# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is entered into as of the date set forth on the signature page below (this "***Agreement***"), by and between the UNDERSIGNED COUNTERPARTY (together with its successors and permitted assigns, the "***Counterparty***") and Enprotec / Hibbs & Todd, Inc., a Texas limited liability company (together with its successors and permitted assigns, "***EHT***", and together with the Counterparty, the "***Parties***").

## RECITALS

WHEREAS, the Parties desire to engage in discussions that may involve the exchange of sensitive, proprietary, or otherwise confidential information; and

WHEREAS, the Parties desire to enter into this Agreement so as to protect the confidentiality of the information disclosed between the Parties.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions and Rules of Interpretation.

(a) *Definitions*. The following terms used herein, including in the preamble and recitals, shall have the following meanings:

(i) "***Confidential Information***" means any and all information (whether written, electronic, or oral) furnished at any time by a Disclosing Party or its Representatives to a Receiving Party or its Representatives and all analyses, compilations, forecasts, studies or other documents (whether written or electronic) prepared by a Receiving Party or its Representatives which contain or reflect any such information; *provided, however*, the following shall not be considered "Confidential Information" for purposes hereof: (1) information that was already in Receiving Party's possession prior to receipt from Disclosing Party, (2) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives in violation of this Agreement, (3) information that is independently developed by Receiving Party or its Representatives without reference to or use of other elements of the Information, (4) information that is generally made available by Disclosing Party to third parties without restriction, and (5) information that is provided by Disclosing Party to Receiving Party with express prior written approval that such Confidential Information is approved for public dissemination.

(ii) "***Disclosing Party***" means a Party or its Representative that sends (by any means) any Confidential Information to Receiving Party.

(iii) "***Receiving Party***" means that Party or its Representatives to whom any Confidential Information is sent by a Disclosing Party.

(iv) "***Affiliates***" means any person that, directly or indirectly, controls or is controlled by, or is under common control with, a Party.

(v) "**Representatives**" means only those individuals or Affiliates providing consulting services to EHT and who are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

(b) *Rules of Interpretation*. Except as otherwise provided in this Agreement, each Party hereby agrees and acknowledges that the following rules of interpretation shall apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) the word "or" is not exclusive; (iii) a reference to a law or governmental rule includes any amendment or modification to such law or rule, and all regulations, rulings and other laws promulgated under such law or rule; (iv) a reference to a person includes its successors and permitted assigns; (v) the words "include", "includes", and "including" are not limiting; (vi) the words "hereof," "herein", "hereunder", "hereby", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vii) the words "will" and "shall" are used interchangeably with the same meaning. Article, Section and paragraph headings and the footers have been inserted in this Agreement as a matter of convenience for reference only, such are not a part of this Agreement, and shall not be used in the interpretation of any provision of this Agreement.

2. Obligations of Receiving Party.

(a) Each Receiving Party shall: (i) keep and safeguard all the Confidential Information as confidential; (ii) not disclose any Confidential Information in any manner whatsoever, except as required by applicable law pursuant to Section 3 below; and (iii) not use any Confidential Information for its own financial gain or benefit.

(b) Notwithstanding Section 2(a) above, a Receiving Party may reveal the Confidential Information to its Representatives (a) who are informed by Receiving Party of the confidential nature of the Confidential Information; and (b) who agree to strictly abide by the terms of this Agreement, or are under a duty of confidentiality to the Receiving Party no less strict than the terms of this Agreement.

(c) Each Party shall cause its Representatives to observe the terms of this Agreement. Neither Party may remove any proprietary, copyright, confidential, trade secret or other legend from any of the other Party's Confidential Information.

3. Required Disclosures. In the event that a Receiving Party is requested or required by a court of competent jurisdiction (whether by interrogatory, request for information or documents, subpoena, deposition, court order, or other process) to disclose any Confidential Information (the "***Required Disclosure***"), Receiving Party shall, to the extent permitted by applicable law, provide prompt written notice to Disclosing Party concerning such Required Disclosure. If Receiving Party determines that such notice is permitted by law, Receiving Party shall cooperate with Disclosing Party in seeking an appropriate protective order. If the Required Disclosure is required by applicable law, then Receiving Party shall ensure that no additional Confidential Information than strictly necessary is disclosed in complying with any such request

or requirement. In any event, Receiving Party will not oppose any action by Disclosing Party to obtain an appropriate protective order, injunction, or other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Destruction or Erasure of Confidential Information. To the fullest extent permitted by applicable law, and to the extent reasonably practicable, Receiving Party agrees that it will, upon Disclosing Party's written request:

(a) promptly destroy all copies of the written Confidential Information in Receiving Party's possession and confirm such destruction to Disclosing Party in writing,

(b) take reasonable steps to delete, erase, and remove electronic Confidential Information in Receiving Party's computer systems and confirm such deletion and removal to Disclosing Party in writing, and/or

(c) promptly deliver to Disclosing Party, at Receiving Party's sole expense, all copies of the written Confidential Information in Receiving Party's possession.

Receiving Party shall be permitted to retain copies of the Confidential Information to the extent required to comply with any law or court order to which Receiving Party is subject. Notwithstanding anything to the contrary contained herein, any Confidential Information, or copy or portion thereof, that is retained by a Receiving Party shall be maintained in accordance with the confidentiality obligations of this Agreement for so long as such Confidential Information is held.

5. Termination. This Agreement shall terminate on the earlier of (a) two (2) years from date hereof, or (b) the date upon which the Parties enter into a definitive agreement that expressly supersedes this Agreement.

6. No Representations or Warranties. Each Party acknowledges and agrees that no representation or warranty, express or implied, is made by either Party or any of its Representatives as to the accuracy or completeness of any of the Confidential Information. Neither Party nor any of its Representatives shall have any liability to the other Party or any of its Representatives on account of the use of any Confidential Information by such Party or any of its Representatives or any inaccuracy therein or omission therefrom. Nothing in this Agreement nor the furnishing of Confidential Information pursuant hereto shall be construed in any way as obligating either Party to enter into any further agreement, negotiation or transaction with any other person, including without limitation. Furthermore, nothing in this Agreement shall limit either Party from entering into any agreement, negotiation or transaction with any other person engaged in the same or similar line of business as the other Party hereto, provided, however, that such Party does not disclose or otherwise use Confidential Information in connection with any such agreement, negotiation or transaction with such other person.

7. Indemnification and Breach.

(a) In the event of any unauthorized use or disclosure or threatened unauthorized use or disclosure of Confidential Information covered by the terms of this Agreement by a Receiving Party, Disclosing Party shall be entitled to an injunction, without the requirement

to post bond, prohibiting any such breach or disclosure of Confidential Information. In addition to injunctive relief, Disclosing Party shall have all other rights and remedies afforded to it by law.

(b) Receiving Party agrees to indemnify and hold harmless Disclosing Party from any damage, loss, cost, or liability (including reasonable attorney fees) arising or resulting from any unauthorized use or disclosure of the Confidential Information by Receiving Party or any of its representatives or employees. Notwithstanding the foregoing, the Parties acknowledge that Confidential Information is valuable and unique and that unauthorized disclosure or use of such Confidential Information will result in irreparable injury to Disclosing Party.

8. Miscellaneous.

(a) *Notices.* All notices, requests, demands, and other communications required or permitted to be given under this Agreement by any Party shall be in writing delivered to the applicable Parties at the address set forth on the signature pages hereto, or to such other address as any Party may designate from time to time by written notice to all other Parties. Each such notice, request, demand, or other communication shall be deemed given and effective, as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by first-class U.S. Mail, postage prepaid, upon the earlier to occur of receipt or three (3) days after deposit in the U.S. Mail; (iii) if sent by a recognized prepaid overnight courier service, one (1) day after the date it is given to such service; (iv) if sent by facsimile, upon receipt of confirmation of successful transmission by the facsimile machine; and (v) if sent by email, upon acknowledgement of receipt.

(b) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment in violation of this provision shall be void.

(c) *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.

(d) *Amendments and Waivers.* This Agreement may only be amended or modified by an instrument in writing signed by all of the Parties.

(e) *Severability.* If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that such court deems enforceable, then such court shall reduce the time period or scope to the maximum time period or scope permitted by law.

(f) *Waiver.* No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(g) *Attorneys' Fees and Costs.* In the event that either Party commences an action to enforce the terms of this Agreement, or to seek damages or injunctive relief for the alleged breach thereof, the prevailing party (as determined by a court of competent jurisdiction) shall be entitled to collect from the non-prevailing party its, his or her reasonable attorneys' fees and costs incurred therein.

(h) *Choice of Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICTS OF LAWS RULES THEREOF.

(i) *Submission to Jurisdiction.* Each Party irrevocably consents and agrees that any action, proceeding, or other litigation by or against the other Party with respect to any claim or cause of action based upon or arising out of or related to this Agreement, shall be brought and tried exclusively in the federal or state courts located in the the State of Texas, and any such legal action or proceeding may be removed to the aforesaid courts. By execution and delivery of the Agreement, each Party accepts, for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereby irrevocably waives (a) any objection which it may now or hereafter have to the laying of venue with respect any such action, proceeding, or litigation arising out of or in connection with this Agreement brought in the aforesaid courts, and (b) any right to stay or dismiss any such action, proceeding, or litigation brought before the aforesaid courts on the basis of forum *non-conveniens*. Each Party further agrees that personal jurisdiction over it may be affected by service of process by certified mail, postage prepaid, addressed as provided in Section 8(a) of this Agreement, and when so made shall be as if served upon it personally within the State of Texas.

(j) *Jury Waiver.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES HIS/HER/ITS RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT.

(k) *Counterparts.* This Agreement may be executed by the Parties by facsimile, email, or digital signature, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile, digital signature, or portable document format ("pdf") signature page shall constitute an original for purposes hereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the last date set forth below.

Enprotec / Hibbs & Todd, Inc.
a Texas limited liability company

By: Bradley Evans, CPA
Name: Brad Evans, CPA
Title: Chief Financial Officer
Date: February 4, 2026

Address: 402 Cedar
Abilene, TX 79601

**THE COUNTERPARTY:**

Red River Authority of Texas
*(Please Print Full Entity Name)*

By: _____
*(Please Sign)*

Name: Fabian Heaney
*(Please Print Full Name)*

Title: General Manager
*(Please Print Full Title)*

Date: February 6, 2026
*(Please Print Full Date)*

Address: PO Box 240

Wichita Falls, TX 76307-0240

**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]>
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find the attached executed NDA.

Unfortunately, we don't have time this week to meet, but we can look at early next week to discuss.

Best regards,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697


---

**From:** Colden Rich [redacted]>
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]>
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

Thanks,


**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

**From:** Colden Rich [redacted]
**Sent:** Wednesday, February 4, 2026 3:35 PM
**To:** fabian.heaney@rra.texas.gov
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov
**Subject:** RE: Foard County Development Discussion Call

Good afternoon Fabian,
I hope this email finds you well.

As requested, please find attached a copy of our standard NDA for your review.

Feel free to contact me if you have any questions.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Colden S. Rich, PE**
*Vice President*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900


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**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker [redacted]>
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you send over the NDA so it can be reviewed?

Thanks,

Would you be available early this week for a discussion call with eHT and our client about the RRA system evaluation?

We would also like an NDA signed prior to the call.

Thanks,

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

**www.e-ht.com**

Connect with eHT

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 2:01 PM
**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

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Please find the attached executed NDA.

Unfortunately, we don't have time this week to meet, but we can look at early next week to discuss.

Best regards,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697


---

**From:** Colden Rich [redacted]>
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]>
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

Thanks,


**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 2/6/2026 2:00 PM
Received: 2/6/2026 2:00 PM
To: 'Colden Rich' [redacted] >
Cc: 'Julia Parker' [redacted] bryan.schaffner@rra.texas.gov; 'Brad Evans' [redacted]
Subject: RE: Foard County Development Discussion Call
Attachments: 20260206135103.pdf

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Please find the attached executed NDA. Unfortunately, we don't have time this week to meet, but we can look at early next week to discuss.

Best regards,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Colden Rich [redacted]
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted] bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

Thanks,

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 2/12/2026 7:58 AM
To: Julia Parker [redacted]
Subject: Accepted: RRA Evaluation Discussion

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 2/11/2026 8:41 AM
To: Julia Parker [redacted]
Subject: Accepted: RRA Evaluation Discussion

From: Julia Parker [redacted]
Sent: 2/2/2026 9:58 AM
Received: 2/2/2026 9:58 AM
To: 'Fabian Heaney' <fabian.heaney@rra.texas.gov>
Cc: Bryan Schaffner <bryan.schaffner@rra.texas.gov>
Subject: Foard County Development Discussion Call

---

Fabian and Bryan,

Would you be available early this week for a discussion call with eHT and our client about the RRA system evaluation?

We would also like an NDA signed prior to the call.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Colden Rich [redacted]
**Sent:** Wednesday, February 4, 2026 3:35 PM
**To:** fabian.heaney@rra.texas.gov
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov
**Subject:** RE: Foard County Development Discussion Call

Good afternoon Fabian,
I hope this email finds you well.

As requested, please find attached a copy of our standard NDA for your review.

