

SECTION 10 RATE SCHEDULE (Continued)

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

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

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

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

SECTION 10 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 1.0 RATE SCHEDULE (Continued)

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

METER SIZE	MONTHLY BASE RATE (includes 0 gallons)	GALLONAGE TIER	CHARGE PER 1,000 GALLONS
5/8"	\$48 37	0 to 2,000	\$6 48
5/8"x3/4"	\$48 37		
3/4"	\$72 56	2,001 to 10,000	\$7.98
1"	\$120 93		
1½"	\$241 85	10,001 to 20,000	\$9 05
2"	\$386 96		
3"	\$725.55	over 20,000	\$9 64
4"	\$1,209.25		
6"	\$2,418 50	Purchased Water Passthrough	See below
8"	\$3,869 60		
10"	\$5,562 55		
12"	\$10,399 55		

Passthrough for Westwood Water System:

Raymond Jagge Lease..... \$0 1481 per month

$$M = (R/12)/C$$

Where

M = monthly base charge

R = yearly water right lease fee by Raymond Jagge

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

The pass-through charges must be trued up every twelve months, with a maximum line loss of 0 15.

SECTION 1 0 RATE SCHEDULE (Continued)

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

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

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

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

SECTION 1.0 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 1.0 RATE SCHEDULE (Continued)

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

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

SECTION 1 0 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

SECTION 1.0 RATE SCHEDULE (Continued)

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

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

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

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

Passthrough for Huntington Estates:

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

$$G = T/C$$

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

Where

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

T = monthly charge to utility

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

R = gallonage charge (per 1,000 gallons)

P = permitted gallonage (in thousands of gallons)

F = annual permit fee

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

SECTION 1 0 RATE SCHEDULE (Continued)

**Monarch (Shaded Lane Estates, Chisholm Hills Estates, Coyote Ridge Addition, Hills of Oliver Creek, Acton Water Royal Oaks, Sage Brush Estates, Sky View Ranch Estates, Windmill Trail) - RATES effective 06-01-2021**

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

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

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

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SECTION 10 RATE SCHEDULE (Continued)

**Monarch (Beacon Bay Marina and RV Park)**

<u>Meter Size</u>	<u>Monthly Minimum Charge</u> (Residential meters include <u>1,000</u> gallons)	<u>Gallage Charge</u>
Residential 5/8" Meters	<u>\$36.50</u>	<u>\$3.30</u> per 1,000 gallons all usage
Beacon Bay RV Park	<u>\$85.00</u>	flat rate each meter



SECTION 1 0 RATE SCHEDULE (Continued)

REGULATORY ASSESSMENT . . . . . 1.0%  
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL

FORM OF PAYMENT: The utility will accept the following forms of payment:  
Cash X, Check X, Money Order X, MasterCard X, Visa X, Electronic Fund Transfer X  
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENT MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

Section 1 02 - Miscellaneous Fees

TAP FEE . . . . . Actual Cost  
TAP FEE IS THE UTILITY'S ACTUAL COST IN ACCORDANCE WITH COMMISSION RULES

RECONNECTION FEE  
THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS  
a) Non-payment of bill . . . . . \$25.00  
b) Customer's request . . . . . \$50.00  
Or other reasons listed under section 2 0 of this tariff

TRANSFER FEE . . . . . \$45.00  
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE . . . . . 10% of the delinquent bill  
A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE . . . . . \$25.00

CUSTOMER DEPOSIT – RESIDENTIAL . . . . . \$50.00

CUSTOMER DEPOSIT – NON-RESIDENTIAL . . . . . 1/6TH EST ANNUAL BILL

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

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

SECTION 1 0 RATE SCHEDULE (Continued)

METER RELOCATION FEE ..... Actual cost to relocate meter  
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER

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

LINE EXTENSION AND CONSTRUCTION CHARGES:  
REFER TO SECTION 2 12 SPECIFIC UTILITY SERVICE RULES AND SECTION 3 02 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:  
INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24 25(b)(2)(G) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

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

MONTHLY SUPPLEMENTAL SERVICE RATE ..... \$14.64  
PER INCH DIAMETER OF SERVICE CONNECTION PIPE AND USAGE IS BILLED AT HIGHEST TIER

DAMAGE OR SERVICE DIVERSION FEE ..... Actual Cost  
ONE-TIME CHARGE, PER OCCURRENCE, FOR ALL LABOR, MATERIAL, EQUIPMENT, AND ALL OTHER ACTUAL COSTS NECESSARY TO REPAIR OR REPLACE ALL EQUIPMENT DAMAGED DUE TO NEGLIGENCE, METER TAMPERING OR BYPASSING, OR SERVICE DIVERSION

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

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

Where

- TAC = Total Annual Costs for 12-month period
- BAC = Baseline Annual Purchased Water Costs from last Rate Application
- TUC = True-up Costs either Over Collections or Under Collections
- TWS = Total Water Sales for 12 months

The WPC must be trued up and adjusted every twelve months

To implement, all notice requirements must be met. The utility may begin to charge the new filed WPC on the proposed effective date in the notice. Implementation of this WPC adjustment provision shall be governed by 16 TAC § 24 25(h)

SECTION 1 0 RATE SCHEDULE (Continued)

TEMPORARY WATER RATE

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

$$TGC = \frac{cgc + (pr)(cgc)(r)}{(1 - r)}$$

Where

TGC = temporary gallonage charge

cgc = current gallonage charge

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

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

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

FRANCHISE FEE PASS-THROUGH CLAUSE.

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

$$AG = G + B,$$

Where

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

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

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

SURCHARGE FOR RATE-CASE EXPENSE (Docket No. 50944)

To be collected from all customers subject to Commission Docket No. 50944. It will be collected through a monthly surcharge of \$0.65 per water connection and \$0.65 per wastewater connection. The monthly surcharge shall cease when \$525,000 has been recovered in total from both Monarch's water and wastewater customers. If the full amount of \$525,000 has not been recovered by June 1, 2023, bills rendered after June 1, 2023, shall continue to contain a surcharge not to exceed \$0.65 per water connection and \$0.65 per wastewater connection until the remaining balance per connection is collected.

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

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

Docket No. 52201

PUBLIC UTILITY COMMISSION OF TEXAS  
APPROVED

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SECTION 1.0 RATE SCHEDULE

Section 1 01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	<u>\$14.50</u> (Includes 0 gallons)	<u>\$1.75</u> per 1000 gallons
1"	<u>\$24.22</u>	same for all meter sizes
1"	<u>\$48.29</u>	
2"	<u>\$77.29</u>	
3"	<u>\$145.00</u>	
4"	<u>\$241.72</u>	

FORM OF PAYMENT. The utility will accept the following forms of payment:

Cash    , Check X, Money Order X, Credit Card    , Other (specify)      
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$100 IN SMALL COINS A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ

Section 1.02 - Miscellaneous Fees

TAP FEE ..... \$400.00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF

TAP FEE (Unique costs)..... Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS

TAP FEE (Large meter)..... Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED

METER RELOCATION FEE ..... Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

METER TEST FEE... .. \$25.00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY THE FEE MAY NOT EXCEED \$25

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF)

- a) Nonpayment of bill (Maximum \$25.00) .. \$25.00
- b) Customer's request that service be disconnected . . . . . \$40.00

SECTION 10 RATE SCHEDULE (Continued)

TRANSFER FEE ..... \$25.00  
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE  
LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)..... \$5.00  
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY  
NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE ..... \$20.00  
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

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

COMMERCIAL & NON-RESIDENTIAL DEPOSIT .. ..... 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE.  
WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE  
RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:  
REFER TO SECTION 30--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW  
CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

UNDERGROUND WATER DISTRICT FEE PASS THROUGH CLAUSE:  
CHANGES IN FEES IMPOSED BY UNDERGROUND WATER DISTRICTS HAVING JURISDICTION OVER THE  
ORCHARD CROSSING SUBDIVISION SHALL BE PASSED THROUGH AS AN ADJUSTMENT TO THE WATER  
GALLONAGE CHARGE ACCORDING TO THE FORMULA

AG = (G + B) + L(G+B), where.

