:	
You are hereby advised that the INCOMPLETE status of your F	ORMS as indicated below is
jeopardizing your Membership with the Corporation. If our office does	es not receive COMPLETED
DOCUMENTS OR PROPER INFORMATION within ten days of the date of	this notice, your utility service
will be terminated. To regain service after termination, you must re-apply for	Membership and pay all costs
applicable to a new Member under the terms of the Corporation's Tariff. Your	meter will also be removed on
the Disconnection Date indicated above. If you have no intentions of retain	ing our service, make sure the
service line is capped. We will not cap your line for you, but will remove	ve the meter regardless of the
circumstances on the Disconnection Date indicated above.	
Circle all the forms needing additional information from the Applicant/M	lember.
A. SERVICE APPLICATION AND AGREEMENT	
B. RIGHT-OF-WAY EASEMENT	
C. SANITARY CONTROL EASEMENT	
D. ALTERNATE BILLING AGREEMENT	
E. NON-STANDARD SERVICE AGREEMENT OR CONT	CRACT
F. FINAL PLAT	
G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT	NT(S)
H. OTHER INFORMATION	
Corporation Official	
Title	

## PARKER WATER SUPPLY CORPORATION DEDICATION, BILL OF SALE AND ASSIGNMENT

(Individual Service Form)

THE STATE OF TEXAS	§ §
COUNTY OF	\$ \$ \$ \$ \$
KNOW ALL BY THESE PRESENTS	§ §
	nt is entered into and effective as of
	RECITALS:
dedicate and convey to Corporation the water provide water service to the Member's proper County, Texas, together with all rights and it Exhibit "A" hereto (the "Facilities"), and a	riously entered into that certain Non-Standard Service Agreement dated arsuant to Section of the Agreement, Member has agreed to er lines, hydrants, valves, fittings and other appurtenances constructed to erty located at, in interests therein or appurtenant thereto as more particularly described in all easements, rights-of-way and permits, licenses or approvals, if any, described in Exhibit "B" hereto (the "Related Rights").
The Facilities and the Related Rights	s are collectively referred to as the "Transferred Properties."
DEDICATIO	N, ASSIGNMENT AND AGREEMENT
consideration, the receipt and sufficiency of TRANSFER, CONVEY, SET OVER AND assigns the Transferred Properties TO HAVE singular the rights and appurtenances thereto his/her successors and assigns to WARR	of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable of which are hereby acknowledged, Member does hereby DEDICATE, D ASSIGN forever unto Corporation and Corporation's successors and VE AND TO HOLD the Transferred Properties, together with all and to in anywise belonging, and Member does hereby bind himself/herself, ANT AND FOREVER DEFEND, all and singular, the Transferred and assigns against every person whomsoever lawfully claiming or to
MEMBER:	
Member:	
Printed Name:	

THE STATE OF TEXAS §		
THE COUNTY OF §		
This instrument was acknowledged before me on the	day of	, 20, by
		[MEMBER]
Notary Public - State of Texas	(Seal)	
Printed Name:	_	
My Commission Expires:	-	
AFTER RECORDING RETURN TO:		

Parker Water Supply Corporation 7001 County Road 1200 Cleburne, Texas 76031



#### Texas Commission on Environmental Quality Customer Service Inspection Certificate Form TCEQ-20699 - Instructions

#### **General Instructions:**

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code (30 TAC) 290.46(j)(4)*. The form can be completed one of two ways:

- 1. The form can be printed and completed manually, or;
- 2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).

The yellow areas on the form can be completed electronically.

NOTE: The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in 30 TAC §290.46(f)(3)(E)(iv).

#### **Specific Instructions:**

Please follow these instructions when completing Form TCEQ-20699:

- 1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
- 2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
- 3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

\*Please keep in mind this TCEQ form is updated regularly, please visit

<a href="https://www.tceq.texas.gov/search\_forms.html">https://www.tceq.texas.gov/search\_forms.html</a>
to ensure you are using the correct form.