Feel free to contact me if you have any questions.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Colden S. Rich, PE**
*Vice President*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900


---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker [redacted]
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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Can you send over the NDA so it can be reviewed?

Thanks,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697


---

**From:** Julia Parker [redacted]
**Sent:** Monday, February 2, 2026 9:59 AM
**To:** 'Fabian Heaney' <fabian.heaney@rra.texas.gov>
**Cc:** Bryan Schaffner <bryan.schaffner@rra.texas.gov>
**Subject:** Foard County Development Discussion Call

Fabian and Bryan,

Would you be available early this week for a discussion call with eHT and our client about the RRA system evaluation?

We would also like an NDA signed prior to the call.

Thanks,

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

**www.e-ht.com**

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**Connect with eHT**

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 2/11/2026 12:01 PM
Received: 2/11/2026 12:01 PM
To: Julia Parker [redacted]
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
Subject: Re: Foard County Development Discussion Call

Yes


**Fabian Heaney**

General Manager

Red River Authority of Texas

P.O. Box 240

Wichita Falls, Texas 76307-0240

(940) 723-8697


-------- Original message --------
From: Julia Parker [redacted]
Date: 2/11/26 11:30 AM (GMT-06:00)
To: Fabian Heaney <fabian.heaney@rra.texas.gov>
Cc: bryan.schaffner@rra.texas.gov, Colden Rich [redacted]
Subject: Re: Foard County Development Discussion Call

Fabian,

Would you be able to move that discussion meeting to 8am tomorrow instead? I sent an updated invite if this is acceptable.

Thanks,

Get Outlook for iOS

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 11, 2026 7:19:21 AM
**To:** Julia Parker [redacted]
**Cc:** bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Either way. We can meet here in Wichita Falls if you want.

Thanks,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240

Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Julia Parker [redacted]
**Sent:** Tuesday, February 10, 2026 4:26 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov; Colden Rich [redacted]
**Subject:** Re: Foard County Development Discussion Call

Fabian,

Thursday at 9am works for us. Would you prefer to meet in person with our client, Jason Hill? He is happy to meet at your office if that's easier.

Thanks,
**Julia Parker**
*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Tuesday, February 10, 2026 2:15 PM
**To:** Julia Parker [redacted]
**Cc:** bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Could we meet this Thursday morning (12th) at 8 or 9 AM?
Next week is out.
Can do Tuesday the 24th or Wednesday the 25th at 10 AM.

Thanks,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Julia Parker [redacted]
**Sent:** Tuesday, February 10, 2026 1:53 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov; Colden Rich [redacted]
**Subject:** Re: Foard County Development Discussion Call

Fabian,

Do you have availability for this meeting either next thursday or friday, or the following week of the 23rd?

Thanks,

**Julia Parker**
*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Colden Rich [redacted]
**Sent:** Friday, February 6, 2026 2:10 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Received.

Early next week sounds good.

Let us know which dates and times work best for you.

Thanks and have a great weekend.

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 2:01 PM
**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

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Best regards,

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General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

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**From:** Colden Rich <[redacted]
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

**To:** Julia Parker [redacted]
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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Can you send over the NDA so it can be reviewed?

Thanks,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697


---

**From:** Julia Parker [redacted]
**Sent:** Monday, February 2, 2026 9:59 AM
**To:** 'Fabian Heaney' <fabian.heaney@rra.texas.gov>
**Cc:** Bryan Schaffner <bryan.schaffner@rra.texas.gov>
**Subject:** Foard County Development Discussion Call

Fabian and Bryan,

Would you be available early this week for a discussion call with eHT and our client about the RRA system evaluation?

We would also like an NDA signed prior to the call.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

From: Julia Parker [redacted]
Sent: 2/11/2026 11:30 AM
Received: 2/11/2026 11:30 AM
To: Fabian Heaney <fabian.heaney@rra.texas.gov>
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
Subject: Re: Foard County Development Discussion Call

---

Fabian,

Would you be able to move that discussion meeting to 8am tomorrow instead? I sent an updated invite if this is acceptable.

Thanks,

Get Outlook for iOS

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 11, 2026 7:19:21 AM
**To:** Julia Parker [redacted]
**Cc:** bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
**Subject:** RE: Foard County Development Discussion Call

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Either way. We can meet here in Wichita Falls if you want.

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General Manager
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P.O. Box 240
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(940) 723-8697


---

**From:** Julia Parker [redacted]
**Sent:** Tuesday, February 10, 2026 4:26 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov; Colden Rich [redacted]
**Subject:** Re: Foard County Development Discussion Call

Fabian,

Thursday at 9am works for us. Would you prefer to meet in person with our client, Jason Hill? He is happy to meet at your office if that's easier.

Thanks,


**Julia Parker**
*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**


---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Tuesday, February 10, 2026 2:15 PM
**To:** Julia Parker [redacted]
**Cc:** bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
**Subject:** RE: Foard County Development Discussion Call

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Can do Tuesday the 24th or Wednesday the 25th at 10 AM.

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General Manager
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Wichita Falls, Texas 76307-0240
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**Sent:** Tuesday, February 10, 2026 1:53 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov; Colden Rich[redacted]
**Subject:** Re: Foard County Development Discussion Call

Fabian,

Do you have availability for this meeting either next thursday or friday, or the following week of the 23rd?

Thanks,

**Julia Parker**
*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Colden Rich <colden.rich@e-ht.com>
**Sent:** Friday, February 6, 2026 2:10 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

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Early next week sounds good.

Let us know which dates and times work best for you.

Thanks and have a great weekend.

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 2:01 PM

Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Colden Rich [redacted]
**Sent:** Wednesday, February 4, 2026 3:35 PM
**To:** fabian.heaney@rra.texas.gov
**Cc:** Julia Parker [redacted]>; bryan.schaffner@rra.texas.gov
**Subject:** RE: Foard County Development Discussion Call

Good afternoon Fabian,
I hope this email finds you well.

As requested, please find attached a copy of our standard NDA for your review.

Feel free to contact me if you have any questions.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Colden S. Rich, PE**
*Vice President*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900


---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker [redacted]
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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[redacted]

**www.e-ht.com**

Connect with eHT

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

From: Colden Rich [redacted]
Sent: 2/4/2026 3:34 PM
Received: 2/4/2026 3:35 PM
To: "fabian.heaney@rra.texas.gov" <fabian.heaney@rra.texas.gov>
Cc: Julia Parker [redacted]; "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>
Subject: RE: Foard County Development Discussion Call
Attachments: NDA - Red River Authority of Texas.pdf

---

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*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**

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*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

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**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
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Red River Authority of Texas
P.O. Box 240

Thanks,

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*Vice President*

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402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

www.e-ht.com

Connect with eHT

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

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**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker <julia.parker@e-ht.com>
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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[redacted]

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Sent: 2/10/2026 4:26 PM
Received: 2/10/2026 4:26 PM
To: Fabian Heaney <fabian.heaney@rra.texas.gov>
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
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**Cc:** Julia Parker [redacted] bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

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*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

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**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 2:01 PM
**To:** Colden Rich [redacted]
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**From:** Colden Rich [redacted]
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

Thanks,

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

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**T** (325) 698-5560 **M** (571) 224-1206
julia.parker@e-ht.com

**www.e-ht.com**

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 2/10/2026 2:15 PM
Received: 2/10/2026 2:15 PM
To: 'Julia Parker' [redacted]
Cc: bryan.schaffner@rra.texas.gov; 'Colden Rich' [redacted]
Subject: RE: Foard County Development Discussion Call

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We would also like an NDA signed prior to the call.

Thanks,

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

**www.e-ht.com**

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**Connect with eHT**

From: Julia Parker [redacted]
Sent: 2/10/2026 1:52 PM
Received: 2/10/2026 1:53 PM
To: Fabian Heaney <fabian.heaney@rra.texas.gov>
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>; Colden Rich [redacted]
Subject: Re: Foard County Development Discussion Call

---

Fabian,

Do you have availability for this meeting either next thursday or friday, or the following week of the 23rd?

Thanks,

**Julia Parker**
*Staff Engineer*
**Enprotec / Hibbs & Todd, Inc.**

**From:** Colden Rich [redacted]
**Sent:** Friday, February 6, 2026 2:10 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker <julia.parker@e-ht.com>; bryan.schaffner@rra.texas.gov <bryan.schaffner@rra.texas.gov>; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Received.

Early next week sounds good.

Let us know which dates and times work best for you.

Thanks and have a great weekend.

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 2:01 PM
**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find the attached executed NDA.

Unfortunately, we don't have time this week to meet, but we can look at early next week to discuss.

Best regards,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

**Colden S. Rich, PE**
*Vice President*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

**www.e-ht.com**

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**Connect with eHT**

---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker [redacted]
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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Thanks,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Julia Parker [redacted]
**Sent:** Monday, February 2, 2026 9:59 AM
**To:** 'Fabian Heaney' <fabian.heaney@rra.texas.gov>
**Cc:** Bryan Schaffner <bryan.schaffner@rra.texas.gov>
**Subject:** Foard County Development Discussion Call

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*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
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**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

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Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**Connect with eHT**

From: Colden Rich [redacted]
Sent: 2/6/2026 2:10 PM
Received: 2/6/2026 2:10 PM
To: Fabian Heaney <fabian.heaney@rra.texas.gov>
Cc: Julia Parker [redacted] "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>; Brad Evans <brad.evans@e-ht.com>
Subject: RE: Foard County Development Discussion Call

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Early next week sounds good.

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Thanks and have a great weekend.

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*Vice President*
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Best regards,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Colden Rich [redacted]
**Sent:** Friday, February 6, 2026 11:28 AM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov; Brad Evans [redacted]
**Subject:** RE: Foard County Development Discussion Call

Good morning Fabian,
As requested, please find attached the revised NDA with the modifications requested.

Let me know if you have any questions or need anything else.

Thanks,

**Colden S. Rich, PE**
*Vice President*
**Enprotec / Hibbs & Todd, Inc.**

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Friday, February 6, 2026 7:43 AM
**To:** Colden Rich [redacted]
**Cc:** Julia Parker [redacted]; bryan.schaffner@rra.texas.gov
**Subject:** RE: Foard County Development Discussion Call

> **Caution:** This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We object to this line in the NDA: *in the federal or state courts located in the City of Abilene, County of Taylor*. If this is changed to Courts in the State of Texas, we can execute.

Thanks,


**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697


---

**From:** Colden Rich [redacted]
**Sent:** Wednesday, February 4, 2026 3:35 PM
**To:** fabian.heaney@rra.texas.gov
**Cc:** Julia Parker [redacted] bryan.schaffner@rra.texas.gov
**Subject:** RE: Foard County Development Discussion Call

Good afternoon Fabian,
I hope this email finds you well.

As requested, please find attached a copy of our standard NDA for your review.

Feel free to contact me if you have any questions.

Thanks,


Enprotec Hibbs & Todd

Connect with eHT

**Colden S. Rich, PE**
*Vice President*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (325) 668-6390
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900


---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Wednesday, February 4, 2026 11:07:10 AM
**To:** Julia Parker [redacted]
**Cc:** 'Bryan Schaffner' <bryan.schaffner@rra.texas.gov>
**Subject:** RE: Foard County Development Discussion Call

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Can you send over the NDA so it can be reviewed?

Thanks,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Julia Parker[redacted]
**Sent:** Monday, February 2, 2026 9:59 AM
**To:** 'Fabian Heaney' <fabian.heaney@rra.texas.gov>
**Cc:** Bryan Schaffner <bryan.schaffner@rra.texas.gov>
**Subject:** Foard County Development Discussion Call

Fabian and Bryan,

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We would also like an NDA signed prior to the call.

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Enprotec Hibbs & Todd

Connect with eHT

**Julia Parker**
*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

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Wichita Falls, Texas 76307-0240
(940) 723-8697

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Enprotec
Hibbs & Todd

Connect with eHT

**Colden S. Rich, PE**
*Vice President*

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**T** (325) 698-5560 **M** (325) 668-6390
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**Fabian Heaney**
General Manager
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Enprotec
Hibbs & Todd

Connect with eHT

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**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

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Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

**Colden S. Rich, PE**
*Vice President*

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**Sent:** Wednesday, February 4, 2026 11:07:10 AM
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General Manager
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P.O. Box 240
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*Staff Engineer*

**Enprotec / Hibbs & Todd, Inc.**
402 Cedar Street I Abilene, TX 79601
**T** (325) 698-5560 **M** (571) 224-1206
[redacted]

www.e-ht.com

Firm Registration Nos: PE 1151 I PG 50103 I RPLS 10011900

Connect with eHT

From: Julia Parker [redacted]
Sent: 2/11/2026 11:27 AM
Received: 2/11/2026 11:28 AM
To: Jason Hill [redacted]>; Fabian Heaney <fabian.heaney@rra.texas.gov>; Colden Rich [redacted]
Cc: Jason M Hill [redacted]
Subject: RRA Evaluation Discussion

---

## Microsoft Teams meeting

**Join:** https://teams.microsoft.com/meet/24449764515908?p=6QAZEwey406y15G2nH

Meeting ID: 244 497 645 159 08

Passcode: Pf9o9ey6

---

Need help? | System reference

For organizers: Meeting options

---

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 4/2/2026 11:24 AM
To: Jason Hill [redacted]
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>
Subject: RE: Introduction – Foard County Industrial Development / Request to Meet

I'll be out next Thursday and Friday, and the rest of that week is compressed. Monday the 13th is pretty open. Would that be a good day?