- AG = adjusted gallonage charge, rounded to nearest one cent
- G = approved per 1,000 gallons gallonage charge
- B = change in district fee per 1,000 gallons
- L = system average line loss for preceding 12 months, not to exceed 15%

SECTION 1 0 RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	<u>\$35.00</u> (Includes <u>0</u> gallons)	<u>\$2.00</u> per 1000 gallons
1"	<u>\$60.00</u>	same for all meter sizes
1"	<u>\$70.00</u>	
2"	<u>\$80.00</u>	
3"	<u>\$95.00</u>	
4"	<u>\$135.00</u>	

FORM OF PAYMENT The utility will accept the following forms of payment:

Cash , Check , Money Order , Credit Card , Other (specify) \_\_\_\_\_  
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE ..... \$475.00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) ..... Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) ..... Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE ..... Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER TEST FEE ..... \$25.00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

SECTION 1 0 RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2 0 OF THIS TARIFF)

- a) Nonpayment of bill (Maximum \$25 00) . . . . . \$25.00
- b) Customer's request that service be disconnected .. . . . \$40 00

TRANSFER FEE..... \$25.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)..... \$5.00

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE .. . . . \$25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

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

COMMERCIAL & NON-RESIDENTIAL DEPOSIT .... . . . . .1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24 25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3 0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

PUBLIC UTILITY COMMISSION OF TEXAS  
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SECTION 1 0 RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	\$14.50 (Includes 0 gallons)	\$1.75 per 1000 gallons
1"	\$24.22	same for all meter sizes
1"	\$48.29	
2"	\$77.29	
3"	\$145.00	
4"	\$241.72	

FORM OF PAYMENT The utility will accept the following forms of payment:

Cash , Check , Money Order , Credit Card , Other (specify) \_\_\_\_\_  
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$100 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

GROUNDWATER WITHDRAWAL REGULATORY ASSESSMENT ..... Actual Cost  
 HARRIS-GALVESTON COUNTY SUBSIDENCE DISTRICT PUMP FEES AND NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY PUMPAGE FEES WILL BE CHARGED AT COST, PER 1,000 GALLONS.

Section 1.02 - Miscellaneous Fees

TAP FEE ..... \$400.00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) ..... Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) ..... Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE ..... Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER TEST FEE ..... \$25.00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.



SECTION 1 0 RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2 0 OF THIS TARIFF):

- a) Nonpayment of bill (Maximum \$25.00) ..... \$25.00
- b) Customer's request that service be disconnected. .... \$40.00

TRANSFER FEE ..... \$25.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) ..... 10%

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE ..... \$20.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

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

COMMERCIAL & NON-RESIDENTIAL DEPOSIT.... 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES.

REFER TO SECTION 3 0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

**SECTION 1.0 RATE SCHEDULE**

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	<u>\$33.00</u> (Includes <u>1,000</u> gallons)	<u>\$5 00</u> per 1000 gallons

FORM OF PAYMENT. The utility will accept the following forms of payment:

Cash    , Check X, Money Order X, Credit Card    , Other (specify)      
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS  
 MADE USING MORE THAN \$100 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH  
 PAYMENTS

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND  
 TO REMIT THE FEE TO THE TCEQ

Section 1.02 - Miscellaneous Fees

TAP FEE ..... \$0 00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD  
 RESIDENTIAL, 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED  
 ON THIS TARIFF.

TAP FEE (Unique costs) ..... Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS

TAP FEE (Large meter) ..... Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED

METER RELOCATION FEE ..... Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

METER TEST FEE ..... \$25 00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A  
 SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS  
 RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25

**RECONNECTION FEE**

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN  
 DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS  
 TARIFF)

- a) Nonpayment of bill (Maximum \$25.00) ..... \$25 00
- b) Customer's request that service be disconnected ..... \$25.00

TRANSFER FEE ..... \$0.00  
 THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE  
 LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

PUBLIC UTILITY COMMISSION OF TEXAS  
 APPROVED

Docket No. 52494

AUG 26 2012

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SECTION 1.0 RATE SCHEDULE (Continued)

LATE CHARGE (EITHER \$5 00 OR 10% OF THE BILL) . . . . . \$5.00  
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE . . . . . \$30.00  
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) . . . . . \$50 00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT . . . . . 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE  
WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES  
REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

SECTION 1 0 RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$43.00 (Includes 0 gallons)	*\$3.04 per 1000 gallons
1"	\$107.50	
1½"	\$215.00	#PLUS BAWA fee for Cedar Bayou Park System only
2"	\$344.00	
3"	\$645.00	
4"	\$1,075.00	

\*Includes Baytown Area Water Authority fee ..... \$0.32 per 1,000 gallons  
 #Baytown Water Authority purchase water fee increase ..... \$0.23 per 1,000 gallons  
*Cedar Bayou Park System only.*

FORM OF PAYMENT The utility will accept the following forms of payment:

Cash , Check , Money Order , Credit Card , Other (specify) \_\_\_\_\_  
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND REMIT TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE ..... \$650.00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL, 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) ..... Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) ..... Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

SECTION 1 0 RATE SCHEDULE (Continued)

**METER RELOCATION FEE** Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

**METER TEST FEE** ..... \$25.00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY THE FEE MAY NOT EXCEED \$25

**RECONNECTION FEE**  
 THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF)

a) Nonpayment of bill (Maximum \$25.00) ..... \$25.00  
 b) Customer's request that service be disconnected ..... \$50.00

**TRANSFER FEE** ..... \$50.00  
 THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

**LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)** ..... 10%  
 PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

**RETURNED CHECK CHARGE** ..... \$30.00  
 RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

**CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)** ..... \$50.00

**COMMERCIAL & NON-RESIDENTIAL DEPOSIT** ..... 1/6TH OF ESTIMATED ANNUAL BILL

**GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE**  
 WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24.25(b)(2)(G)]

**LINE EXTENSION AND CONSTRUCTION CHARGES**  
 REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

Monarch Utilities I L P.  
Cedar Bayou Park, Fairview Acres Subdivision,  
Glenwood Subdivision, Cedar Bayou Estates  
Homeowners Associations, Inc.,  
Peterson Place Subdivision & Rollan Heights Subdivision  
**(Formerly Utilities Investment Company, Inc.)**  
(Utility Name)

SECTION 10 RATE SCHEDULE (Continued)

PASS THROUGH ADJUSTMENT CLAUSE:

The utility's cost attributable to annual fee, pumpage fee and/or consumption-based fee from the Baytown Area Water Authority and/or other such governmental authority shall be passed through to all customers affected by such fee using the following calculations

Annual Fee

Monthly minimum charge + (Annual Fee / Number of Customers affected) / 12 months

Volume Charge.

Monthly gallonage charge per 1,000 gallons + (Increase or decrease in pumpage fee X 1.15)

To implement or modify the Pass Through Adjustment Clause, the utility must comply with all notice requirements of 16 TAC § 24.25(b)(2)(F)(ii).

Example of a Pass Through Provision.

Adjusted Gallonage Rate (AG) =  $G + [B/(1 - L)]$ , Where:

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

G = approved gallonage charge, per 1,000 gallons;

B = change in fee (per 1,000 gallons),

L = water or sewer line loss for preceding 12 months, not to exceed 0.15 (15%)

SECTION 1.0 RATE SCHEDULE

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$20.56 (per connection for all water meter sizes)	\$1.50 per 1,000 gallons
1"	\$51.40	
1 1/2"	\$102.80	
2"	\$164.48	
3"	\$308.40	
4"	\$411.20	

**(Aldine Village, PWS #1010931 Subdivision Only)**  
**City of Houston Groundwater Reduction Fee: \$0.53 per 1,000 gallons for each 1,000 gallons**

FORM OF PAYMENT The utility will accept the following forms of payment  
 Cash X, Check X, Money Order X, Credit Card X, Other (specify) \_\_\_\_\_  
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS  
 MADE USING MORE THAN \$1.00 IN SMALL COINS A WRITTEN RECEIPT WILL BE GIVEN FOR CASH  
 PAYMENTS

REGULATORY ASSESSMENT... 1.0%  
 PUCT RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL  
 AND TO REMIT FEE TO THE TCEQ

Section 1.02 - Miscellaneous Fees

TAP FEE (Gravity Sewer) . . . . . \$500.00  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD  
 RESIDENTIAL CONNECTION AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON  
 THIS TARIFF

TAP FEE (Unique Costs) . . . . . Actual Cost  
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS

TAP FEE (Large Meter) . . . . . Actual Cost  
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED

METER RELOCATION FEE... Actual Relocation Cost, Not to Exceed Tap Fee  
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

METER TEST FEE . . . . . \$25.00  
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A  
 SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS  
 RECORDING ACCURATELY THE FEE MAY NOT EXCEED \$25

**SECTION 1 0 RATE SCHEDULE (Continued)**

**RECONNECTION FEE**

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2 0 OF THIS TARIFF)

- a) Non-payment of bill (Maximum \$25.00) .. \$25.00
- b) Customer's request that service be disconnected .....\$50.00

**TRANSFER FEE** .....\$35.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

**LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)** .....\$5.00

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

**RETURNED CHECK CHARGE** .....\$25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST

**CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)**.. .....\$50.00

**COMMERCIAL & NON-RESIDENTIAL** .. .....1/6<sup>TH</sup> OF ESTIMATED ANNUAL BILL

**GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE** . . . . .\$25.00

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND OTHER WATER TESTING. [16 TEXAS ADMINISTRATIVE CODE (TAC) § 24.25(b)(2)(G)]

**LINE EXTENSION AND CONSTRUCTION CHARGES**

REFER TO SECTION 3 0—EXTENSION POLICY FOR TERMS, CONDITIONS AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

**PASS THROUGH ADJUSTMENT CLAUSE**

The utility may pass on only to those customers served by a system subject to the jurisdiction of the North Harris County Regional Water Authority (NHCRWA) or systems receiving purchased water from the City of Houston Groundwater Reduction Plan (COH GRO), any increase or decrease in its underground water district pumpage fee or purchased water fee, thirty (30) days after noticing of any change to all effected customers and filing notice with the PUC as required by 16 TAC § 24.25 (b)(2)(F). The change per customer shall be calculated as follows:

$$(A \times B) / C + L [A \times B] / C = \text{increase or decrease to existing gallonage rate}$$

Where:

A = Utility's annualized change in cost of water subjected to district's fee

B = Average number of gallons

C = 1,000 gallons

L = Percentage system wide line loss for the preceding 12 months, not to exceed 15%



SECTION 2 0 - SERVICE RULES AND REGULATIONS

Section 2 01 – Rules

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

Section 2.02 - Application for and Provision of Water Service

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

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

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

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

Section 2 03 - Refusal of Service

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

Section 2.04 - Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the Utility, the applicant may be required to pay a deposit as provided for in Section 1 02 of this tariff. The Utility will keep records of the deposit and credit interest in accordance with PUC Rules.