Page 189 of 207

### Texas Commission on Environmental Quality Customer Service Inspection Certificate

		Cu			ee inspectio			
Name of PWS:					•			
PWS ID #:								
Location of Se	rvice:							
				Daga	on for Inspection			
New constructi				Reas	on for Inspection	n:		
Existing servic		contaminant l	nazarde	s are susned	cted			
					ibution facilities			
1110001101	, 01110110,				1000001110101010101010101010101010101010	,		
I		, upo	ninsp	ection o	f the private	water di	stribution facilities	
connected to t	he aforei						the best of my knowledge	
Compliance		n-Compliance		•••	<u>*</u>			
			(1)	and a po	otential source ation are isolate	of contamed from the way prevent	ween the public drinking value ination exists. Potential public water system by a ion assembly in according	sources of an air gap or
			(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between public water supply and a private water supply, an approved reduced press principal backflow prevention assembly is properly installed.					ned between the
			(3)				ld allow the return of beesses back to the public	
			(4)		tribution facilit		ns more than 8.0% lead e d on or after July 1, 198	
			(5)		$g \le 0.25\%$ lead c		uary 4, 2014 bears the outproperly labeled, pleas	
				No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.				
I further certify	y that the	e following m	aterial	s were use	d in the installat	tion of the p	private water distribution	facilities:
Service lines:	Lead [		Copper		PVC		Other	
Solder:	Lead [	] I	Lead Fr	ee 🗆	Solvent Weld		Other	
Remarks:								
								l l

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:	License Type:	
Inspector Name (Print/Type):	License Number:	
Title of Inspector:	Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

## SECTION K. MISCELLANEOUS

Page 192 of 207

#### TARIFF FILING INSTRUCTIONS AND SAMPLE LETTER

#### **INSTRUCTIONS**

Under PUC rule 22.71(c)(5)(D) you need to file two paper copies of your tariff. One copy (not the original) should be unbound and numbered from start to finish per PUC Rule 16 TAC §22.72(g)(2).

All filings regardless of their size and number of copies must be sent to the following address for processing per PUC Rule 16 TAC §22.71(b):

#### **Mailing Address:**

Public Utility Commission of Texas Central Records 1701 N Congress PO Box 13326 Austin, Texas 78711-3326

#### **Shipping / Overnight Delivery Address:**

Public Utility Commission of Texas Central Records 1701 N Congress, Suite 8-100 Austin, Texas 78701

Any filing consisting of 10 pages or larger must be filed electronically per PUC Rule 16 TAC §22.72(h). The following link will take you to the webpages for electronic filing interface and instructions: <a href="http://www.puc.texas.gov/industry/filings/Default.aspx">http://www.puc.texas.gov/industry/filings/Default.aspx</a>

#### **SAMPLE LETTER**

Date

Public Utility Commission of Texas Central Records 1701 N Congress PO Box 13326 Austin, Texas 78711-3326

Re: Tariff for Parker Water Supply Corporation, CCN No. 10911, in Johnson County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 TAC Section 24.25(j), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for Parker Water Supply Corporation provided for informational purposes.

(list in detail what tariff pages are being amended)

Sincerely,

Name Water System

## PARKER WATER SUPPLY CORPORATION NOTICE OF RATE INCREASE

The Parker Water Supply Corporation ("Corporation") Board of Directors held a public meeting on May 20, 2021 and voted to increase the monthly rates for water service for all members. PWSC voted on this rate increase as there has not been an increase since 2013. With the increase of supplies, materials, wages, and the increase to PWSC from vendors it has become necessary to increase rates at this time.

The new rates will take effect 30 days after this board decision, on May 20, 2021 and the new monthly rates will begin starting with the June billing. The rate changes are as follows:

SIZE METER EQUIVALENTS BASE RATE	
5/8" X 3/4"       1.0       \$36.00         1"       2.5       \$85.50         1 1/2"       5.0       \$168.00         2"       8.0       \$267.00         3" DISP.       9.0       \$300.00         3" CMPD.       16.0       \$531.00         3" TURB.       17.5       \$580.00         4" CMPD.       25.0       \$828.00         4" TURB.       30.0       \$993.00         6" CMPD.       50.0       \$00         6" TURB.       62.5       \$00         8" CMPD.       80.0       \$00	\$33.00 \$82.50 \$165.00 \$264.00 \$297.00 \$528.00 \$577.00 \$825.00 \$990.00 \$00 \$00

Water Gallonage charge	NEW MONTHLY	CURRENT MONTHLY
\$ 5.25 per 1,000 gallons for 0 to 10,000 gallons	\$5.25	\$4.75
\$ 6.25 per 1,000 gallons for 10,001 gallons to 50,000 ga	allons \$6.25	\$5.75
\$ 9.25 per 1,000 gallons for 50,001 gallons to 100,000 g	gallons \$9.25	\$8.75
\$11.25 per 1,000 gallons for 100,001 gallons and over	\$_11.25	\$_10.75

For more information about the rate increase, please contact the Corporation at 817-373-2666 or in person at our main office 7001 County Road 1200, Cleburne TX 76031.

#### CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

Meaningful determination of the Average Net Equity Buy-In Fee is achieved only when the following conditions are met in calculation of the fee:

- 1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and
- All funds obtained as an Equity Buy-In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and earmarked for this purpose. This amount should not include the Membership Reserve or debt reserves.
- 3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and
- 4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy-In Fee.

#### **EXAMPLE:**

Fixed Assets of the Corporation	\$3,000,000.00
Minus (-) Accumulated Depreciation	\$750,000.00
Minus (-) Outstanding Corporation Debt Principle	\$800,000.00
Equals (=) Corporation Equity	\$1,450,000.00
Minus (-) Developer's Capital Contribution	\$57,000.00
Minus (-) Grants Received	\$500,000.00
Total Number of Members / Customers Equals (=) Net Equity Buy In fe	ee\$893,000.00
(Note: The water and fee for an oversized or Master Metered Account simultiples of meter size equivalence.)	hall be based on
Average Net Equity per 2,000 Contributing Members	\$446.50

## TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8" X 3/4"	10.0 <b>GPM</b>	1.00
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 <b>GPM</b>	16.00
3" TURB.	175.0 <b>GPM</b>	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 <b>GPM</b>	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 <b>GPM</b>	80.00
10" CMPD	1,150.0 GPM	115.00

The water fee for an oversized or Master Metered Account shall be based on multiples of meter size equivalence.

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.

#### **VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES**

## PARKER WATER SUPPLY CORPORATION POLICY ON VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

The corporation shall, as part of its billing process, collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water service, and at least annually thereafter, a written statement:

- (1) describing the procedure by which the customer may make a contribution with the customer's bill payment;
- (2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;
  - (3) informing the customer that a contribution is voluntary; and
  - (4) describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

- (1) the corporation's expenses in administering the contribution program; or
- (2) five percent of the amount collected as contributions.

#### **SAMPLE NOTICE TO THE CUSTOMERS**

The Parker Water Supply Corporation is offering each customer the opportunity to make a voluntary contribution to the local emergency medical services. The \$1.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will e sent to CareFlite Emergency Service(s):

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporations' office at 7001 County Road 1200, Cleburne Texas, 76031, by phone 817-373-2666, Corporation's Web Page: <a href="https://www.parkerwsc.com">www.parkerwsc.com</a>, or by fax 817-373-2495.

The Parker Water Supply Corporation is offering each customer the opportunity to make a voluntary contribution to the local voluntary fire department(s) and / or emergency medical service(s). The \$1.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to CareFlite Emergency Service(s)

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at 7001 County Road 1200, Cleburne Texas 76031, by phone 817/373/2666, Corporation's Web Page parkerwsc.com, or by FAX 817/373/2495.

#### SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the \$1.00 contribution from the final amount stated on this water bill.

**OR**— Each customer has the right to contribute any dollar amount as a voluntary contribution for local emergency services.

REFERENCE FROM TEXAS WATER CODE CHAPTER 67.

#### Sec. 67.017. VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

- (a) A corporation may as part of its billing process collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.
- (b) A corporation that collects contributions under this section shall provide each customer at the time that the customer first subscribes to the water service, and at least annually thereafter, a written statement:
- (1) describing the procedure by which the customer may make a contribution with the customer's bill payment;
- (2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;
  - (3) informing the customer that a contribution is voluntary; and
  - (4) describing the deductibility status of the contribution under federal income tax law.
- © All billing by the corporation that includes a voluntary contribution under this section must clearly state that the contribution is voluntary and that it may be deducted from the billed amount.
- (d) The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:
  - (1) the corporation's expenses in administering the contribution program; or
  - (2) five percent of the amount collected as contributions.