Thanks,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Jason Hil [redacted]
**Sent:** Thursday, April 2, 2026 10:12 AM
**To:** fabian.heaney@rra.texas.gov
**Cc:** bryan.schaffner@rra.texas.gov
**Subject:** Introduction – Foard County Industrial Development / Request to Meet

Fabian,

My name is Jason Hill. I'm the principal behind the Frontera industrial development project in Foard County that your team has been evaluating in coordination with eHT. Julia Parker and Colden Rich have been great to work with, and I've reviewed the Biggs & Mathews engineering letter carefully.

I'd like to introduce myself in person and have a candid conversation about the project, the water picture, and how we can work together constructively. I'll be straightforward with you about where I'm coming from and what I'm hoping to accomplish. I think you'll find we're more aligned than not.

I should mention that I understand RRA currently provides water service to the property for livestock use, so this would be building on an existing relationship rather than starting from scratch.

Would you have time for a meeting in Wichita Falls sometime next week, possibly Thursday or Friday? I'm flexible on the time and happy to come to your office.

Looking forward to connecting.

Best regards,

Jason Hill
Frontera Industrial LLC
Woodlawn Hall at Old Parkland
3953 Maple Ave, Suite 150B
Dallas, TX 75219
(817) 675-3262 (cell)
[redacted]

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*communication. Any opinions expressed herein are those of the sender and do not necessarily reflect the opinions of Frontera Industrial.*

From: Fabian Heaney <fabian.heaney@rra.texas.gov>
Sent: 4/2/2026 2:56 PM
To: Jason Hill [redacted]
Cc: "bryan.schaffner@rra.texas.gov" <bryan.schaffner@rra.texas.gov>
Subject: RE: Introduction - Foard County Industrial Development / Request to Meet

3000 Hammon Road
Wichita Falls, Texas 76310

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240
Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Jason Hill [redacted]
**Sent:** Thursday, April 2, 2026 1:44 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov
**Subject:** RE: Introduction - Foard County Industrial Development / Request to Meet

Sounds good, thank you. What is Red River's physical address?

Best regards,

Jason Hill
Frontera Industrial LLC
Woodlawn Hall at Old Parkland
3953 Maple Ave, Suite 150B
Dallas, TX 75219
(817) 675-3262 (cell)
[redacted]

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---

**From:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Sent:** Thursday, April 2, 2026 1:08 PM
**To:** Jason Hill [redacted]
**Cc:** bryan.schaffner@rra.texas.gov
**Subject:** RE: Introduction - Foard County Industrial Development / Request to Meet

Let's meet at 2PM on the 14th if that works.

Thanks,

**Fabian Heaney**
General Manager
Red River Authority of Texas
P.O. Box 240

Wichita Falls, Texas 76307-0240
(940) 723-8697

---

**From:** Jason Hill [redacted]
**Sent:** Thursday, April 2, 2026 12:00 PM
**To:** Fabian Heaney <fabian.heaney@rra.texas.gov>
**Cc:** bryan.schaffner@rra.texas.gov
**Subject:** Re: Introduction - Foard County Industrial Development / Request to Meet

Hi Fabian,

I'll be out of town on the 13th but could meet the afternoon of the 14th or sometime on the 15th if either of those works for you. Just let me know what fits best with your schedule.

Best regards,
Jason

> On Apr 2, 2026, at 11:24 AM, Fabian Heaney <fabian.heaney@rra.texas.gov> wrote:
>
> I'll be out next Thursday and Friday, and the rest of that week is compressed. Monday the 13th is pretty open. Would that be a good day?
>
> Thanks,
>
> **Fabian Heaney**
> General Manager
> Red River Authority of Texas
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>
> ---
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> **Sent:** Thursday, April 2, 2026 10:12 AM
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> **Cc:** bryan.schaffner@rra.texas.gov
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# RED RIVER AUTHORITY OF TEXAS

# WATER CONSERVATION

# AND

# DROUGHT CONTINGENCY

# PLAN

## AS AMENDED

## April 2024

*Adopted by the Board of Directors of Red River Authority of Texas on January 26, 1988*
*Subsequent Revisions: April 1990, April 1991, April 1992, January 1993, January 1995, January 1997, January 2000*
*April 2005, April 2009, November 2009, April 2014, April 2019, July 2019, April 2024*

# RED RIVER AUTHORITY OF TEXAS

**Mailing address: P.O. Box 240**
**Wichita Falls, Texas 76307**

**Physical address: 3000 Hammon Road**
**Wichita Falls, Texas 76310**

**Phone – (940) 723-8697**
**Fax – (940) 723-8531**

**www.rra.texas.gov**

**Board of Directors**

**Jerry Bob Daniel – President**
**Conrad J. Masterson, Jr. – Vice President**
**Michael R. Sandefur – Secretary-Treasurer**
**Mary Lou Bradley - Assistant Secretary**
**Jerry Dan Davis – Director**
**Tonya D. Detten – Director**
**Stephen A. Thornhill – Director**
**Joe L. Ward – Director**

**Staff**

**Fabian A. Heaney – General Manager**
**Bryan Schaffner – Assistant General Manager**
**Danna P. Bales – Executive Assistant**
**Lana R. Hefton – Controller**

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## Appendix


Exhibit 1 – Board of Directors Resolution
Exhibit 2 – Utility Division Rate Structure
Exhibit 3 – Water Service Contracts
Exhibit 4 – Emergency Trigger Criteria by Water System

# 1. INTRODUCTION

This comprehensive Water Conservation and Drought Contingency Plan (Plan) has been prepared pursuant to the directives of Section 11.1271 through Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality as contained in Title 30, Chapter 288 of the Texas Administrative Code, and comprises the overall conservation policy to be placed into effect by the Authority's Utility Division, together with joint implementation of the Emergency Response Management Program.

## 1.1 Authority Background

The Red River Authority of Texas (the Authority) was created in 1959 by Acts of the 56th Legislature as a political subdivision of the state, a body politic and corporate under Article XVI, Section 59 of the Texas Constitution. Article 8280-228 of Vernon's Annotated Texas Civil Statutes (VATCS) enumerates the statutory obligations of the Authority.

The Authority was created as a conservation and reclamation district and charged by the legislature with the optimum development of the water resources within the Red River Basin in Texas for beneficial use by the public. The Authority's Enabling Legislation further enumerates the statutory responsibilities to provide a basin-wide Master Plan for the development and proper management of the water resources, with the principal objective being the conservation of existing water resources to the fullest.

For 65 years, the Authority has served the public in areas of research, planning, design, permit acquisition, development, treatment and distribution of surface and groundwater; treatment and disposal of municipal and industrial waste, and pollution abatement and control for the environment. As a result of these efforts, the Authority responded to the needs of many rural areas, which were without any dependable source of potable drinking water, by developing a regional rural water supply system hereinafter referred to as the Utility Division.

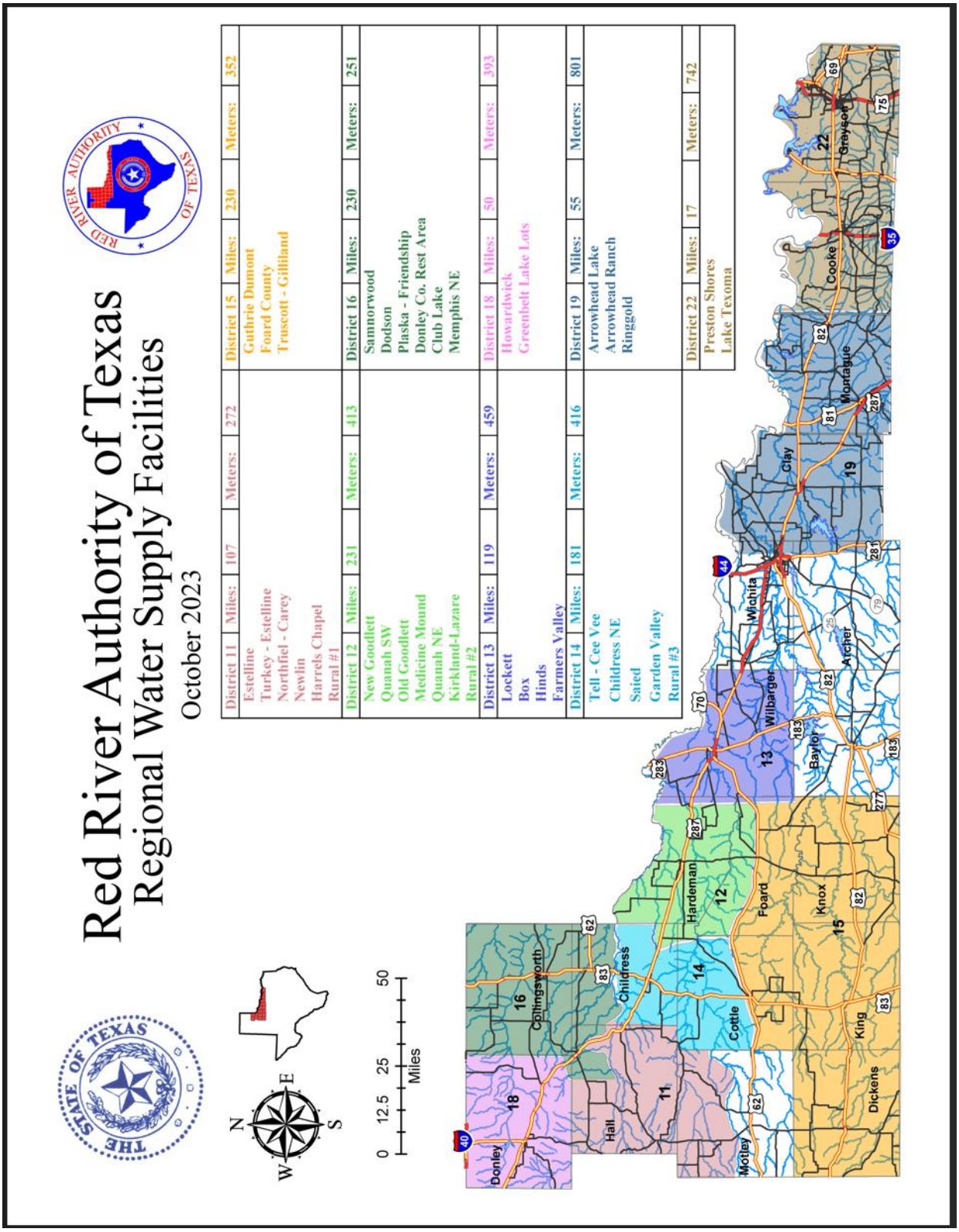
## 1.2 The Utility Division

The Utility Division consists of 33 individual rural water supply systems, which serve approximately 10,000 people over a 15-county geographical area. In addition to the water systems, the Utility Division operates two individual wastewater treatment plants, and three wastewater collection systems, serving approximately 400 people located within the service area. Revenues are generated from a system user rate, which is set by the Board of Directors on a cash basis, utilizing the utility's financial position to determine the revenue needed to recover the actual operating cost and debt services.

The Utility Division is divided into nine geographical districts, each having a District Manager who operates and maintains the facilities under the supervision of the Utility Supervisor and Assistant General Manager, to provide potable water service to nearly 4,000 metered connections.

### 1.3 Description of the Service Area

The Authority's primary service area consists of 43 Texas counties lying within the watershed of the Red River Basin. However, the service area of the Utility Division is comprised of 15 counties scattered throughout the primary service area. The area served is under the Certificate of Convenience and Necessity #10202. All of the technical, accounting, and administrative functions are performed at the headquarters of the Authority in Wichita Falls for the 33 water systems, while the operational and maintenance functions are keyed to a District Manager, who is responsible for several systems within the district boundary, usually one or two counties. Conveyance of data processing, information, engineering assistance, and administrative direction is provided through a voice communications network, which covers the Utility Division's entire service area. Potable water service is provided directly to the customer via a transmission and distribution network of over 1,220 miles of pipeline. Each service connection is metered and recorded monthly to provide utility billing. This information is entered into a database which is used to determine the consumptive relationship of the individual system's cost of service and projected water use trends. Refer to the Regional Water Supply Facilities Map, Figure 1 on the next page, for further description of the service area.