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

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

SECTION 2 0 - SERVICE RULES AND REGULATIONS (Continued)

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

Section 2 05 - Meter Requirements, Readings, and Testing

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

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

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

Section 2.06 - Billing

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

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

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

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

In the event of a dispute between a customer and the Utility regarding any bill for utility service, the

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

Utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the Utility will inform the customer that a complaint may be filed with the Commission.

### Section 2.07 - Service Disconnection

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

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

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

### Section 2.08 - Reconnection of Service

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

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

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

### Section 2.09 - Service Interruptions

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

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

### Section 2.10 - Quality of Service

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

### Section 2.11 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the Utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Utility's response, the Utility must advise the complainant that he has recourse through the PUC complaint process. Pending

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SECTION 2.0 – SERVICE RULES AND REGULATIONS (Continued)

resolution of a complaint, the Commission may require continuation or restoration of service

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

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SECTION 2 20 – SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2 0 It must be reviewed and approved by the Commission and in compliance with PUC Rules to be effective

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

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

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

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

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

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

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

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

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

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SECTION 2.20 – SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

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

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

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

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

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

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

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

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

SECTION 2 20 – SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

0.2% lead, can be used at any connection that provides water for human use.

The Utility will have the right of access to the customer's premises at all times reasonable for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the Utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the Utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. The customer may require any Utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the Utility, and the purpose of their entry.

Threats to or assaults upon Utility personnel shall result in criminal prosecution

Except in cases where the customer has a contract with the Utility for reserve or auxiliary service, no other water service will be used by the customer on the same installation in conjunction with the Utility's service, either by means of a crossover valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.

No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the customer's plumbing without notice to and written permission from the Utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention device inspector or appropriately licensed plumber and a written report of such inspection delivered to the Utility.

No application, agreement, or contract for service may be assigned or transferred without the written consent of the Utility

It is agreed and understood that any and all meters, water lines, and other equipment furnished by the Utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the Utility, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such meters, lines, or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer to locate and obtain the services of a licensed inspector in a timely manner. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed

SECTION 2 20 – SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (Continued)

plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

All customers or service applicants shall provide access to meters and Utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply. Access to meters and cutoff valves shall be controlled by the provisions of 16 TAC § 24.169(c)

Where necessary to serve an applicant's property, the Utility may require the applicant to provide it a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant.

Service applicants may be required to comply with any pre-condition to receiving service not printed herein as may exist under TCEQ rule (customer service, health and safety, water conservation, or environmental), USEPA rule, TWDB rule, local water or conservation district rule or health department rule. Existing customers shall be required to comply with such rules, including modification of their plumbing and/or consumption patterns, after notice "



SECTION 3.0 STANDARD EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the Utility and the customer, or sharing of costs between the customer and other applicants before beginning construction.

The Utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

COST UTILITIES SHALL BEAR. Within its certificate area, the Utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the Utility, the Utility may charge for the first 200 feet. The Utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the Utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the TCEQ's Rules

SECTION 3.20 SPECIFIC UTILITY EXTENSION POLICY

PUBLIC UTILITY COMMISSION OF TEXAS  
APPROVED

Section 3.20 - Specific Utility Extension Policy

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This section contains the Utility's specific extension policy that complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with PUC Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

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

When an individual residential applicant requires an extension of a main line beyond 200 feet, the charge to that applicant shall be the actual cost of such extension in excess of 200 feet, plus the applicable tap fee plus such other approved costs as may be provided in this tariff and/or PUC rules.

Residential tap fees may be increased by other unique costs not normally incurred as permitted by PUC rule. Larger meter taps shall be made at actual cost associated with that tap which shall include such extraordinary expenses.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163 and this tariff. When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge based upon the capacities of production, transmission, storage, pumping and treatment facilities, compliant with the TCEQ minimum design criteria, which must be committed to such extension. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Unless expressly exempted by PUC rule or order, each point of use (as defined by 16 TAC § 24.3(25)) must be individually metered.

The imposition of additional extension costs or charges as provided by Sections 2.12 and 3.02 of this **Docket No. 52494**

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## SECTION 3.20 SPECIFIC UTILITY EXTENSION POLICY (Continued)

tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the Utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs before payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall have the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the Utility's rates in that portion of the Utility's service area in which the applicant's property(ies) is located. Unless the PUC or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until such appeal is resolved.

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than any individual applicant desires one service connection. Service application forms will be available for applicant pick up at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first-class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions that might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

The Utility shall serve each qualified service applicant within its certificated service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause, and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a "qualified service applicant" as defined herein or by PUC rules.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so, at the Utility's sole option, under terms and conditions mutually agreeable to the Utility and the applicant and upon extension of the Utility's certificated service area boundaries by the PUC. Service applicants may be required to bear the cost of the service area amendment.

A "qualified service applicant" is an applicant who has (1) met all of the Utility's requirements of service contained in this tariff, PUC rules and/or PUC order, (2) has made all payments for tap fees and extension charges, (3) has provided all necessary easements and rights-of-way necessary to provide service to the requested location, including staking said easements or rights-of-way where necessary, (4) delivered an executed customer service inspection certificate to the Utility and (5) has executed a customer service application for each location to which service is being requested.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap is made. The tap request must be accompanied with a plat, map, diagram, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed along the applicant's property line.

The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's near service main with adequate capacity to service the applicant's full potential service demand. If the tap or service connection cannot be made at the

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## SECTION 3.20 SPECIFIC UTILITY EXTENSION POLICY (Continued)

applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, applicant may refer the matter to the PUC for resolution. Unless otherwise ordered by the PUC, the tap or service connection will not be made until the location dispute is resolved.

The Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property. The Developer shall be required to obtain all necessary easements and rights-of-way required to extend the Utility's existing service facilities from their nearest point with adequate service capacity (as prescribed by TCEQ rules and local service conditions) to and throughout the Developer's property. The easements shall be sufficient to allow the construction, installation, repair, maintenance, testing, and replacement of any and all utility plant necessary to provide continuous and adequate service to each and every potential service location within the property at full occupancy. Unless otherwise restricted by law, well plant sites shall convey with unrestricted rights to produce water for public drinking water supply. Developers shall be required to provide sanitary control easements acceptable to the TCEQ for each water well site to be located within their property or otherwise being obtained to serve their property. Unless otherwise agreed to by the Utility, pipe line right-of-way easements must be at least 15 feet wide to allow adequate room to facilitate backhoe and other heavy equipment operation and meters. Easements must be provided for all production, storage, treatment, pressurization, and disposal sites that are sufficient to construct and maintain all weather roads as prescribed by TCEQ rules. All easements shall be evidenced, at Developer's expense, by recorded county-approved subdivision plat or by specific assignment supported by metes and bounds survey from a surveyor licensed by the State of Texas.

Before the extension of utility service to developers (as defined by PUC rules) or new subdivisions, the Developer shall comply with the following:

(a) The Developer shall make a written request for service to property that is to be subdivided and developed. The Developer shall submit to the Utility a proposed plat on a scale of one inch (1") to two hundred feet (200') for review and determination of required easements, utility plant, and plant location. If sewer service is requested, the plat must contain elevation data. A reconcilable deposit in an amount set by the Utility may be required to cover preliminary engineering, legal, and copy cost to be incurred by the Utility in reviewing and planning to meet this service request. The plat and/or accompanying information shall identify the type, location, and number of houses and other planned structures that will be requiring utility service. If other than residential structures are to be located on the property, all other types of anticipated businesses and their service demands shall be identified with specificity. All areas requiring special irrigation and/or other unique water demands must be identified. To the extent reasonably possible, this information must be precise so that adequate facilities can be designed and constructed to meet all future service demands without hazard to the public, other utility customers, and/or the environment.