Added by Acts 1997, 75th Leg., ch. 166, Sec. 2, eff. Sept.1, 1997.

### EXHIBIT E

Response to STAFF 1-6

Tap Fee Costs

PARKER WATER SUPPLY CORP

Dwayne Duncan

31620

	5/20/2022
new meter set 6541 CR 1200	
customer hit 3" line 4622 CR 1100	400.00
now motor and dod	400.00
new meter set 181 pr 142	1,000.00
new meter set 177 pr 142	
new meter set 157 pr 142	1,000.00
new meter set 863 HCR 1425	1,000.00
now meter set 4000 MCK 1425	400.00
new meter set 4008 cr 1100	400.00
new meter set 5900 Hull RD	
3698 cr 1100 a fixed flush valve	400.00
flush valve	200.00
	100.00
fixed leak customer hit line 4632 CR 1100	400.00

Checking - Pinnacle B

5,700.00

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

7919067400 D5011G CHIKDK06 01/21/2022 04:10 -79-

Sherry Reeves

Signature

### EXHIBIT F

Response to STAFF 1-11

Feasibility Study

#### sreeves@parkerwsc.com

From:

Cruz Trujillo <ctrujillo@jacobmartin.com>

Sent:

Wednesday, March 30, 2022 4:23 PM sreeves@parkerwsc.com; Derek Turner

To: Cc:

Jodi Strasbourg

Subject:

RE: Feasibility for Grantham 3263 CR 1104C

Sherry,

I have looked at the feasibility of adding one new ¾" service meters at 3263 CR 1104C, Cleburne, Texas 760031. The 2" line serving this are off of CR 1202 has an existing connection count of 11 and the TCEQ maximum for a 2" is 10 connections. Therefore, the 2" line would need to be upsized to a minimum 3" line for approximately 500LF in order to serve this additional meter and maintain less than 10 connections on the existing 2" line. Other than the line serving this area being of inadequate size, the pressures are adequate for the additional meters and there should be no negative impact to other areas of the system as long as the existing 2" line is upsized.

The invoice for this will be \$100.

If you have any questions please let me know.

## CRUZ TRUJILLO, E.I.T. JACOB | MARTIN

Ofc) 817.594.9880 jacobmartin.com

From: sreeves@parkerwsc.com <sreeves@parkerwsc.com>

Sent: Wednesday, March 30, 2022 10:41 AM

To: Derek Turner <adt@jacobmartin.com>; Cruz Trujillo <ctrujillo@jacobmartin.com>

Subject: Feasibility for Grantham 3263 CR 1104C

We have a customer that is requesting 1 residential connection at 3263 CR 1104C Cleburne. I think this is on Plane 2.

Sherry Reeves, Office Manager Parker Water Supply Corporation 7001 CR 1200 Cleburne TX 76031 817-373-2666

#### sreeves@parkerwsc.com

Confidentiality Notice: The contents of this e-mail are confidential, and intended only for the use of the individual(s) and/or entity(ies) named above. If the reader of this e-mail is not the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of the contents of this e-mail message is strictly prohibited by law. If you receive this e-mail in error, please immediately notify the sender by return e-mail or by phone. Thank You.