Red River Authority of Texas
Regional Water Supply Facilities
October 2023
District 11 | Miles: 107 | Meters: 272
Estelline
Turkey - Estelline
Northfiel - Carey
Newlin
Harrels Chapel
Rural #1
District 12 | Miles: 231 | Meters: 413
New Goodlett
Quanah SW
Old Goodlett
Medicine Mound
Quanah NE
Kirkland-Lazare
Rural #2
District 13 | Miles: 119 | Meters: 459
Lockett
Box
Hinds
Farmers Valley
District 14 | Miles: 181 | Meters: 416
Tell - Cee Vee
Childress NE
Saied
Garden Valley
Rural #3
District 15 | Miles: 230 | Meters: 352
Guthrie Dumont
Foard County
Truscott - Gilliland
District 16 | Miles: 230 | Meters: 251
Samnorwood
Dodson
Plaska - Friendship
Donley Co. Rest Area
Club Lake
Memphis NE
District 18 | Miles: 50 | Meters: 393
Howardwick
Greenbelt Lake Lots
District 19 | Miles: 55 | Meters: 801
Arrowhead Lake
Arrowhead Ranch
Ringgold
District 22 | Miles: 17 | Meters: 742
Preston Shores
Lake Texoma
N
E
S
W
0 12.5 25 50
Miles
Donley
Hall
Collingsworth
Childress
Cottle
Hardeman
Foard
Knox
King
Dickens
Motley
Wilbarger
Baylor
Archer
Wichita
Clay
Montague
Cooke
Grayson

# 2. UTILITY PROFILE

## 2.1 POPULATION AND CUSTOMER DATA

The regional service area for the Utility Division is principally rural, with farming and ranching as the main industry. The water systems were designed, financed, and installed for domestic service to rural areas, which typically did not have any means of providing potable water for this purpose. Although a portion of the service is utilized for livestock, external yard and garden watering, all metered service connections are classified for domestic purposes, unless otherwise stated. Intermittent restricted demand commercial connections are provided where the individual water system can feasibly support the additional demand. In most cases, the restrictions are set to limit the demand to within the normal domestic operating conditions. In addition, a limited number of restricted demand wholesale connections have been provided to small entities, primarily as emergency inter-connects.

### 2.1.1 Population and Service Area Data

Service area size (in square miles): 13,000 (based on CCN and Counties currently served)
Current population of service area: 46,200 (excludes major metropolitan service providers)
Current population served for: Water: 9,512 Wastewater: 375

*2.1.1.1 Population served for previous five years:*

| *Year* | *Population* |
|---|---|
| 2019 | 8,935 |
| 2020 | 8,935 |
| 2021 | 8,935 |
| 2022 | 9,013 |
| 2023 | 9,512 |

*2.1.1.2 Projected population for service area in the following decades:*

| *Year* | *Population* |
|---|---|
| 2030 | 9,552 |
| 2040 | 9,694 |
| 2050 | 9,882 |
| 2060 | 10,122 |
| 2070 | 10,419 |

*2.1.1.3 List source or method for the calculation of current and projected population size.*
The Authority uses the estimated calculation of 2.5 customers times the number of meter connections, adjusting the number down for commercial and irrigation meters. The projected population was calculated by adjusting the individual system population (33 systems) each decade, based on the county projection percent increase, as calculated by the Texas Demographic Center.

### 2.1.2 Customer Data

*Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts.*

*2.1.2.1 Quantified 5-year and 10-year goals for water savings:*

| | *Historic 5-year Average* | *2019 Plan Baseline* | *5-year goal for year 2027* | *10-year goal for year 2032* |
|---|---|---|---|---|
| Total GPCD | 167 | 121 | 129 | 100 |
| Residential GPCD | 79 | 67 | 61 | 47 |
| Water Loss GPCD | 84 | 50 | 65 | 50 |
| Water Loss Percentage | 43.97% | 34.28% | 34.1% | 26.4% |

**Notes:**
Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100

*2.1.2.2 Current number of active connections. (no multi-family connections)*

| *Treated Water Users* | *Metered* | *Non-Metered* | *Totals* |
|---|---|---|---|
| Residential | 4,032 | 0 | 4.032 |
| Single-Family | 0 | 0 | 0 |
| Multi-Family | 0 | 0 | 0 |
| Commercial | 110 | 0 | 110 |
| Industrial/Mining | 0 | 0 | 0 |
| Institutional | 0 | 0 | 0 |
| Agriculture | 0 | 0 | 0 |
| Other/Wholesale | 0 | 0 | 0 |

*2.1.2.3 List the number of new connections per year for most recent three years.*

| Year | 2021 | 2022 | 2023 |
|---|---|---|---|
| *Treated Water Users* | | | |
| Residential | 75 | 46 | 62 |
| Single-Family | | | |
| Multi-Family | | | |
| Commercial | | 2 | |
| Industrial/Mining | | | |
| Institutional | | | |
| Agriculture | | | |
| Other/Wholesale | | | |

*2.1.2.4 List of annual water use for the five highest volume customers.*

| *Customer* | *Use (1,000 gal/year)* | *Treated or Raw Water* |
|---|---|---|
| Southwest Water Company | 36,382.70 | Treated |
| City of Chillicothe | 24,409.30 | Treated |
| Tanglewood Operators, Inc. | 16,464.41 | Raw Water |
| Vest Ranch | 4,787.11 | Treated |
| Cornerstone Marine Group LP | 3,569.83 | Treated |

## 2.2 WATER USE DATA FOR SERVICE AREA

### 2.2.1 Water Accounting Data

*2.2.1.1 List the amount of treated water use for the previous five years (in 1,000 gallons).*

| *Year* | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|
| *Month* | | | | | |
| January | 36,556.34 | 40,935.76 | 25,636.44 | 49,324.05 | 49,015.94 |
| February | 32,010.94 | 37,615.08 | 33,323.72 | 43,637.29 | 41,230.63 |
| March | 37,212.98 | 41,462.14 | 30,304.75 | 48,474.00 | 45,281.83 |
| April | 42,241.73 | 45,811.00 | 26,649.92 | 112,139.49 | 42,261.64 |
| May | 47,973.27 | 49,393.44 | 29,055.28 | 57,930.05 | 54,569.10 |
| June | 49,495.56 | 56,100.22 | 30,964.17 | 55,014.64 | 60,209.89 |
| July | 67,895.10 | 93,649.77 | 35,126.26 | 65,971.70 | 58,403.38 |
| August | 63,103.01 | 65,791.21 | 35,926.66 | 59,986.71 | 66,582.07 |
| September | 53,595.77 | 47,281.51 | 33,650.44 | 49,631.71 | 56,780.93 |
| October | 40,055.61 | 43,763.58 | 27,600.62 | 47,965.11 | 54,234.94 |
| November | 36,922.70 | 90,400.81 | 35,500.75 | 42,858.75 | 51,417.87 |
| December | 41,784.05 | 50,364.50 | 27,266.36 | 49,428.08 | 45,986.72 |
| **Totals** | **548,847.06** | **662,569.02** | **371,001.95** | **682,361.57** | **625,974.92** |

*The above figures were determined from master meters located at the points of diversion from the source.

*2.2.1.2 Amount of water (in 1,000 gallons) delivered by account type for the past five years.*

| *Year* | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|
| *Account Types* | | | | | |
| Residential | 219,981.18 | 248,493.08 | 262,942.96 | 288,800.89 | 264,557.13 |
| Single-Family | | | | | |
| Multi-Family | | | | | |
| Commercial | 20,766.11 | 19,100.39 | 20,169.63 | 21,260.14 | 18,708.06 |
| Industrial/Mining | | | | | |
| Institutional | | | | | |
| Agriculture | | | | | |
| Other/Wholesale | 73,859.40 | 141,579.58 | 51,241.50 | 41,888.23 | 65,907.19 |

*2.2.1.3 List the previous records for water loss for the past five years*

| *Year* | *Amount (gallons)* | *Percent %* |
|---|---|---|
| 2023 | 276,802,535 | 44.22 |
| 2022 | 330,412,316 | 48.42 |
| 2021 | 288,017,278 | 46.28 |
| 2020 | 253,395,967 | 38.24 |
| 2019 | 234,240,376 | 42.68 |

### 2.2.2 Projected Water Demand

The Utility Division processed and distributed 625.97 MG in 2023 throughout the service area of 15 counties. Over the last 20 years, the annual average production has been 580.30 MG. The projected water requirements, as indicated by the historical records, reflects a fairly consistent level of water consumption on a per capita per day basis. The conservation type rate structure, placed into effect in 1985, was instrumental in the leveling of the water usage by the customer. Even with the recent dry conditions throughout the service area, the trend of customer-initiated conservation continues to be evident. Nearly all of the Authority's demand growth will be due to residential users. Demand is estimated to grow at a rate of 0.05% per year. Using the historical average demand as a basis for projected quantity in 2029, the demand for the next ten years has been calculated.

| Year | Gallons/Year | MG |
|---|---|---|
| 2019 | 548,847,063 | 548.85 |
| 2020 | 662,569,017 | 662.57 |
| 2021 | 622,344,368 | 622.34 |
| 2022 | 682,361,573 | 682.36 |
| 2023 | 625,974,919 | 625.97 |
| 2024 | 626,287,906 | 626.29 |
| 2025 | 626,601,050 | 626.60 |
| 2026 | 626,914,351 | 626.91 |
| 2027 | 627,227,808 | 627.23 |
| 2028 | 627,541,422 | 627.54 |
| 2029 | 627,855,193 | 627.86 |

## 2.3 WATER SUPPLY SYSTEM DATA

The Utility Division utilizes water for distribution to the public from three basic sources: surface water, groundwater and water purchased from others. Surface water is taken from three reservoirs: Lake Texoma in Grayson County, Lake Arrowhead in Clay County, and Greenbelt Lake in Donley County. The Preston Shores Water System utilizes raw water from Lake Texoma. Surface water is purchased from Greenbelt Municipal and Industrial Water Authority which treats water from Lake Greenbelt and from City of Wichita Falls which treats water from Lake Arrowhead.

Groundwater is produced from various formations through Authority-owned water supply well fields, where it is treated and distributed to the public. Formations include the Ogallala Aquifer in Dickens, Donley and Collingsworth Counties, the Alluvium formation in Dickens County, the Seymour Sand in Knox, Hardeman and Wilbarger Counties, and the Trinity Sand Group in Montague County. Water is purchased through direct contract for supply from the City of Wichita Falls in Wichita County, the City of Turkey in Hall County, the City of Vernon in Wilbarger County, the City of Wellington in Collingsworth County, and the Greenbelt Municipal Water Authority in Donley County. Purchased water is then processed and distributed through Authority-owned facilities for service to the public.

### 2.3.1 Water Supply Sources

*2.3.1.1 List all current water supply sources and the amounts authorized (in MGD).*

| *Water Type* | *Source* | *Amount Authorized* |
|---|---|---|
| Surface Water | Greenbelt Lake | 3.752 MGD |
| Surface Water | Lake Arrowhead | 0.633 MGD |
| Surface Water | Lake Texoma | 1.008 MGD |
| Groundwater | Seymour Aquifer | 2.267 MGD |
| Groundwater | Other Aquifer *(Dickens County) | 0.425 MGD |
| Groundwater | Ogallala Aquifer | 0.201 MGD |
| Groundwater | Trinity Aquifer | 0.093 MGD |

### 2.3.1 Treatment and Distribution System

*2.3.1.1 Design daily capacity of system (MGD):* 8.162

*2.3.1.2 Storage capacity (MGD):* 1.858
Elevated (MGD): 0.328 Ground (MGD): 1.530

*2.3.1.3 Surface Water Backwash*
The surface water plant at Preston Shores recycles filter backwash to the head of the plant in the approximate amount of 0.028 MGD combined.

## 2.4 WASTEWATER SYSTEM DATA

### 2.4.1 Wastewater System Overview

*2.4.1.1 Design capacity of wastewater treatment plants combined (MGD):* 0.0425

*2.4.1.2 System Description*
*Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.*
The Authority operates and maintains two wastewater treatment plants (WWTP). The first is Arrowhead Ranch Estates, operated by the Authority under Permit WQ0011445001. The treated effluent is de-chlorinated, and discharges to an unnamed tributary of Lake Creek. The second WWTP is Estelline, operated by the Authority under Permit WQ0011252-001. This plant also has a Reuse Authorization R11252-001. The treated effluent can discharge to 48 acres of adjacent pasture land for irrigation purposes in the approximate amount 10,000 gallons per month.

## 2.4.2 Wastewater Data for Service Area

*2.4.2.1 Percent of water service area served by wastewater system:* 3.5%

*2.4.2.2 Monthly volume treated (all plants combined) for previous five years (in 1,000 gallons):*

| *Year* | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|
| *Month* | | | | | |
| January | 222.83 | 243.89 | 206.23 | 212.09 | 200.54 |
| February | 135.78 | 230.52 | 225.74 | 148.02 | 132.36 |
| March | 198.55 | 305.91 | 169.32 | 162.81 | 212.22 |
| April | 265.65 | 175.59 | 228.44 | 208.96 | 160.59 |
| May | 401.15 | 290.56 | 264.38 | 211.02 | 169.95 |
| June | 279.54 | 253.17 | 187.28 | 198.31 | 161.28 |
| July | 222.31 | 152.96 | 172.41 | 169.63 | 161.49 |
| August | 129.52 | 143.61 | 506.52 | 176.98 | 255.97 |
| September | 161.8 | 205.1 | 285.06 | 169.289 | 207.96 |
| October | 136.63 | 173.9 | 167.7 | 174.3 | 276.12 |
| November | 151.1 | 170.96 | 184.04 | 149.19 | 298.56 |
| December | 183.45 | 173.64 | 272.37 | 268.25 | 187.55 |
| **Totals** | 2488.31 | 2519.81 | 2869.49 | 2248.849 | 2424.59 |

# 3. WATER CONSERVATION PLAN

*(as required by Title 30, Texas Administrative Code, §288.2.)*

### 3.1 Record Management System

*The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data.*

The Authority maintains a records management system, INCODE, which tracks the volume of water pumped, water delivered to retail customers, water sold to wholesale customers, and the volume of water losses. The Authority's utility billing database allows water sales and uses to be segregated into volumes used by residential, commercial, wholesale, and irrigation types, among other use types.