(b) After the requirements of easements and rights-of-way have been determined, a red line copy will be returned by the Utility to the Developer for final plat preparation.

(c) Copies of all proposed plats and plans must be submitted to the Utility before their submission to the County for approval to ensure that they are compatible with the adequate long-term utility needs of potential service customers. Copies will be returned after review by the Utility so that necessary changes may be incorporated into the Developer's final submitted plat(s) and plans.

(d) The Utility shall be provided with three (3) certified copies of the final plat(s) approved

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## SECTION 3 20 SPECIFIC UTILITY EXTENSION POLICY (Continued)

by the County Commissioners Court At this time, the Utility will begin engineering the facilities necessary to serve the property. Plans and specifications will be prepared and submitted to the TCEQ by the Utility if required by law. If further plat or plans changes are necessary to accommodate the specific service needs of the property and the anticipated customer demands, the Developer will be so notified. Plat amendments must be obtained by the Developer The Developer shall be notified when all required TCEQ or other governmental approvals or permits have been received. No construction of utility plant that requires prior TCEQ plans approval shall be commenced until that approval has been received by the Utility and any conditions imposed by the TCEQ in association with its approvals have been satisfied.

(e) The Developer shall be required to post bond or escrow the funds necessary to construct all required Utility system extensions, except individual taps, meters, and water connections, required to serve the property Construction shall not commence until funds are available. If the construction is to be done in coordination with the phased development of the property, funds must be provided in advance which are sufficient to complete each phase No phase or facilities for any phase shall be constructed before the bonding or escrowing of all funds associated with that phase.

(f) At the sole option of the Utility, the Developer may be required to execute a Developer Extension Agreement setting forth all terms and conditions of extending service to their property including all contributions in aid of construction and developer reimbursements, if any

(g) The Utility may require the Developer to commence construction of subdivision improvements within three (3) months of utility plans approval or the Utility may abate its construction activities until full development construction begins If the Developer stops construction of subdivision improvements for any purpose, the Utility may abate its construction for a similar period

(h) As soon as the roads are rough cut and before paving, extension lines will need to be constructed at each road crossing. The Developer must notify the Utility sufficiently in advance of this development stage to allow for the necessary Utility construction without disruption to other service operations of the Utility. Failure to provide adequate advance notice and cooperation in the construction of necessary utility plant may result in additional delays in obtaining service to the property The Developer shall be required to pay for all additional costs of road boring or other remedial construction necessary to install adequate utility plant throughout the affected property.

(i) The Developer, not the Utility, shall insure that Developer's employees, agents, contractors, and others under its control coordinate their work or construction throughout the property with the Utility to insure the orderly and timely construction of all utility plant necessary to serve the public.

Within its certificated area, the Utility shall bear the cost of the first 200 feet of any water main or sewer collection line necessary to extend service to an individual residential service applicant within a platted subdivision unless the Utility can document:

(a) that the Developer of the subdivision refused to provide facilities compatible with the Utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility, or,

(b) that the Developer defaulted on the terms and conditions of a written agreement or  
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SECTION 3.20 SPECIFIC UTILITY EXTENSION POLICY (Continued)

contract existing between the Utility and the Developer or the terms of this tariff regarding payment for services, extensions, or other requirements, or in the event the Developer declared bankruptcy and was therefore unable to meet obligations; and

(c) that the residential service applicant purchased the property from the Developer after the Developer was notified of the need to provide facilities to the Utility. A residential service applicant may be charged the remaining costs of extending service to his property; provided, however, that the residential service applicant may only be required to pay the cost equivalent to the cost of extending the nearest water main, whether or not that line has adequate capacity to serve that residential service applicant. The following criteria shall be considered to determine the residential service applicant's cost for extending service:

- (1) The residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution
- (2) Exceptions may be granted by the PUC if:
  - (i) adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the Utility's burden to justify that a larger diameter pipe is required for adequate service;
  - (ii) larger minimum line sizes are required under subdivision platting requirements or applicable building codes
- (3) If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers.

A service applicant requesting a one-inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service

APPENDIX A -- DROUGHT CONTINGENCY PLAN

This page incorporates by reference the utility's Drought Contingency Plan, as approved and periodically amended by the Texas Commission on Environmental Quality

PUBLIC UTILITY COMMISSION OF TEXAS  
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APPENDIX B – APPLICATION FOR SERVICE

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APPENDIX C – AGREEMENT FOR TEMPORARY WATER SERVICE

PUBLIC UTILITY COMMISSION OF TEXAS  
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## **Attachment 5 – Transferee Partnership Agreement (Q7)**

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

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

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

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

**ARTICLE 1  
DEFINITIONS**

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

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

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

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

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

(a) increased by (i) the amount of such Partner's Capital Contribution and (ii) allocations of profit to such Partner; and

(b) decreased by (ii) the amounts distributed to such Partner by the Partnership, and (iii) allocations of Loss to such Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 ORGANIZATION

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

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

2.2 Name. The name of the Partnership shall be, and the business name of the Partnership shall be conducted under, the name of "Tecon Water Company, L.P." or under such other name as the General Partner may from time to time determine. The General Partner shall provide the Limited Partners with written notice of any change in the Partnership's name within 30 days after such change.

2.3 Character of Business. The purpose of the Partnership shall be to engage in any lawful business activities in which limited partnerships formed in the State of Texas may participate. Without limiting the generality of the foregoing, it is the present intention of the Partners that the primary activities of the Partnership shall be the acquisition, ownership and operation of water and sewer utility systems and facilities and, in connection therewith, (i) owning, operating, dealing in and with, and selling all types of property, both real and personal, tangible and intangible; and (ii) doing all things necessary, advisable or expedient in connection with, or incidental to, the foregoing.

2.4 Principal Place of Business. The address of the Partnership's principal place of business at which records shall be kept shall be 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206. The Partnership may from time to time have such other place or places of business within or without the State of Texas as may be determined by the General Partner.

2.5 Fiscal Year. The fiscal year of the Partnership shall end on the last day of each calendar year. The Partnership shall have the same fiscal year for income tax purposes and for accounting purposes.

2.6 Names and Addresses of Partners. The names and addresses of the Partners are as set forth on Exhibit "A" hereto.

2.7 Term. The Partnership will commence upon the filing of the Certificate of Limited Partnership in accordance with the Act, and shall continue in existence until December 31, 2050, or such later date to which the Partners shall extend the term of the Partnership, unless earlier terminated in accordance with any provision of this Agreement.

2.8 Registered Office. The registered office of the Partnership shall be located at 350 North St. Paul Street, Dallas, Texas 75201. The Registered Agent of the Partnership may from time to time change the registered office of the Partnership by complying with the applicable provisions of the Act.

2.9 Registered Agent. The Registered Agent of the Partnership shall be CT Corporation System at the registered office of the Partnership. Should the Registered Agent resign or become disqualified for service as Registered Agent, then the General Partner shall obtain and designate a new Registered Agent not less than thirty (30) days after such event. The General Partner shall notify the Limited Partners in writing not more than ten (10) days after the effective date of a change in Registered Agent. The General Partner may remove the Registered Agent at any time and appoint as successor Registered Agent any qualified Person designated by the General Partner.

ARTICLE 3  
CAPITAL, DISTRIBUTIONS AND ALLOCATIONS

3.1 Contributions.

(a) Initial Capital Contribution. When required by the General Partner, the Partners will make the initial contributions to the Partnership. The agreed net fair market value of the initial contributions and the initial Capital Account balances of the Partners are reflected on Exhibit "A" hereto.

(b) Additional Contributions. No Partner shall be required to make additional capital contributions to the Partnership unless the General Partner requests such a capital contribution and Limited Partners holding a majority of the Percentage Interests approve such a contribution. Any such additional capital contributions shall be made by the Limited Partners in proportion to their respective Percentage Interests.

3.2 Distributions and Allocations. All distributions and allocations of items of profit and loss shall be in proportion to the Percentage Interests. Tax allocations shall be made in accordance with the Code and the regulations issued thereunder. Capital Accounts shall be maintained in accordance with Section 704(b) of the Code.

3.3 Interest. No interest shall be paid by the Partnership on contributions to the capital of the Partnership.

3.4 Withdrawal and Return of Capital. A Partner shall not be entitled to withdraw any part of its contribution or to receive any distribution from the Partnership, except as approved by the General Partner or as otherwise provided in this Agreement.

3.5 Loans from Partners. Loans by a Partner to the Partnership shall not be considered contributions to the capital of the Partnership.

ARTICLE 4  
CONDUCT OF ACTIVITIES

4.1 Powers of General Partner.

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

(b) Prohibitions and Limitations.