### EXHIBIT G

Response to STAFF 1-12

Quote for Line Extension Materials

# Jexas WATER PRODUCTS, INC.

5825 E. Berry St., Fort Worth, Texas 76119 P.O. Box 8543, Fort Worth, Texas 76124 PH 817-457-9988 Fax 817-654-2007

TO: Parker Water Supply Corporation DATE: 6 / 3 / 22

QUOTATION FIRM FOR 3 DAYS

ATTN: Dwayne Duncan

TERMS: All sales and shipments are

subject at ALL times to credit

approval by Seller

ITEM	QUAN	TITY		DESCRIPTION	DESCRIPTION UNIT PRICE E		ΕX	EXTENSION	
1	500	lf	3"	SDR-21 CL200 PVC Pipe		\$	4.17	\$	2,085.00
2	1	ea	3"	Flange Tee		\$	119.00	\$	119.00
	3	ea	3"	MJ x Flange Gate Valve		\$	520.00	\$	1,560.00
	3	ea	24" x 36"	Adj Valve Box w/ Lid		\$	145.00	\$	435.00
	3	ea	3"	Restraint Accessory Pack		\$	59.00	\$	177.00
	3	ea	3"	Flange Bolt Set w/ FFRR Gask	et	\$	10.00	\$	30.00
3	1	ea	3"	411 Steel Coupling		\$	135.15	\$	135.15
4	1	ea	3" x 2"	MJ Tapt Cap		\$	54.00	\$	54.00
	1	ea	3"	Restraint Accessory Pack		\$	59.00	\$	59.00
	1	ea	2"	C87-77-NL Coupling	MIP x PVC PJ	\$	115.40	\$	115.40
							Total	\$	4,769.55

- Notes: Pipe pricing is firm for acceptance within 3 days of bid date and must take delivery immediately. Any pipe shipments beyond 3 days shall be at the PRICE IN EFFECT at the time of shipment.
  - The pricing quoted does not guarantee the availability or shipment of product and is subject to change at the time of delivery.

PROJECT OR LOCATION

Yours Very Truly,

County Road 1104-C

City of Cleburne, Texas

TEXAS WATER PRODUCTS, INC.

### EXHIBIT H

Response to Staff 1-13

Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

et have ADDITIONAL INSURED provisions or he endorsed

If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to the	e ter certi	ms and conditions of the ficate holder in lieu of s	ne polic uch end	y, certain po lorsement(s)	nicies may r	equire an endorsement. A st	atement on
PRODUCER				CONTAC NAME:				
JOHN M BROWN INSURANCE AGENCY INC				PHONE (A/C, No	. Ext): 888-973	-0016	FAX (A/C, No): 773-65	7-2010
21750 Hardy Oak Blvd Ste 104				E-MAIL ADDRE	- fue alcofe	rmerbrown.co	m	
				7,55,7,5		URER(S) AFFOR	DING COVERAGE	NAIC#
San Antonio			TX 78258-4946	INSURE	01		nd Casualty Company	15563
INSURED			11/2	INSURE				
Dwayne Duncan				INSURE	~~~			
DBA: Duncans Backhoe Service	Δ			INSURE				
6961 County Road 1200								
Cleburne			TX 76031	INSURE				
	DTIEI	ATE	NUMBER:	INSURE	RF:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICII INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA' EXCLUSIONS AND CONDITIONS OF SUC	S OF I REQUIF PERT H POLI	NSUF REME AIN, CIES.	RANCE LISTED BELOW HANT, TERM OR CONDITION THE INSURANCE AFFORT LIMITS SHOWN MAY HAVE	I OF AN' DED BY	Y CONTRACT THE POLICIE: REDUCED BY I	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	D NAMED ABOVE FOR THE POI	WHICH THIS
INSR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	00,000
	_					05/44/45	MED EXP (Any one person) \$	5,000
Α	_   Y		CB001336501		05/11/2022	05/11/2023		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:								00,000
X POLICY PRO- JECT LOC					}		111000011	00,000
OTHER:							\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO	Ì	1					BODILY INJURY (Per person) \$	
OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
AUTOS GIVET							\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MA	DE						AGGREGATE \$	
DED RETENTION \$							\$	
WORKERS COMPENSATION							PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	<b></b> 1					}	E.L. EACH ACCIDENT \$	
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N /.#	`					E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under							E.L. DISEASE - POLICY LIMIT \$	
DÉSCRIPTION OF OPERATIONS below		+						
		1						
DESCRIPTION OF OPERATIONS / LOCATIONS / VE	IICI ES A	ACOR	D 101 Additional Pemarks Sche	dule may	ne attached if mo	re space is requi	red)	<del></del>
			-	041	OCI LATION	<del></del>		
CERTIFICATE HOLDER				TCAN	CELLATION		<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	
Parker Water Supply Corporation 7001 CR 1200,				TH	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCE HEREOF, NOTICE WILL BE D CYPROVISIONS.	LLED BEFORE ELIVERED IN
· ·		ΤY	76031	AUTH	ORIZED REPRES	ENTATIVE		
Cleburne		ıx	10031	AUTH	UNIZED REFRES	W.	· S	
					***	- Company of the Comp	CORD CORPORATION All ri	abte recense