### 3.2 Specific, Quantified 5 and 10-Year Targets

*The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day.*

The Authority has established water conservation goals based on industry standards, however, experience has proven that rural domestic customers primarily served by the Utility Division are already adapted to conserving water, therefore, the Authority is concentrating its efforts on reducing unaccounted for water loss that is largely due to leaks or breaks.

In 2017, the Texas Water Development Board (TWDB) recommended that public water suppliers set a long-range GPCD goal of 140 in the State Water Plan. Over the next 10 years, the Authority will be looking at ways to reduce the overall water loss, especially those systems which exceed 50% water loss.

The Authority has determined that the five-year average water loss for the Utility Division to be 276 MG; this equates to 84 GPCD. The table below depicts water conservation goals that should be obtainable by the Authority over the next 5 and 10 year periods:

**Water Conservation Goals**

| | 5 Year | | 10 Year | |
|---|---|---|---|---|
| | GPCD | As Percentage | GPCD | Percent |
| System Water Loss | 62 | 34.1% | 48 | 26.4% |

Additionally, the Authority has implemented an automated metering infrastructure (AMI) program to replace its aging meter system. This technology will help monitor and alert for water loss, which could save up to 8.9% of residential water use.

### 3.3 Measuring and Accounting for Diversions and Universal Metering

*The water conservation plan must include a statement about the water suppliers metering device, within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply. The water conservation plan must include a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.*

All water diverted from the Authority's supply sources is metered (master meter). All water sold to retail customers is metered. The Authority's master meters are calibrated at required intervals to an accuracy of plus or minus five percent. The Authority maintains a program to pull, test, and replace any meters determined to be functioning outside these parameters.

The availability of current and accurate water use information is imperative when attempting to establish any type of conservation practices, especially strategic pricing, which is keyed to water use trends. The Utility Division maintains a program of metering all service connections. Each service connection is designed according to the demand required at the location, with respect to class of service. All metered services are tested and calibrated in accordance with manufacturers' recommendations, and the Authority's policy relating to size and volume of service.

District Managers test, repair, and replace any service meter having reached its full register, deemed inoperative, or deemed inaccurate by not reading to within a range of plus or minus 5%. Large service and master meters are calibrated and repaired to maintain accuracy. A water use audit is conducted every three years by the Authority to provide management with a review of water use within the Utility Division.

### 3.4 Continuing Public Education & Information

*The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier*.

The Authority acknowledges that an effective water conservation plan significantly benefits the individual customer and their communities in terms of long-range dependability and cost-effective management of the source supply. The majority of the Utility Division's customers are well acquainted with self-imposed conservation practices as a direct result of the typically dry and drought-prone environment in which they live. Water use trends are indicative and supportive of this conclusion. However, to maintain pace with the increased water use trends, and to focus on long-term benefits of water conservation, the Authority instituted an educational program. This consists of prepared literature, *50 Ways to Save Our Water*, concerning economical conservation practices which can be implemented in the home, schools and businesses. This literature is sent via direct mailers to the Utility Division's customers. Additionally, the Authority regularly engages in speaking to municipalities, water districts, water supply corporations, and civic organizations on specific topics of water conservation and water development.

The Authority continues its efforts to educate the general public and other organizations much in the same manner as has been carried out over the last 30 years, with a greater emphasis on

established effective conservation practices, as suggested through the Texas Water Development Board's Conservation Workshops. The Authority, being a regional water supplier and purveyor, makes available its experience and assistance to local governments, clubs, civic groups, and scholastic organizations to educate and inform all water users of the benefits of organized water conservation practices. The Authority has supplied the *Major Rivers* program to schools throughout the Authority's service area.

### 3.5 Non-Promotional Water Rate Structure

*The water supplier must have a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.*

The Authority has developed an effective conservation-oriented rate structure. The rate bases are designed to recover the costs of operation and debt services. The increasing demand block rate generates the required revenues to pay the cost of service while reducing the overall consumption demand and eliminating unnecessary uses of water. Refer to Exhibit 2 - Utility Division Rate Structure in the Appendix.

The Authority proposes to continue utilizing the conservation rate, and promote its use in other utilities through speaking engagements and public meetings wherever possible. Information demonstrating the methodology of the Authority's conservation rate is available to any public water suppliers desiring assistance in formulating a conservation- type rate to meet their specific needs.

### 3.6 Reservoir Systems Operations Plan

*The water conservation plan must include a reservoir systems operations plan, if applicable.*

Not Applicable to the Authority.

### 3.7 Enforcement Procedure and Plan Adoption

*The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.*

The Authority's water service contracts contain specific terms and conditions which require the user to comply with conservation practices, as outlined in the plan where applicable. The Authority strengthened efforts to promote all outlined conservation practices. The Authority follows stringent conservation practices and provides documented data in support of the conservation program. The Plan is adopted by resolution by the Authority's Board of Directors. Refer to Exhibit 1 - the Red River Authority of Texas Resolution No. 2024-004 in the Appendix. The Utility Division will, by all practical and legal means, provide enforcement to its customers of all contract terms and conditions to ensure general compliance with this Plan.

### 3.8 Coordination with the Regional Water Planning Groups

*The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.*

The Authority's Utility Division is located in the Panhandle Regional Water Planning Group (Region A), the Region B Water Planning Group, the Region C Water Planning Group, Brazos G Regional Water Planning Group, and the Llano Estacado Regional Water Planning Group (Region O). Additionally, the Authority is a member and stakeholder in these TWDB planning groups. Regional Water Planning Groups were chartered by the TWDB following the passage of Senate Bill 1, in 1997. In addition, the Authority has provided copies of this Plan to the following Regional Water Planning Groups whose areas encompass parts of the Utility Division's service area: the Panhandle Regional Water Planning Group (Region A), the Region B Water Planning Group, the Region C Water Planning Group, Brazos G Regional Water Planning Group, and the Llano Estacado Regional Water Planning Group (Region O).

### 3.9 Plan Review and Update

*A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information.*

The Authority shall review and update, as appropriate, the Water Conservation and Drought Contingency Plan at least every five (5) years, based on, an assessment of the previous five-year and ten-year goals, new or updated information such as the adoption or revision of the regional water plan, or changes in laws or regulations. The Plan will include an implementation report filed annually with the Texas Water Development Board. The next Plan update will be due May 1, 2029.

### 3.10 Measures to Determine and Control Water Loss including Leak Detection and Repair

*The water conservation plan must include measures to determine and control water loss. The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.*

Some system water losses are authorized. Authorized losses include flushing hydrants by the Authority, and un-metered water use (e.g. fire-fighting). These uses are estimated for inclusion in a monthly report to track and identify "lost" water. The remainder of water loss is caused by leaks or unauthorized usage. This water loss is called unaccounted for water (UFW). UFW is the difference between water supplied by a plant to the distribution system and authorized consumption, both metered and unmetered.

The Utility Division is constantly engaged in efforts to reduce UFW use or losses. One of the most effective methods of conserving the available water supply is to reduce the loss of water. The Utility Division operates and maintains over 1,217 miles of transmission and distribution lines over its regional service area, and as such, must continually search for possible line breaks and minor leaks.

An ongoing program of leak detection has been established to make monthly visual checks of customer service connections, fire plugs, flushing valves, and pressure reducing valves during meter reading intervals, and daily checks of pumping facilities for any abnormal volume discharges which might indicate a leak. Most frequently occurring water losses in the distribution system occur in smaller sized mainlines (from two inches to six inches in diameter) and are primarily due to minor leaks undetected for long periods of time. The larger mains (over six inches are more quickly located for repair, but usually discharge larger amounts of water during the loss period. The Authority's established leak detection accounting program compares the master meter accumulation of water pumped to the customer service meter readings totaled to each individual system on a monthly basis. The water losses are further compared to previous history in the same time frame for an accurate indication of operating efficiencies. Abnormal water losses in a system alert the proper District Manager to search for indications of line leaks or other unauthorized use.

### 3.11 Contract Requirements

*A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter.*

Every contract for the wholesale sale of water that is entered into, renewed, or extended after the adoption of this Water Conservation and Drought Contingency Plan will include a requirement that the wholesale customer, and any wholesale customers of that wholesale customer, develop and implement a water conservation plan meeting the requirements of Title 30, Chapter 288, of the Texas Administrative Code. This requirement extends to each successive wholesale customer in the resale of the water.

## ADDITIONAL CONSERVATION STRATEGIES

*Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary, to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary for the conservation plan to be achieved.*

### 3.12 Existing Conservation Practices

There have been water shortages in many of the Utility Division's individual water systems in the past, which cause implementation of conservation techniques, such as voluntary water curtailment and rationing during peak demand periods or drought conditions. In these situations, the Authority contacts individual customers, and follows with notification via letters and media coverage. The affected systems are monitored to ensure compliance with these measures.

All service connections are restricted by individual contract terms regarding maximum consumption during any 24-hour period. This ensures a consistent limitation on demand placed on the distribution system's pressure plane. Additionally, a conservation-oriented rate structure, with an increasing block value proportional to the water use trends, has been implemented on an individual system basis, which is an effective conservation tool, giving an element of control to the customer. Periodic publications and conservation tips are provided to the customer, along with contacts for meter testing and leak detection.

### 3.13 Plumbing Codes for Water Conservation Devices

This Plan, as adopted by the Authority's Board of Directors, for all practical purposes, establishes the necessary controls for the Utility Division to adequately maintain an effective conservation program based on individual system needs and use characteristics. Refer to Exhibit 1 - the Red River Authority of Texas Resolution No. 2024-004 in the Appendix. The Authority's Residential Water Service Contract includes the specific conservation practices or plumbing codes enumerated therein. The water service contracts currently contain stringent conditions relevant to mandatory curtailment during peak demand periods, and restrictions limiting the maximum volume allowable to 3,000 gallons for residential accounts, and 50,400 gallons for commercial accounts, during any 24-hour period under normal conditions. Refer to Exhibit 3 - Water Service Contracts, in the Appendix.

### 3.14 Retrofit Programs to Improve Water Use Efficiency

The Authority is unable to adopt and enforce a retrofit program principally due to the lack of necessary data needed to determine whether a retrofit program to improve water use efficiency would be cost-effective for the Authority or individual users. However, the Authority continues to promote retrofit programs through education and information programs as a viable method of conserving water use.

### 3.15 Water Recycling and Reuse

The Authority operates and maintains two wastewater treatment plants (WWTP). The Estelline WWTP is operated by the Authority, and has a Reuse Authorization R11252-001. The treated effluent discharges to 48 acres of adjacent pasture land for irrigation purposes. The second plant, at Lake Arrowhead, is operated by the Authority, and treated effluent is de-chlorinated and discharged to an unnamed tributary of Lake Creek. Due to the location of this plant, and the quantity of discharge, recycling or reuse of wastewater effluent from this plant is infeasible at this time.

A recycling program has been established at our surface water treatment plant, which provides reuse of water that would otherwise be considered waste. The Authority implemented this program in 1988 as a demonstration project and continues recycling backwash water as part of its daily operations.

### 3.16 Water Conservation Landscaping

This type of conservation program is another in which the Authority, as a regional water supplier, must leave to the individual user and municipalities. However, the Utility Division does offer conservation suggestions to customers concerning landscaping, yard, and garden watering. Most of the Utility Division's customers are accustomed to utilizing low-water landscaping, which requires less water for survival of vegetation under routinely dry conditions. The Authority continues to provide literature on the benefits of water conservation landscaping and low water consuming plants and grasses from the County Extension Agents, to aid in the effort of promoting such programs.

### 3.17 New Water Right Application

The Authority will not submit a new water right application for New or Additional State Water with its Water Conservation and Drought Contingency Plan.

# 4.0 DROUGHT CONTINGENCY PLAN

Due to the economic status of the rural areas served, development of alternative water supplies is cost prohibitive. This shows the need for a water conservation plan, which is not only a means to conserve the existing water source supplies, but necessary to prevent major capital expansions based on the extraordinary demands of a few water users. The regional service area of the Utility Division is extremely vulnerable to drought conditions. Most of the systems within the Utility Division do not have alternate water supply sources, and in some cases, the existing source supplies are severely limited to a point where consumption during peak demand periods has caused the use of mandatory curtailment and rationing. This condition is typical of systems dependent upon groundwater as a primary source supply. Therefore, a Drought Contingency Plan is a common practice requirement for effective resource management during any type of emergency condition that may arise. This has proven to be invaluable for the Utility Division.

## 4.1 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply, protect the integrity of water supply facilities, and protect and preserve public health, welfare, and safety, thereby minimizing the adverse impacts of water supply shortages or other water supply emergency conditions, the Authority hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Plan are considered to be non-essential. Prohibited water usage during times of drought or other emergency water supply shortages, constitutes a waste of water, which subjects the offender(s) to penalties as defined in this Plan.