- (i) The General Partner shall not do any act in contravention of this Agreement.
- (ii) The General Partner shall not do any act that would make it impossible to carry on the business of the Partnership.
- (iii) The General Partner shall not possess Partnership property or assign rights in Partnership property for other than Partnership purposes.
- (iv) The General Partner shall not admit a person as a General Partner or Limited Partner, except as expressly permitted in this Agreement.
- (v) No act or power of the General Partner authorized by this Agreement or otherwise authorized by law shall in any manner increase or extend the liability of any Limited Partner as described in this Agreement.

(c) Certificate of Limited Partnership. Promptly after the execution of this Agreement, the General Partner shall cause to be filed the Certificate of Limited Partnership as required by the Act and such other certificates or documents as may be required in Texas or any other state. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and shall do all things necessary to the maintenance of the Partnership as a Limited Partnership under the laws of Texas or any other state. The Certificate of Limited Partnership shall include such provisions of this Agreement and other items as are required by law or as are considered desirable by the General Partner. If the Certificate of Limited Partnership contains items not required by law, the General Partner shall be authorized to file an amended Certificate of Limited Partnership deleting such items.

(d) Tax Matters Partner. The General Partner is hereby designated the "tax matters partner" of the Partnership within the meaning of the Code. Except as specifically provided in the Code and the regulations issued thereunder, the General Partner in its sole discretion shall have exclusive authority to act for or on behalf of the Partnership with regard to tax matters, including, without limitation, the authority to make (or decline to make) any available tax elections. The tax returns of the Partnership shall be filed on such basis (cash, accrual or otherwise) as the General Partner determines to be necessary and in accordance with the requirements of the Code. The General Partner shall cause the Partnership's tax returns to be prepared and Schedule K-1 or any successor form to be prepared and delivered in a timely manner to the Limited Partners.

(e) Records. The General Partner shall cause the Partnership to maintain or cause to be maintained true and proper books, records, reports, and accounts in which shall be entered all transactions of the Partnership. Such books, records, reports and accounts shall be located at the principal place of business of the Partnership and shall be available to any Partner for inspection and copying during reasonable business hours.

(f) Interests in Other Entities. The General Partner shall be authorized to cause the Partnership to acquire an interest in one or more corporations and/or in one or more other entities as the General Partner determines necessary or appropriate to carry out the business of the Partnership.

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

4.3 Title to Partnership Assets. All assets of the Partnership shall be deemed to be owned by the Partnership, as an entity, and no Partner, individually or collectively, shall have any ownership interest in the assets of the Partnership or any portion thereof. The Partnership shall hold all material assets of the Partnership in its own name or in the name of one or more nominees (which may include the General Partner or its affiliates) for the Partnership.

4.4 No Compensation. Except as provided in Section 4.5, no Partner shall be compensated for its services provided as a Partner to the Partnership.

4.5 Reimbursement of Expenses. Notwithstanding Section 4.5, the General Partner and its affiliates shall be entitled to reimbursement, together with reasonable interest thereon, for all expenses that they reasonably incur for Partnership purposes, including but not limited to the costs of personnel, equipment, and materials used in Partnership operations and the portion of the administrative and overhead expenses (such as rent and office maintenance thereof, payroll and payroll taxes, franchise taxes, insurance, employee benefits, travel and entertainment and similar expenses) of the General Partner and its affiliates at their principal place of business that is properly allocable to the Partnership.

4.6 Consent in Lieu of Meeting. Any action which may be taken by the Partners at a meeting may be effected through the execution of written consents by the requisite percentage in interest of the Partners.

## ARTICLE 5 TRANSFER OF INTERESTS

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



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

5.2 Transfer of Interest of General Partner. The General Partner may not Transfer all or any portion of its Partnership Interest as the General Partner unless a majority in interest of the Limited Partners consent (i) to such Transfer, which consent may be given or withheld in the sole discretion of the Limited Partners, and (ii) to the admission of the transferee as a General Partner of the Partnership.

5.3 Transfer of Interest of Limited Partners. A Limited Partner may not Transfer all or any portion of its Partnership Interest without the prior written consent of the General Partner and all Limited Partners. In the case of any Transfer approved by the General Partner and all Limited Partners, the transferee or pledgee shall (i) agree to comply with and be bound by this Agreement and to execute any document that the General Partner may reasonably require to be executed in connection with the assignment to him, and (ii) appoint the General Partner his attorney-in-fact pursuant to the power of attorney set forth in Article 7.

5.4 Removal of General Partner. Upon the occurrence of an Event of Default, a majority in interest of the Limited Partners may require the removal of the General Partner, in accordance with the following provisions:

(a) A notice of removal signed by a majority in interest of the Limited Partners shall be delivered to the General Partner. Upon receipt of the notice, the General Partner shall offer to sell its Partnership Interest to the Limited Partners, each of whom then shall have seven (7) days in which to notify the General Partner whether he elects to purchase a pro rata portion of the General Partner's Partnership Interest.

(b) The General Partner shall sell its Partnership Interest (i) in equal undivided portions to those Limited Partners electing pursuant to paragraph (a) above to purchase same, or (ii) in the absence of any Limited Partners so electing, to a third party approved by a majority in interest of the Limited Partners; provided, however, if no such third party can be located and none of the Limited Partners elects to purchase the General Partner's Partnership Interest, the General Partner may not be removed and its Partnership Interest may not be sold pursuant to this paragraph. The sale described in this paragraph shall occur within sixty (60) days after the date the notice described in paragraph (a) above is delivered to the General Partner.

(c) Any sale of the General Partner's Partnership Interest pursuant to paragraph (b) above shall be made at the fair market value of such Partnership Interest. The fair market value shall be mutually agreed upon by the General Partner and the purchaser. If such an agreement cannot be reached, the fair market value of the Partnership Interest shall be determined by a reputable, independent appraiser experienced in such matters jointly selected by the General Partner and the purchaser. If the General Partner and the purchaser are unable to agree on such an appraiser, the General Partner shall select an appraiser, the purchaser shall select an appraiser and the two appraisers shall select a third appraiser, which third appraiser shall determine the value of the Partnership Interest. The Partnership shall pay the costs of all such appraisers.

ARTICLE 6  
DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

6.1 Dissolving Events. The Partnership shall be dissolved upon the occurrence of any of the following events:

- (a) expiration of the Partnership term;
- (b) issuance of an order by a court of competent jurisdiction requiring the Dissolution of the Partnership;
- (c) permanent cessation of the Partnership's business;
- (d) consent to dissolve the Partnership by all Partners;
- (e) the withdrawal, retirement, Bankruptcy, Dissolution, death or incapacity of the General Partner; or
- (f) any other event which results in Dissolution of the Partnership under the Act.

6.2 Winding Up of the Partnership.

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

ARTICLE 7  
POWER OF ATTORNEY

7.1 Grant of Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner (and any successor General Partner) and the authorized officers and attorneys-in-fact of the General Partner (and any successor General Partner), voting together or individually, with full power of substitution as its true and lawful attorney-in-fact and agent, with full power and authority in his name, place and stead to:

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

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

7.2 Nature of Power of Attorney. The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the death, incompetency or termination of existence of such Limited Partner and shall extend to such Limited Partner's heirs, successors and assigns. Each Limited Partner hereby agrees to be bound by any representations made by the General Partner, acting in good faith pursuant to such power of attorney, and each Limited Partner hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any such instruments executed by the attorney-in-fact and agent herein appointed is regular and binding without further inquiry.

7.3 Other Instruments. Each Limited Partner shall execute and deliver to the General Partner within five (5) days after receipt of the General Partner's request therefor such further designations, powers of attorney and other instruments as the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

ARTICLE 8  
MISCELLANEOUS

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

8.2 Entire Agreement. This Agreement constitutes the entire agreement among the Partners with respect to the subject matter hereof and supersedes any prior agreement or understanding among them with respect to such subject matter.

8.3 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby

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

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

8.6 Successors and Assigns. Except as otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Partners and their successors and assigns.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

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

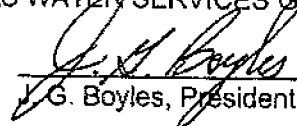
8.9 Amendment of Partnership Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement signed by all of the Partners.

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

General Partner:

TEXAS WATER SERVICES GROUP, LLC

By:

  
J. G. Boyles, President

Limited Partner:

TECON WATER COMPANIES, INC.

By:   
John H. McClellan, Vice President

EXHIBIT "A"

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



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

Monarch Utilities I L.P.  
800034797

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

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

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

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



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

Geoffrey S. Connor  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas

JUL 30 2004

Corporations Section

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

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

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

Michael O. Quinn	President
Peter J. Moerbeek	Treasurer
Richard J. Shields	Vice President and Secretary

Dated: July 27, 2004

TECON WATER COMPANY L.P.