## 4.2 Public Education and Involvement

In addition to the Education and Information Programs described in Section 3.4 of this Plan, the Authority will distribute the Plan to all customers at their request. Additionally, a copy of the Plan will be posted on the Authority's website at www.rra.texas.gov. References to the Plan will be included in Utility Division Newsletters, Consumer Confidence Reports, and special mailings.

Direct mailings to each customer on an affected system, should a Drought Response Stage be initiated, will include which stage is being initiated, the drought response measures being implemented, and the penalties for violation of the measures. Separate mailings will be made as each new stage is initiated or terminated.

### 4.3 Authorization

The Utility Supervisor, in consultation with the Assistant General Manager and General Manager, is authorized by the Board of Directors to implement the applicable provisions of this Plan to the extent that such implementation is deemed necessary to protect the public health, safety and welfare of the Authority's customers. The Utility Supervisor, in consultation with the Assistant General Manager and General Manager, shall also have the authority to initiate or terminate drought or other water supply emergency measures as described in this Plan.

### 4.4 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the Authority's Utility Division. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations and all other legal entities.

### 4.5 Definitions

Aesthetic Water Use: Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and Institutional Water Use: Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, restaurants, and office buildings.

Conservation: Those practices, techniques and technologies that reduce the consumption of water, reduce the waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: Any person, company, or organization using water supplied by the Authority's Utility Division.

Industrial Water Use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape Irrigation Use: Water used for the irrigation and maintenance of landscaped areas, whether publically or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential Water Use: Water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

(a) Irrigation of landscaped areas, including parks, athletic fields, and golf courses;

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(c) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) Use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(g) Use of water in fountains or ponds for aesthetic or scenic purposes except where necessary to support aquatic life;

(h) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leaks(s); and

(i) Use of water from hydrants for construction purposes or any other purposes other than fire-fighting and flushing of lines to maintain a potable water supply.

Residential Water Use: Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution, or for livestock watering not including Confined Animal Feeding Operations.

### 4.6 Wholesale Suppliers to Authority Systems

Some of the Authority's water systems utilize water from a wholesale supplier as their sole source or secondary source, and must adhere to any water use restrictions established by the wholesale supplier to achieve the required reductions in demand, as outlined under the purchase water supplier's independent Drought Contingency Plan. The Authority Systems are:

| SYSTEM NAME | ID # | WATER PROVIDER | WATER TYPE |
|---|---|---|---|
| TURKEY/ESTELLINE | 0960001 | GMIWA / CITY OF TURKEY | S / G |
| NEWLIN | 0960016 | GMIWA | S |
| HARREL'S CHAPEL | 0960020 | GMIWA | S |
| NORTHFIELD-CAREY | 0380015 | GMIWA | S |
| RURAL #1 | | GMIWA | S |
| NEW GOODLETT | 0990003 | GMIWA | S |
| QUANAH SOUTHWEST | 0990044 | GMIWA | S |
| RURAL #2 | | GMIWA | S |
| OLD GOODLETT | 0990012 | GMIWA | S |
| MEDICINE MOUND | 0990013 | GMIWA | S |
| QUANAH NORTHEAST | 0990004 | GMIWA | S |
| KIRKLAND-LAZARE | 0380012 | GMIWA | S |
| LOCKETT | 2440008 | CITY OF VERNON | G |
| BOX | 2440006 | CITY OF VERNON | G |
| HINDS | 2440005 | CITY OF VERNON | G |
| TELL CEE VEE | 0380013 | GMIWA | S |
| CHILDRESS NORTHEAST | 0380014 | GMIWA | S |
| SAIED | 0380019 | GMIWA | S |
| GARDEN VALLEY | 0380017 | GMIWA | S |
| RURAL #3 | | GMIWA | S |
| FOARD COUNTY | 0780014 | GMIWA | S |
| DONLEY COUNTY REST AREA/PLASKA-FRIENDSHIP | 0650018 | GMIWA | S |
| DODSON | 0440018 | CITY OF WELLINGTON | G |
| CLUB LAKE/MEMPHIS NE | 0960019 | GMIWA | S |
| GREENBELT LAKE LOTS | 0650014 | GMIWA | S |
| ARROWHEAD LAKE LOTS | 0390021 | CITY OF WICHITA FALLS | R |
| PRESTON SHORES | 0910037 | USACE - LAKE TEXOMA | R |

GMIWA = GREENBELT MUNICIPAL AND INDUSTRIAL WATER AUTHORITY

S = TREATED SURFACE WATER

G = TREATED GROUNDWATER

R = RAW SURFACE WATER

## 4.7 Emergency Triggering Criteria

The Authority's Utility Division is spread over a large geographical service area (15 counties) and as such, varying climate conditions and related system malfunctions may affect one or more systems while not impacting others. To establish criteria which are effective and consistent during actual emergency conditions, the key prompting factor is the individual system's source water availability and the system's pumping capacities. The systems which utilize water from other sources will adopt the purchase water system's water conservation and drought contingency plan so that uniformity is in place. The emergency triggering criteria in this Plan will guide the Authority's systems that have their own source supply, which are groundwater wells. The stages set for the triggering criteria will be initiated based on the individual systems decrease of water well pumping capacities. As drought conditions increase the water well static levels will begin to drop. Depending on the number of wells in the area, these levels may drop at a higher rate. Therefore, Authority personnel will begin monitoring each system's well pumping capacity once a drought condition exists or is recognized, as it affects each individual system. Additionally, Authority personnel will begin monthly well static level and draw down rate monitoring to determine if a more precise or reliable method can be developed for future drought plan triggering criteria. For the purpose of this Plan, four stages or categories are identified, which include the monitoring requirements for each:

**Stage 1 - Mild Water Shortage Conditions** are established when low aquifer levels result in a 20% loss of production capability for a continuous 30-day-period, or as required by the Authority's wholesale provider;

**Stage 2 - Moderate Water Shortage Conditions** are established when low aquifer levels result in a 30% loss of production capability for a continuous 20-day-period, or as required by the Authority's wholesale provider;

**Stage 3 - Severe Water Shortage Conditions** are established when low aquifer levels result in a 40% production capability for a continuous 15-day-period, or as required by the Authority's wholesale provider; and

**Stage 4 - Extreme Water Shortage Conditions** are established when low aquifer levels result in a 50% production capability for a continuous 10-day-period, or as required by the Authority's wholesale provider. Thus, individual criteria are established for each water supply system within the Utility Division, and are adjusted annually based on the current 5-year historical water use data.

Since each system's water pumping ability varies, the trigger criteria must be determined based on the system's maximum design capacity. The normal conditions are determined by calculating individual system's design capacity; then calculating the system's safe yield pumping capacities over a 24-hour period, on which the emergency trigger criteria is based, as seen by water systems in Exhibit 4. Emergency Trigger Criteria by System

This technique will give the Authority a tool to better manage and monitor the water systems independently and is essential to the successful operation of the Utility Division.

### 4.8 Implementation, Termination, and Emergency Procedures

The Authority will, as a baseline water conservation measure, require customers to institute a reduced lawn irrigation schedule, regardless of whether a drought stage exists. All Authority customers shall not run outside spray-type irrigation on any day of the week between the hours of 10:00 a.m. and 7:00 p.m., unless the customer is using a hand-held positive shutoff nozzle, soaker hose, or drip irrigation system.

The Utility Supervisor shall monitor water production and drought conditions, and shall determine when a condition(s) warrant initiation or termination of each stage of the Plan. Upon receipt of a detailed report from the Utility Supervisor on current conditions and measures needed or taken, the General Manager or Assistant General Manager will authorize the initiation or termination of each stage of the Plan. The stages, as described below, contain criteria for initiation, termination, water use reduction goals, and emergency operating procedures.

## ALERT STAGE 1 - MILD WATER SHORTAGE CONDITIONS

**Requirements for Initiation:**

A. System water production capacity drops 20% and remains consistent for a period of at least 60 consecutive days, or as required by the Authority's wholesale provider.

**Goals:**

A. Raise public awareness.
B. Achieve up to a 20% reduction in demand.

**Emergency Operations Procedures:**

A. The Maintenance Division is placed on 24-hour-standby notice for possible unscheduled emergency repairs and technical support as may be required. The notice remains in effect until such time as the Stage 1 Alert has been rescinded by the Utility Supervisor.

B. The District Manager makes one or more daily checks of the facilities and distribution system for leak detection, equipment malfunctions, and excessive customer water usage.

C. All customers on the affected system(s) are advised of the prevailing emergency condition by direct mail or telephone, and requested to reduce all non-essential water uses as much as possible.

**Requirements for Termination:**

A. Stage 1 of the Plan will be terminated at such time as the emergency condition requiring the initiation of Stage 1 is alleviated and the system(s) has maintained normal production levels for at least 5 consecutive days.

## ALERT STAGE 2 - MODERATE WATER SHORTAGE CONDITIONS

**Requirement for Initiation:**

A. System water production capacity drops by 30% and remains consistent for a period of at least 30 consecutive days, or as required by the Authority's wholesale provider.

**Goals:**

A. Increase public awareness.
B. Achieve a 30% reduction in demand.

**Emergency Operations Procedures:**

A. The Maintenance Division is placed on 24-hour-alert and prepares to assist the District Manager with troubleshooting and emergency repairs as necessary to meet the imposed consumptive demands.

B. The District Manager and Maintenance personnel make emergency inspections, as necessary, to locate and remedy any encountered deficiencies in the source supply, treatment or distribution of the affected system.

C. All customers on the affected system(s) are advised of the prevailing emergency condition by direct mail and requested to:

1. Follow schedule for all outside water uses, which include handheld hoses and soaker hoses. No non-essential or aesthetic uses of water.

**Requirements for Termination**:

A. Stage 2 of the Plan will be terminated at such time as the emergency condition requiring the initiation of Stage 2 is alleviated and the system's ability to provide potable water service to its customers under the prevailing stabilized demand conditions without repeated service interruptions is maintained for a period of 5 consecutive days. Upon the termination of Stage 2, Stage 1 shall become effective until such time as its criteria have been met.

## ALERT STAGE 3 - SEVERE WATER SHORTAGE

**Requirement for Initiation:**

A. System water production capacity drops by 40% and remains consistent for a period of at least 20 consecutive days, or as required by the Authority's wholesale provider.

**Goals:**

A. Inform public of critical situation.
B. Reduce demand by 40%.

**Emergency Operations Procedures:**

A. The Maintenance Division is placed on 24-hour-alert and assigned to assist the District Manager with emergency repairs, as necessary to maintain or restore service.

B. The District Manager and Maintenance personnel make emergency inspections as often as necessary to locate and remedy, where possible, any encountered deficiencies in the source supply, treatment and distribution of the affected system.

C. The Regional Manager and District Manager make routine inspections of the customer service connections and distribution system in general, to enforce compliance with the Mandatory Curtailment Order and personally advise residents upon contact of the prevailing emergency conditions.

D. The Regional Manager and District Manager personally contact all known high water users and places them under a written Curtailment Order for all non-essential water use until further notice. Staff further advises the users

that violators of the order are subject to a temporary severance of connection, and a fine for reinstatement of the service.

E. Well-monitoring data collection should increase to twice a month, around the 1st and 15th.

F. All customer notifications shall contain, but are not necessarily limited to, the following stipulations:

1. Outside watering will be enhanced by management.

2. Livestock metered customers need to begin looking for alternative supply; if conditions worsen, stage 4 will eliminate all livestock water supply available from the public water system.

**Requirements for Termination:**

A. Stage 3 of the Plan will be terminated at such time as the emergency condition requiring the initiation of Stage 3 is alleviated and the system's ability to provide potable water service to its customers under the prevailing stabilized demand conditions without repeated service interruptions is maintained for a period of 5 consecutive days. Upon the termination of Stage 3, Stage 2 shall become effective until such time as its criteria have been met.

## ALERT STAGE 4 - EXTREME WATER SHORTAGE

**Requirement for Initiation:**

A. System water production capacity drops 50% and remains consistent for a period of at least 10 consecutive days, or as required by the Authority's wholesale provider.

**Goals:**

A. Inform public of critical and possible hazardous situation.
B. Reduce demand to a level necessary to maintain public health and safety.

**Emergency Operations Procedures:**

A. The Maintenance Division is placed on 24-hour-alert with all personnel leaves cancelled and assigned to assist the District Manager with emergency repairs as necessary to maintain or restore service.

B. The District Manager and Maintenance personnel make emergency inspections as often as necessary to locate and remedy, where possible, any encountered deficiencies in the source supply, treatment and distribution of the affected system.

C. The Regional Manager and District Manager make routine inspections of the customer service connections and distribution system in general, to enforce compliance with the Mandatory Curtailment Order, and personally advise residents upon contact of the prevailing emergency conditions.

D. Well monitoring data collection will increase to weekly.

E. All customer notifications shall contain, but are not necessarily limited to, the following stipulations:

1. No outside uses of water until further notice is provided.

2. Stop all livestock watering from the public water system.

3. In the event of a total system failure, the use of an alternate emergency source supply, as may be available by another means of conveyance such as trucks, under rationing conditions as directed by the Utility Supervisor, and subject to the approval of the Texas Commission on Environmental Quality, may be used.

**Requirements for Termination:**

A. Stage 4 of the Plan will be terminated at such time as the emergency condition requiring the initiation of Stage 4 is alleviated and the system's ability to provide potable water service to its customers under the prevailing stabilized demand conditions without repeated service interruptions is maintained for a period of 5 consecutive days.

Upon the termination of Stage 4, Stage 3 shall become effective until such time as its criteria have been met.

### 4.9 Enforcement

Repeated violations of Stage 1 or any violation of Stages 2, 3 and 4 are subject to a temporary severance of connection and a $100.00 fine for reinstatement of service. Repeated violations of Stage 4 are subject to permanent severance of connection, per the General Manager's authorization, for as long as Stage 4 persists.

### 4.10 Exemptions, Variances, and Contract Provisions

A. The Utility Supervisor, in consultation with the Assistant General Manager and General Manager, may in writing, grant an exemption or a temporary variance for existing water uses otherwise prohibited under this Plan, if it is determined that the failure to grant such exemption or variance would cause an emergency condition adversely affecting the health or sanitation of the public, or the person requesting such exemption or variance, and if one or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

2. Alternative methods can be implemented that will achieve the same level of reduction in water use.

3. Wholesale customers will be provided water on a pro-rata basis as provided in Texas Water Code §11.039.

B. Persons requesting an exemption or variance from the provisions of this Plan shall file a petition with the Authority within 5 days after the Plan implementation for a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Utility Supervisor to insure the following information is included in the petition prior to submission to the Assistant General Manager and General Manager:

1. Name and address of the petitioner(s).

2. Purpose of the water use.

3. Specific provision(s) of the Plan from which the petitioner is requesting relief.

4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur if the petitioner complies with the Plan.

5. Description of relief requested.

6. Period of time for which the exemption or variance is sought.

7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

8. Other pertinent information as may be requested.

C. Exemptions or variances granted by the Authority shall be subject to the following conditions, unless waived or modified by the General Manager or Assistant General Manager:

1. Exemptions or variances granted shall include a timetable for compliance.

2. Exemptions or variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

D. No exemption or variance shall be retroactive, or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

E. RRA will include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

# APPENDIX

# EXHIBIT 1

# BOARD OF DIRECTORS RESOLUTION

# RED RIVER AUTHORITY OF TEXAS

## RESOLUTION
## No. 2024-004

**STATE OF TEXAS** §

**COUNTY OF WICHITA** §

**A RESOLUTION OF THE BOARD OF DIRECTORS** adopting the amended Water Conservation and Drought Contingency Plan; establishing water conservation goals and policy including water accountability, acceptable plumbing practices, public education, and enforcement; establishing criteria and policy for initiating and termination of drought response stages, including restrictions on certain water uses, penalties for the violations of and provisions for enforcement of the restrictions, procedures for granting variances, and providing severability and effective dates.

**WHEREAS,** the Red River Authority of Texas (Authority) is a governmental agency and political subdivision of the State of Texas created and functioning as a conservation and reclamation district (under Article XVI, Section 59 of the Texas Constitution) pursuant to Article 8280-228 of Vernon's Annotated Texas Civil Statutes (VATCS) as amended and codified under Chapter 8510 of the Special Districts Local Law Code;

**WHEREAS,** the Authority provides potable water and wastewater treatment services to the general public through multiple water and wastewater systems located throughout its territorial jurisdiction; and

**WHEREAS,** the Authority recognizes that the amount of water available to the Authority and its customers is limited and subject to depletion, as a result of natural limitations including conditions of drought and other acts of God; and

**WHEREAS,** Section 11.1271 through Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality under Title 30, Chapter 288 of the Texas Administrative Code require all public water systems in Texas to prepare a Water Conservation and Drought Contingency Plan; and

**WHEREAS,** the Authority has maintained a Water Conservation and Drought Contingency Plan since 1988; and

**WHEREAS,** as authorized under law, and in the best interest of the public, the Board of Directors deems it expedient and necessary to amend the Water Conservation and Drought Contingency Plan establishing certain rules and policies for the orderly and efficient conservation and management of its limited water resources;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Directors that:

**Section 1.** The Authority's amended Water Conservation and Drought Contingency Plan is adopted as the official water conservation and drought contingency policy of the Authority;

**Section 2.** The General Manager is designated to enforce the provisions of the terms and provisions set forth in the Water Conservation and Drought Contingency Plan;

**Section 3.** All policies that are in conflict with the provisions of the Water Conservation and Drought Contingency Plan be, and the same are hereby, repealed; and all other policies of the Authority not in conflict with the provisions of the Water Conservation Plan and Drought Contingency Plan shall remain in full force and effect;

**Section 4.** This Water Conservation and Drought Contingency Plan shall be effective immediately from and after the passage of this resolution.

**PASSED AND APPROVED** this the 17th day of April, 2024.

Jerry Bob Daniel
President

Mary Lou Bradley
Assistant Secretary

# EXHIBIT 2

# UTILITY DIVISION RATE STRUCTURE

# RED RIVER AUTHORITY OF TEXAS

Utility Division Rate Structure

Water and Sewer Rates

Effective October 1, 2023

## TREATED WATER AND SEWER RATES

### Residential Water*

| RESIDENTIAL RATES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Minimum Monthly Charge is $103.00 and includes 2,000 gallons** | | | | | | | |
| **Meter Size: 5/8" Base** | | | | | | | |
| **GALLONAGE CHARGE:** | | | | | | | |
| **TIER** | VOLUME | | | | CHARGE | | |
| **Tier 1** | 2,001 | to | 10,000 | gals. | $ | 7.00 | /1000 gals. |
| **Tier 2** | 10,001 | to | 20,000 | gals. | $ | 9.00 | /1000 gals. |
| **Tier 3** | 20,001 | to | 30,000 | gals. | $ | 11.00 | /1000 gals. |
| **Tier 4** | 30,001 | to | 50,000 | gals. | $ | 13.00 | /1000 gals. |
| **Tier 5** | 50,001 | to | Infinity | gals. | $ | 15.00 | /1000 gals. |

### Commercial Water*

| COMMERCIAL RATES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Minimum Monthly Charge is $114.50 and includes Zero gallons** | | | | | | | |
| **Meter Size: 3/4" Base Equivalency See Equivalency Table for Other Size Charges** | | | | | | | |
| **GALLONAGE CHARGE:** | | | | | | | |
| **TIER** | VOLUME | | | | CHARGE | | |
| **Tier 1** | ZERO | to | 2,000 | gals. | $ | 8.00 | /1000 gals. |
| **Tier 2** | 2,001 | to | 10,000 | gals. | $ | 9.00 | /1000 gals. |
| **Tier 3** | 10,001 | to | 20,000 | gals. | $ | 11.00 | /1000 gals. |
| **Tier 4** | 20,001 | to | 30,000 | gals. | $ | 13.00 | /1000 gals. |
| **Tier 5** | 30,001 | to | 50,000 | gals. | $ | 15.00 | /1000 gals. |
| **Tier 6** | 50,001 | to | Infinity | gals. | $ | 17.00 | /1000 gals. |

**Sewer***

Monthly Rate: $59.75 (only for those with sewer services)

*A late fee in the amount of 10% of the monthly account statement will be assessed against an account for the statement not being paid in full by 5:00 PM on the 16th day after issuance, subject to rule.

The rates are based on all treated water and sewer systems combined within the Utility Division in order to maintain adequate bond coverage ratios. The rates are designed to provide the revenues needed to recover the cost of operating and pay the debt service, and are from the 2022 Utility Division Rate Study.

**OTHER RATES**

Raw, Wholesale, and Transient water rates, and commercial and industrial sewer rates are designed to provide the revenues needed to recover the costs of acquiring water rights, and ongoing participation in the operation and maintenance of reservoirs, well fields, sewer plants, or other related infrastructure.

These rates are negotiated individually on a contractual basis as permitted by the General Manager.

## COMMERCIAL METER EQUIVALENCY TABLE

The Red River Authority of Texas (the Authority) assesses a base availability charge on all accounts. The availability charge is calculated using the AWWA factor based table (Table 1), with the equivalency of the Authority's commercial ¾" meter. The ¾ Factor will multiplied by the base monthly account charge of $114.50 to arrive at the equivalent monthly charge for that size meter.

**Table 1**

| Meter Size | AWWA (capacity) | Factor Based on 3/4 | Base Charge |
|---|---|---|---|
| 3/4 inch (or 5/8) | 30 | 1.00 | $114.50 |
| 1 inch | 50 | 1.67 | $191.25 |
| 1-1/2 inch | 100 | 3.33 | $381.30 |
| 2 inch | 160 | 5.33 | $610.30 |
| 3 inch | 300 | 10.00 | $1,445.00 |
| 4 inch | 500 | 16.67 | $1,909.00 |
| 6 inch | 1,000 | 33.33 | $3,817.00 |

# EXHIBIT 3

# WATER SERVICE CONTRACTS

# RED RIVER AUTHORITY OF TEXAS
## UTILITY DIVISION

## RESIDENTIAL WATER METER AND SEWER SERVICE APPLICATION

**District Number:** _____ **System:** _____ **Account Number:** _____

**911 Address :** _____

**Primary Account Holder:**

_____
(Last) (Middle) (First) (Driver's License Number)

**Do you want anyone else to have access to this account?** ☐ **Yes** ☐ **No**

**Secondary Account Holder:**

_____
(Last) (Middle) (First) (Driver's License Number)

**Billing Address:** _____

_____
(City) (State) (Zip)

**Home Phone Number:** _____ **Work Phone Number:** _____

**Email Address:** _____

1. **Do you own or rent the property?** ☐ **Own** ☐ **Rent**
2. **If renting, what is the owner's name?** _____
3. **Type of Service?** ☐ **Domestic** ☐ **Livestock** ☐ **Full Time** ☐ **Other** _____
4. **If sewerage is available, is sewer requested?** ☐ **Yes** ☐ **No**
5. **Type of Connection:** ☐ **New Tap** ☐ **Long** ☐ **Short** ☐ **Existing Tap** ☐ **Extension**
6. **Customer service inspection conducted?** ☐ **Yes** ☐ **No**

**The new tap, set-up fee, connection fee, inspection fee, and customer valve will be $1,837.00 (or the amount shown on the cost estimate in case of a long tap, extension, and/or sewerage service), and will not be refundable unless a meter cannot be set at the above-described location. In the event that service is being provided at an existing location, the total service connection costs will be calculated on the attached Domestic Water Service Contract.**

_____ _____
(Date) (Customer Signature)

# RED RIVER AUTHORITY SERVICE CONTRACT CHECKLIST

| DATE: | |
|---|---|
| √ | **PROCEDURES TO FOLLOW FOR NEW CONTRACTS** |
| | IS THE APPLICANT THE PROPERTY OWNER |
| | CALLED OFFICE TO CHECK FOR BAD DEBT AND FOR THE APPLICABLE FEES |
| | MET CUSTOMER THE _____ DAY AFTER INITIAL CONTACT |
| | PROVIDED CUSTOMER WITH CURRENT SYSTEM VIOLATION LETTER (If Applicable) |
| | EXAMINED METER LOCATION WITH CUSTOMER |
| | LOCATED CUSTOMER VALVE |
| | CUSTOMER VALVE IN GOOD CONDITION |
| | EXPLAINED THAT A CUSTOMER VALVE SHOULD BE INSTALLED (If Applicable) |
| | SHOWED THE CUSTOMER THE AUTHORITY'S VALVE AND THAT IT SHOULDN'T BE USED |
| | THE AUTHORITY'S VALVE IS IN GOOD CONDITION |
| | EXPLAINED HOW THE METER FUNCTIONS |
| | EXPLAINED HOW TO REQUEST LINE LOCATES AND THE IMPORTANCE |
| | EXPLAINED THE IMPORTANCE OF COMPLETELY FILLING OUT THE BANK DRAFT AUTHORIZATION |
| | EXPLAINED THE AUTHORITY’S RATES AND FEES |
| | EXPLAINED CROSS CONNECTIONS AND IMPORTANCE OF INSURING THAT THEY DO NOT EXIST |
| | EXPLAINED HOW TO PLUMB A STOCK TUB (If Applicable) |
| | EXPLAINED SOLID WASTE COLLECTION FEES (If Applicable) |
| | ENSURE CHECK IS FOR THE CORRECT AMOUNT, IS VALID AND IS SIGNED |
| | VIEWED DRIVERS LICENSE |
| | ACQUIRED GEOGRAPHICAL INFORMATION (DECIMAL LATITUDE AND LONGITUDE) |
| | ISSUED CUSTOMER A BUSINESS CARD |
| | EXPLAINED BILLING PROCEDURES AND PAYMENT REQUIREMENTS |
| | EXPLAINED PROCESS TO REQUEST SERVICE TERMINATION |
| | COMPLETED ENTIRE CONTRACT AND ACQUIRED SIGNATURES |
| | THE MAIN OFFICE MAY BE CONTACTED AT 940-723-8697 |
| | CUSTOMER GIVEN DISCLOSURE OF INFORMATION NOTICE FORM |
| | NOTES: |
| | DISTRICT MANAGER SIGNATURE: CUSTOMER INITIALS: |

# RED RIVER AUTHORITY OF TEXAS

**RESIDENTIAL SERVICE CONTRACT**
**UTILITY DIVISION**

This Agreement made this the _____ day of _____, 20___, between the Red River Authority, an agency of the State of Texas, hereinafter called **AUTHORITY** and _____, hereinafter called **CONSUMER** for service located at _____.