By: Michael O. Quinn  
Michael O. Quinn, President,  
Texas Water Services Group, LLC,  
Its General Partner



**Form 424**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: See instructions



**Certificate  
of Amendment**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 800034797 04/22/2022  
Document #: 1142207500002  
Image Generated Electronically  
for Web Filing

**Entity Information**

The filing entity is a: **Domestic Limited Partnership (LP)**

The name of the filing entity is: **Monarch Utilities I L.P.**

The file number issued to the filing entity by the secretary of state is: **800034797**

**Amendment to Name**

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

**Texas Water Utilities, L.P.**

A letter of consent, if applicable, is attached.

**Statement of Approval**

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing**

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **April 22,**  
**2022**

**Texas Water Services Group, LLC - General Partner, by Mark Wang,**  
**Secretary**

Signature of authorized person



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Texas Water Utilities, L.P.  
800034797

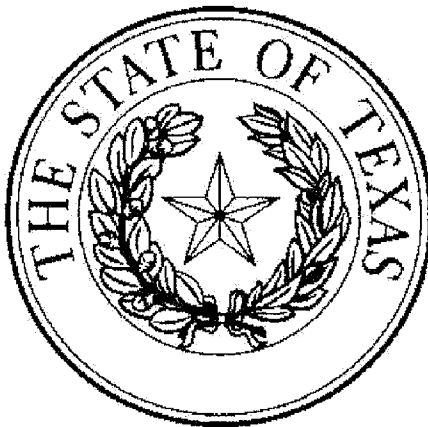
[formerly: Monarch Utilities I L.P.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/22/2022

Effective: 04/22/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott  
Secretary of State

**Attachment 6 – Transferee Certificate of Account Status (Q7)**



## Franchise Tax Account Status

As of : 01/09/2023 09:11:20

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

### TEXAS WATER UTILITIES, L.P.

**Texas Taxpayer Number** 10303732514

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

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 12/10/2001

**Texas SOS File Number** 0800034797

**Registered Agent Name** COGENCY GLOBAL INC.

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

**Attachment 7 – Transferee Financial Statements (Q10)**

**\*to be provided separately under confidential seal\***

**Attachment 8 – Transferee Capital Improvement Plan (Q10)**

**\*to be provided separately under confidential seal\***

**Attachment 9 –Transferee Affiliated Interests (Q10)**

**\*to be provided separately under confidential seal\***

**Attachment 10 – Transferee Enforcement Action Status (Q18)**



Summary of Open Enforcement Actions  
 Texas Water Utilities, L.P.  
 Dec-22

System	Docket No.	Water/Wastewater	Violation	Date AD Signed by TCEQ	SWWC Compliance Achieved	Notice of Compliance Rec'd by SWWC	Comments
Indian Hills Harbor	2022-0888-PWS-E	Water	TTHMs	Awaiting TCEQ Signature			Received Proposed Agreed Order with \$3,375 administrative penalty
La Tierra	2021-1537-IWD-E	Wastewater	Effluent Violations	Awaiting TCEQ Signature			Effluent not currently in compliance.
Holiday Villages of Livingston	2022-0430-MWD-E	Wastewater	Effluent Violations	Awaiting TCEQ Signature			Effluent compliant since June 2022. Awaiting approval for SEP.
Ridgecrest	2021-0550-PWS-E	Water	HAA5s	9/15/2022	10/18/2021		HAA5s concentration has returned to compliance
Governors Point	2020-1182-PWS-E	Water	Plan Review & Pressure Tank Capacity	6/29/2021	8/28/2020		Certification statement submitted to TCEQ. New approved PT in service Jan 2022

Note: Correspondence with TCEQ regarding the above open enforcement actions is available and will be provided upon request

**Attachment 11 – Transferor TCEQ Compliance Inspection  
(Q22A)**

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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

August 12, 2022

**CERTIFIED MAIL # 9489 0090 0027 6331 5158 20**  
**ELECTRONIC RECEIPT REQUESTED**

Mr. Steven Sullivan  
President  
Southern Horizons Development, Inc.  
Post Office Box 1076  
Splendora, Texas 77372-1076

Re: Notice of Violation for the Modified Comprehensive Compliance Investigation at:  
Southern Oaks Water System Phase 2, 1211 County Road 3737, Splendora, Liberty  
County, Texas  
Regulated Entity No.: 102322567, TCEQ ID No.: 1460150  
Investigation ID No.: 1817967

Dear Mr. Sullivan:

On May 27, 2022, Mr. Dillon Johnston of the Texas Commission on Environmental Quality (TCEQ) Houston Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for Public Water Supply. Enclosed is a summary which lists the investigation findings. During the investigation, some concerns were **noted which were alleged noncompliance's that have been resolved as Resolved Violations based on subsequent corrective action.** In addition, certain outstanding alleged violations were identified for which compliance documentation is required. Please submit to this office by the compliance due date listed on the Summary of Investigation Findings enclosure, a written description of corrective action taken and the required documentation demonstrating that compliance has been achieved for each of the outstanding alleged violations.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled Obtaining TCEQ Rules (GI 032) are located on our agency website at <https://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Houston Region Office at (713) 767-3650 or the Central Office Publications Ordering Team at (512) 239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. If you have additional information that we are unaware of, you have the opportunity to contest the violations documented in this notice. Should you choose to do so, you must notify the Houston Region Office within 10 days from the date of this letter. At that time, PWS Team Leader, Ms. Nichole Batista Nunes, will schedule a violation review meeting to be conducted within 21 days from the date of this letter.


Mr. Steven Sullivan, President

Page 2

August 12, 2022

If you or members of your staff have any questions, please feel free to contact Mr. Johnston in the Houston Region Office at (713) 767-3530.

Sincerely,



Nichole Batista Nunes  
Water Section Team Leader  
Houston Region 12  
Texas Commission on Environmental Quality

NBN/DJ/tj

cc: Ms. Jodie Hoang, Compliance Coordinator, Hydrotech Utilities, Via E-Mail

Enclosure: Summary of Investigation Findings

# Summary of Investigation Findings

SOUTHERN OAKS WATER SYSTEM PHASE 2

Investigation #

1817967  
Investigation Date: 05/27/2022

, LIBERTY COUNTY,

Additional ID(s): 1460150

## OUTSTANDING ALLEGED VIOLATION(S)

Track No: 777744 Compliance Due Date: 09/16/2021

30 TAC Chapter 290.109(d)(1)(B)

### Alleged Violation:

Investigation: 1722920

Comment Date: 06/08/2021

Failure by Southern Horizons Development Inc.- Southern Oaks WS to obtain routine distribution coliform samples at locations specified in the system's monitoring plan.

During the investigation, it was noted that the water system did not obtain routine distribution coliform samples at locations specified in the system's Monitoring Plan. The coliform samples were taken at the following locations on the provided dates: January 6, 2020 at 517 Southern Oaks; February 3, 2020 at 15634 CR 3737; April 13, 2020 at 1220 CR 3737; May 4, 2020 at 20150 CR 3737; June 2, 2020 at 21617 CR 3737; July 1, 2020 at 19150 CR 331; September 1, 2020 at 644 Southern Oaks NW; and March 1, 2021 at 601 CR 3737. The Monitoring Plan coliform sample site locations are 1051 CR 3737, 429 CR 3737, 534 CR 3737, 603 CR 3737, and 501 CR 3737.

Investigation: 1817967

Comment Date: 08/11/2022

Failure by Southern Horizons Development Inc.- Southern Oaks WS to obtain routine distribution coliform samples at locations specified in the system's monitoring plan.

**Recommended Corrective Action:** Begin obtaining routine distribution coliform samples from locations listed in the monitoring plan. Submit three months of routine distribution coliform samples with a list of the sample sites to the Beaumont Regional Office.

Track No: 821073 Compliance Due Date: 11/10/2022

30 TAC Chapter 291.93(3)

### Alleged Violation:

Investigation: 1817967

Comment Date: 08/11/2022

Failure to provide a minimum a capacity of well capacity of 1.5 gallons per connection.

Failure, by a retail public utility that possesses a certificate of public convenience and necessity that has reached 85% of its capacity as compared to the most restrictive criteria of the commission's minimum capacity requirements in Chapter 290 T.A.C., to submit to the executive director a planning report that clearly explains how the retail public utility will provide the expected service demands to the remaining areas within the boundaries of its certificated area. A report is not required if the source of supply available to the utility service provider is reduced to below the 85% level due to a court or agency conservation order unless that order is expected to extend for more than 18 months from the date it is entered in which case a report shall be required.

After any commission field inspection, a retail public utility must analyze the system's capacity to determine if it has reached 85% of its capacity. If the retail public utility has reached 85% of its capacity, it must file this report no later than 90 days after the date of a commission letter detailing the results of the inspection. Capacity is considered to be the overall rated capacity in number of residential connection equivalents based on the most restrictive criteria for production, treatment, storage, or pumping.

(B) The report should be submitted in writing and should contain the following: (i) a brief description of the overall utility system and service area; (ii) an analysis of the plant capacity as defined in subparagraph

(A) of this paragraph; (iii) details on how the retail public utility will provide service to the remaining areas within the boundaries of its certificated area. This includes projections of cost and expected design and installation dates for additional facilities.

(C) The executive director may waive or limit the reporting requirements if the retail public utility demonstrates that the projected growth of the area will not require the retail public utility to exceed 100% of its current capacity for the next five years.

(D) Any retail public utility required to file reports under this section of the rules, including those requesting waivers, shall file updated reports within 90 days after the retail public utility receives a copy of each subsequent commission field inspection report until the system demand is below 85% capacity. Specifically, it is noted on this investigation that your well has reached 129 % of its capacity. This was based on 43 connections.

**Recommended Corrective Action:** Submit compliance documentation to the TCEQ Technical Review and Oversight Team or Plan Review and CC the TCEQ Houston Region Office demonstrating corrective measures have been taken to resolve the alleged violation.

Please be advised that public water systems shall notify the executive director prior to making any significant change or addition to the system's production, treatment, storage, or distribution facilities. Public water systems shall submit plans and specifications for the proposed changes upon request to:

Plan and Technical Review Section  
Water Supply Division MC -159  
TCEQ  
PO Box 13087  
Austin, Texas 78711-3087  
512-239-4691  
PTRS@tceq.texas.gov

The water system may request an exception to this requirement by writing to:

Technical Review and Oversight Team  
Plan and Technical Review Section, MC-159  
Texas Commission on Environmental Quality  
PO Box 13087  
Austin, Texas 78711-3087  
512-239-4691  
PTRS@tceq.texas.gov

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**Track No:** 821074      **Compliance Due Date:** 11/10/2022  
**30 TAC Chapter 290.45(b)(1)(A)(i)**

**Alleged Violation:**

Investigation: 1817967

Comment Date: 08/11/2022

---

Failure to provide a minimum a capacity of well capacity of 1.5 gallons per connection.

Failure to provide minimum well capacity of 1.5 gallons per minute per connection. At the time of the inspection the facility had a total of 43 connections and is required to provide 1.5 gallons per minute (gpm) per connection (conn). The well produced a total of 50 gpm and is short a total of 14.5 gpm. This is calculated in the following manner:

Required	1.5 gpm /conn X 43 conn. = 64.5 gpm Total
Short	64.5 gpm Required - 50 gpm Produced = 14.5 gpm Total

Please be advised that public water systems shall notify the executive director prior to making any significant change or addition to the system's production, treatment, storage, or distribution facilities. Public water systems shall submit plans and specifications for the proposed changes upon request. The water system may request an exception to these requirements by writing to TCEQ, Water Supply Division, Public Drinking Water Section, Technical Review & Oversight, MC 159, P.O. Box

The water system must be modified to meet this requirement to assure an adequate supply of water at all times.

**Recommended Corrective Action:** Submit compliance documentation to the TCEQ Houston Region Office demonstrating corrective measures have been taken to resolve the alleged violation.

Please be advised that public water systems shall notify the executive director prior to making any significant change or addition to the system's production, treatment, storage, or distribution facilities. Public water systems shall submit plans and specifications for the proposed changes upon request to:

Plan and Technical Review Section  
Water Supply Division MC -159  
TCEQ  
PO Box 13087  
Austin, Texas 78711-3087  
512-239-4691  
PTRS@tceq.texas.gov

The water system may request an exception to this requirement by writing to:

Technical Review and Oversight Team  
Plan and Technical Review Section, MC-159  
Texas Commission on Environmental Quality  
PO Box 13087  
Austin, Texas 78711-3087  
512-239-4691  
PTRS@tceq.texas.gov

## ALLEGED VIOLATION(S) NOTED AND RESOLVED

**Track No:** 777748

**30 TAC Chapter 290.110(c)(4)(A)**

**Alleged Violation:**

Investigation: 1722920

Comment Date: 05/19/2021

Failure by Southern Horizons Development Inc.- Southern Oaks WS to monitor the disinfectant residual at representative locations in the distribution system at least once every seven days.

During the investigation, it was noted that the following dates the water system failed to take the distribution chlorine residual at least every seven days: January 6-15 and 20-30, 2020; February 3-11, 11-20, and 26-March 6, 2020; March 19-27, 2020; April 13-23, 2020; May 4-13 and 20-29, 2020; June 2-10 and 17-25, 2020; July 22-30, 2020; September 14-22 and 28-October 6, 2020; October 12-12 and 27-November 4, 2020; November 10-19, 2020, December 2-10 and 29, 2020-January 7, 2021; January 12-20, 2021; and February 15-26, 2021. It was also noted that the water system does not record the sample location of the distribution disinfectant residuals.

Investigation: 1817967

Comment Date: 08/11/2022

Failure by Southern Horizons Development Inc.- Southern Oaks WS to monitor the disinfectant residual at representative locations in the distribution system at least once every

seven days.

**Recommended Corrective Action:** Begin monitoring the distribution disinfectant residual at least every seven days and indicating the sample location. Submit three months of residual records to the Beaumont Regional Office.

**Resolution:** This alleged violation was resolved on July 25, 2022, based on documentation received via email from Ms. Jodie Hoang by the TCEQ's Houston Region Office.

---

**Track No:** 777749

**30 TAC Chapter 290.46(p)(2)**

**Alleged Violation:**

Investigation: 1722920

Comment Date: 05/19/2021

Failure by Southern Horizons Development Inc.- Southern Oaks WS to provide the executive director with a written list on an annual basis of all the operators and operating companies that the public water system employs.

During the investigation, it was noted that the water system submitted a copy of a certified list of operators employed by the water system that was provided to a customer on July 27, 2018. There is no documentation showing that this was provided to the executive director.

Investigation: 1817967

Comment Date: 08/11/2022

Failure by Southern Horizons Development Inc.- Southern Oaks WS to provide the executive director with a written list on an annual basis of all the operators and operating companies that the public water system employs.

**Recommended Corrective Action:** Submit a written list of all operators or operating companies employed by the water system to the executive director. Submit a copy to the Beaumont Regional Office.

**Resolution:** This alleged violation was resolved on July 25, 2022, based on documentation received via email from Ms. Jodie Hoang by the TCEQ's Houston Region Office.

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**Track No:** 777753

**30 TAC Chapter 290.41(c)(3)(Q)**

**Alleged Violation:**

Investigation: 1722920

Comment Date: 05/19/2021

Failure by Southern Horizons Development Inc.- Southern Oaks WS to have all well openings to the atmosphere covered with a 16-mesh or finer, corrosion-resistant screening material or an acceptable equivalent.

During the investigation, it was noted that the opening to the atmosphere on the air release device for the well was not covered with 16-mesh screen or finer. Significant Deficiencies could be subject to 40 Code of Federal Regulations (CFR) Subpart S-Groundwater Rule regarding significant deficiencies if not corrected or part of a state approved corrective action plan by the violation deadline.

Investigation: 1817967

Comment Date: 08/11/2022

Failure to properly screen the well casing vent with 16-mesh or finer corrosion-resistant screening material.

**Recommended Corrective Action:** Install 16-mesh screen or finer covering the opening to the atmosphere on the air release device for the well and submit photographic documentation to the Beaumont Regional Office.

**Resolution:** This alleged violation was resolved on May 27, 2022, based on documentation received via email from Ms. Jodie Hoang by the TCEQ's Houston Region Office.

---

**Track No:** 821070

**30 TAC Chapter 290.46(m)**



**Alleged Violation:**

Investigation: 1817967

Comment Date: 08/11/2022

Failure to employ good maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment.

A public water system's facilities shall be maintained in a manner so as to minimize the possibility of the harboring of rodents, insects, and other disease vectors, and in such a way as to prevent other conditions that might cause contamination of the water.

At the time of the investigation, along the southwestern edge of the fence line of Plant 1 was overgrown with vegetation.

**Recommended Corrective Action:** Submit compliance documentation to the TCEQ Houston Region Office demonstrating corrective measures have been taken to resolve the alleged violation.

**Resolution:** This alleged violation was resolved on June 6, 2022, based on documentation received via email from Ms. Jodie Hoang by the TCEQ's Houston Region Office.

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**Track No:** 821071**30 TAC Chapter 290.46(m)****Alleged Violation:**

Investigation: 1817967

Comment Date: 08/11/2022

Failure to employ good maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment.

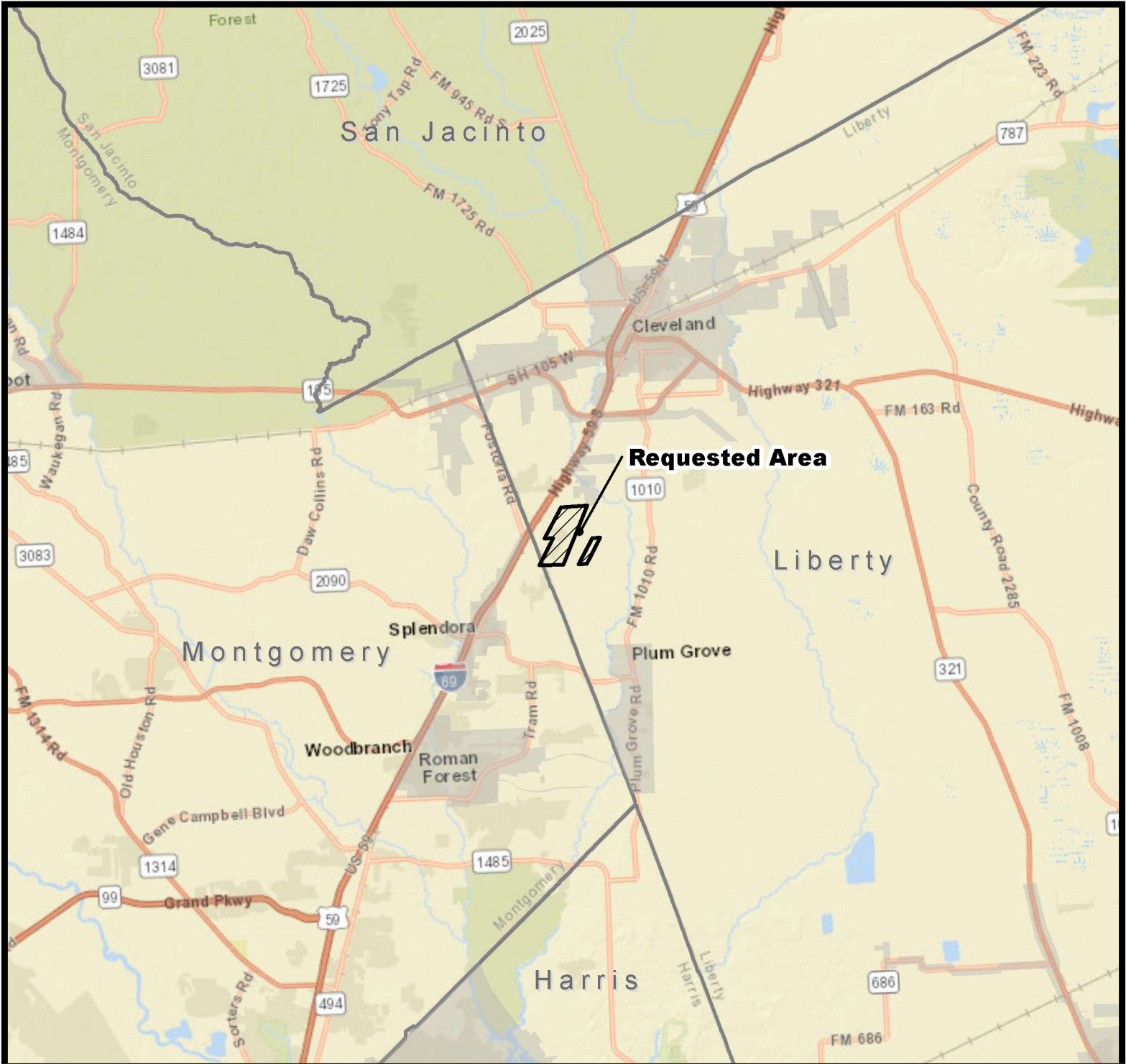
A public water system's facilities shall be maintained in a manner so as to minimize the possibility of the harboring of rodents, insects, and other disease vectors, and in such a way as to prevent other conditions that might cause contamination of the water.

At the time of the investigation, along the southwestern edge of the fence line of Plant 1 the barbed wire was being compressed by vegetation hanging over the fence and the barbed wire had come loose from the support arms.

**Recommended Corrective Action:** Submit compliance documentation to the TCEQ Houston Region Office demonstrating corrective measures have been taken to resolve the alleged violation.

**Resolution:** This alleged violation was resolved on June 6, 2022, based on documentation received via email from Ms. Jodie Hoang by the TCEQ's Houston Region Office.


**Attachment 12 – Large and Small Scale Maps (Q29)**



**General Location**

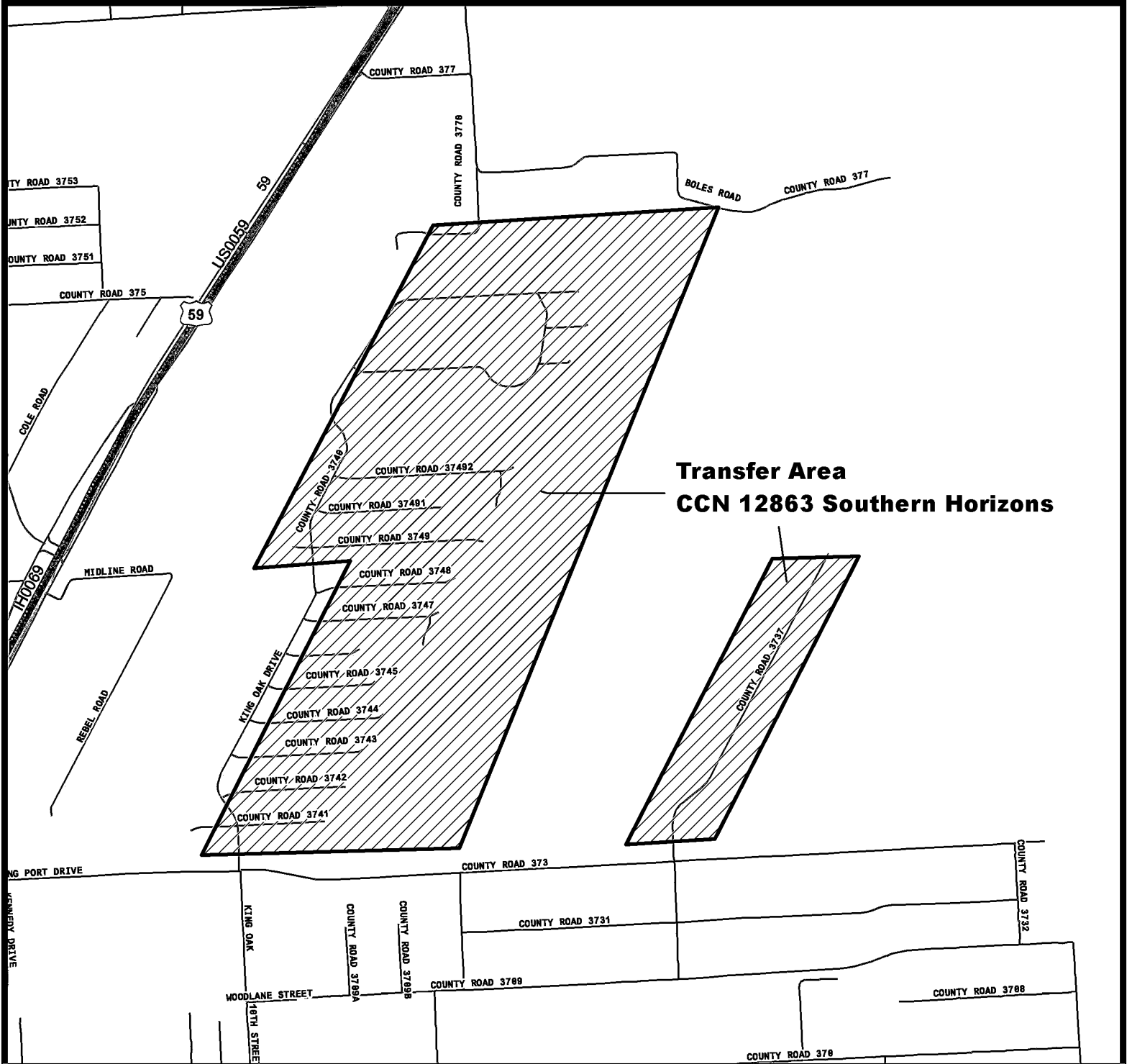
Application to Transfer Southern Horizons Development, Inc. CCN No. 12863 to Texas Water Utilities, L.P., CCN No. 12983 in Liberty County

**Requested Water Service Area to Transfer**

 CCN 12863 - Southern Horizons Development, Inc.



0 10,000 20,000 Feet



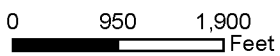
**Transfer Area  
CCN 12863 Southern Horizons**

**Requested Area - Detail Location**

Application to Transfer Southern Horizons Development, Inc. CCN No. 12863  
to Texas Water Utilities, L.P., CCN No. 12983  
in Liberty County

**Requested Water Service Area to Transfer**

CCN 12863 - Southern Horizons Development, Inc.



**Attachment 13 – Fair Market Value Reports (Q11)**

**\*to be provided separately under confidential seal\***

**Attachment 14 – Fair Market Value Invoices (Q11)**

**\*to be provided separately under confidential seal\***