**WITNESSETH**

I. The **AUTHORITY** agrees to sell and deliver water from the Water Supply System, and the **CONSUMER** agrees to purchase and receive such water, to be used for domestic purposes, in accordance with the rules, regulations, rates, and prices fixed and adopted by the Board of Directors of the **AUTHORITY**.

II. All water delivered to the **CONSUMER** shall be metered by a meter furnished, installed, and maintained by the **AUTHORITY**. The meter and/or the connection are for the sole domestic use of the **CONSUMER** and are to serve water to **ONLY** one dwelling. The **CONSUMER** agrees to **NOT** permit the extension of a pipe or pipes to transfer water from one dwelling or property to another, **AND** to **NOT** share, resell, or sub-meter water to any other persons, dwelling, business, or property, without prior written approval of the **AUTHORITY**. The **CONSUMER** is responsible for all consumption registered through the meter.

III. The **AUTHORITY** shall have the right to locate a water service meter or sewer line on or near the property of the **CONSUMER** at a point to be chosen by the **AUTHORITY**, and shall have access to the property and all associated equipment located upon said property at all reasonable times, for any purpose connected with or in the furtherance of its business operations, and, at termination of service, shall have the right to remove any or all of its equipment from the **CONSUMER's** property. Any and all livestock tubs, buildings, or structures shall be located a minimum of 20 feet away from the **AUTHORITY's** service meter or line.

IV. The **CONSUMER** shall be responsible to:

A. Verify ownership of the property, or verify authorization to reside on the property. The **CONSUMER** holds the **AUTHORITY** harmless from, and shall defend the **AUTHORITY** against, any claims for unauthorized use of property.

B. Install and maintain, at own cost, a service line from the **AUTHORITY'**s meter to the point of intended use.

C. Install and maintain an approved cut off valve, or an approved back flow preventive device as required by the State of Texas, within one foot of the **AUTHORITY's** meter. Should an approved back flow preventive device be required, the **CONSUMER** must provide annually an inspection report to the **AUTHORITY**.

D. Promptly pay for all metered water or sewer service, whether water or service is used or not.

E. Promptly notify the **AUTHORITY** of any change in ownership status of the **CONSUMER's** account (e.g. change in property ownership, change of renter status or lease).

F. Promptly repair service lines or private plumbing to prevent water loss.

V. The **CONSUMER** shall agree:

A. To observe and comply with all the **AUTHORITY's** rules and regulations now in effect, or hereafter adopted.

B. To promptly pay the **AUTHORITY** each month, at its main office in Wichita Falls, Texas, for all water received under this Contract, including the monthly **MINIMUM**, whether water is used or not, and all sewer service if provided. A 10% late charge will be assessed on any monthly statement not paid by 5:00 PM on the 16th day after issuance, subject to rule.

C. That the **AUTHORITY** will not accept partial payment of the monthly statement rendered.

D. That the **AUTHORITY** will not accept payment from anyone other than the **CONSUMER** without prior approval of the **AUTHORITY**.

E. That the **AUTHORITY may disconnect and cut off the water or sewer service, without notice, upon breach of this Contract,** including the failure of the **CONSUMER** to pay, in full, the monthly statement rendered; the **CONSUMER** has the obligation to pay the monthly statement rendered, whether or not received by the **CONSUMER**.

F. That in the event a shortage of water develops for any reason, the **AUTHORITY** may institute a Mandatory Curtailment Order and implement water rationing schedules among all consumers on the affected Water Supply System and prohibit the use of water for all other purposes, except that of life sustaining, until such time as the water shortage has passed and normal service is restored. Any or all violators of a rationing request shall be subject to an immediate service disconnect, and to fees associated with the reinstatement of service.

VI. The **CONSUMER** shall hold the **AUTHORITY** harmless from any and all claims or demands for damage to real or personal property occurring from the point the **CONSUMER** connects to the **AUTHORITY's** meter to the final destination or intended use. The **CONSUMER** further agrees to provide the **AUTHORITY** an easement or right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and/or any other equipment the **AUTHORITY** may deem necessary, so executed on a separate form furnished by the **AUTHORITY**.

VII. The **CONSUMER** shall agree to allow the **AUTHORITY's** representatives to enter the property to be served, for the purpose of performing a Customer Service Inspection of the **CONSUMER's** facilities for compliance with all applicable rules and regulations and plumbing codes, prior to making the initial connection, and periodically thereafter whenever the **AUTHORITY** would have reason to believe a violation may exist. The **CONSUMER** shall uncover and otherwise make available for inspection, at his or her own expense, all lines and other facilities requested by the **AUTHORITY's** representatives. Failure of the **CONSUMER** to comply with such a request or to correct any violation found as a result of an inspection shall be grounds for immediate severance of the connection. A severance shall remain in effect until any and all discrepancies have been corrected, and all fees associated with reinstatement of service, including all incurred expenses and charges for damaged metering equipment are paid to the **AUTHORITY**.

Unacceptable plumbing practices requiring immediate service include:

A. Direct connections between the water system and any potential sources of contamination.

B. Cross-connections between the water system and a private water system.

C. Connections allowing water to be returned to the water system.

D. Use of pipes or fittings containing more than 8% lead installed on or after July 1, 1988 and prior to January 4, 2014.

E. No plumbing installed after January 4, 2014 that bears the expected labeling indicating $\leq$0.25% lead content.

F. The use of solder or flux containing more than 0.2% lead installed on or after July 1, 1988.

VIII. The **AUTHORITY** shall provide the **CONSUMER** under this Contract, a **maximum** discharge rate at the meter of twenty (20 GPM) gallons per minute, not to exceed 3,000 gallons in any one 24-hour period. Should the demand become greater than 3,000 gallons in any one 24-hour period, the **CONSUMER** may make application for a commercial connection. The minimum discharge rate at the meter shall be in compliance with State of Texas regulations. Should the water system fail to provide at least the minimum discharge rate and pressure due to excessive **CONSUMER** usage, this Contract may be terminated, and a Disconnect Order issued within 24 hours after notification of the **CONSUMER**.

IX. If sewerage facilities are available, service may be provided under the following conditions:

A. **Gravity Sewer Tap**: where applicable, the **AUTHORITY** will provide service and maintenance from the main lines to the customer's property line.

B. **Pressure Sewer Tap**: where applicable, the **AUTHORITY** will provide service from the main to the sump tank to be located adjacent to the customer's septic tank to include maintenance of the pump. The customer is responsible for furnishing and maintaining electrical service for the pump and keeping the solids in the septic tank from entering the sump tank.

X. The rates, fees, and miscellaneous charges in effect as of the date of this Contract are provided and attached for the **CONSUMER's** information and are subject to change following 30-day written notice. All rates are based on a 5/8" meter connection. **This contract is non-transferable**. The **CONSUMER** may disconnect their meter for up to six (6) months without having to execute a new contract, but will be required to pay the reconnect fee then in effect to re-establish service.

XI. Some cities have contracted with the **AUTHORITY** to collect Solid Waste Collection Fees on their behalf. The fee is determined by the respective city and subject to change. If your water system is within the service area of one of these cities, the Solid Waste Collection Fee will be listed on page 4 of this Contract. Failure to pay the fee will result in disconnection of water service.

XII. The terms of this Contract shall be in effect as long as service is provided to the **CONSUMER**, but may be terminated by providing ten (10) days written notice of either party, with the exception of conditions in prior Sections of this contract.

XIII. Payment options include:

a. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
b. Online at https://www.rra.texas.gov
c. By phone at 833-243-3380
d. By draft (attached to contract)

## WATER RATES, SEWER RATES AND OTHER FEES *

| | | | | | |
|---|---|---|---|---|---|
| Minimum Base: | $ | 103.00 | per month, with | 2,000 | gallons included** |
| Demand Block 1: | $ | 7.00 | per 1,000 gallons for | 2,001 to 10,000 | gallons |
| Demand Block 2: | $ | 9.00 | per 1,000 gallons for | 10,001 to 20,000 | gallons |
| Demand Block 3: | $ | 11.00 | per 1,000 gallons for | 20,001 to 30,000 | gallons |
| Demand Block 4: | $ | 13.00 | per 1,000 gallons for | 30,001 to 50,000 | gallons |
| Demand Block 5: | $ | 15.00 | per 1,000 gallons for | 50,001 to Infinity | gallons |
| Sewer Rate: | $ | 59.75 | per month *(if applicable)* ** | ** *(Payable if water is used or not)* | |
| Solid Waste: | $ | | per month *(if applicable)* ** | | |

## NEW ACCOUNT WITH NEW TAP

| | |
|---|---|
| Short Tap (within 10 feet of main line) | $ 1,837.00 |
| Long Tap (extension cost extra) | 1,837.00 + |
| Domestic Gravity Sewer Tap Fee (extension cost extra) | 551.00 |
| Domestic Pressure Sewer Tap Fee (extension cost extra) | 2,500.00 |

## NEW ACCOUNT WITH EXISTING TAP

| | |
|---|---|
| Connect | $ 335.00 |
| Reconnect | 75.00 |
| Account Setup Fee | 25.00 |
| Bad Debt (old account number _____) | |

## MISCELLANEOUS FEES AND CHARGES

| | |
|---|---|
| Return Check Charge | $ 25.00 |
| Water or Sewer Service Charge/Call | 42.00 |
| Meter Accuracy Test (other than normal test) | 37.00 |
| Customer Service Valve | 52.00 |
| Customer Service Inspection Fee | 42.00 |

**TOTAL AMOUNT RECEIVED** $ _____

_____
Date of RRA installation completed

| | | |
|---|---|---|
| Account # | Meter Serial # | Beginning Reading |
| District/System | Meter EID # | Decimal Latitude/Longitude |

District Manager – Red River Authority of Texas

Property Owner or Renter

* Rates subject to change following 30-day written notice.

# RED RIVER AUTHORITY OF TEXAS
## UTILITY DIVISION

## COMMERCIAL WATER METER AND SEWER SERVICE APPLICATION

**District Number:** 15 **Account Number:** _____

**911 Address / GPS Location:** Highway 6 & FM 2003, Crowell, TX 79227

**System:** Foard County Water System (PWS ID 0780014) **System:** RRA District 15

**Name:** Hill (Last) Jason (First) _____ (Middle) _____ (Driver's License Number)

**Billing Address:** 3953 Maple Ave, Suite 150B

Dallas (City) Texas (State) 75219 (Zip)

**Home Phone Number:** ( ) 817-675-3262 **Work Phone Number:** ( ) _____

**Email Address:** _____

1 **Do you own or rent the property?** **Own** ☑ **Rent** ☐

2 **If renting, what is the owner's name?** _____

3 **Type of business?** Industrial development

4 **Name of business?** Frontera Industrial LLC

5 **Will this connection be permanent?** **Yes** ☑ **No** ☐

6 **If temporary, approximately how long?** _____

7 **If sewerage is available, is sewer requested?** **Yes** ☑ **No** ☐

8 **Customer service inspection conducted?** **Yes** ☐ **No** ☑

9 **Back flow prevention device required?** **Yes** ☑ **No** ☐

**The new tap, connection fee, setup fee, inspection fee and customer valve will be $1,863.00 (or the amount shown on the cost estimate in case of a long tap, extension, and/or sewerage service), and will not be refundable unless a meter cannot be set at the above-described location. In the event that service is being provided at an existing location, the total service connection costs will be calculated on a case by case basis dependent upon the status of the existing account.**

**I understand that this commercial application and contract is subject to approval by the Assistant General Manager, and after approval, the connection may be restricted or severed without notice if the demand jeopardizes any domestic customers from being served by this water and remain in said condition until such time as full service can be restored to all customers.**

May 11, 2026 (Date) _____ (Customer Signature)

UD-04 (10-23)

# RED RIVER AUTHORITY SERVICE CONTRACT CHECKLIST

| DATE: | |
|---|---|
| √ | **PROCEDURES TO FOLLOW FOR NEW CONTRACTS** |
| | IS THE APPLICANT THE PROPERTY OWNER |
| | CALLED OFFICE TO CHECK FOR BAD DEBT AND FOR THE APPLICABLE FEES |
| | MET CUSTOMER THE _____ DAY AFTER INITIAL CONTACT |
| | PROVIDED CUSTOMER WITH CURRENT SYSTEM VIOLATION LETTER (If Applicable) |
| | EXAMINED METER LOCATION WITH CUSTOMER |
| | LOCATED CUSTOMER VALVE |
| | CUSTOMER VALVE IN GOOD CONDITION |
| | EXPLAINED THAT A CUSTOMER VALVE SHOULD BE INSTALLED (If Applicable) |
| | SHOWED THE CUSTOMER THE AUTHORITY'S VALVE AND THAT IT SHOULDN'T BE USED |
| | THE AUTHORITY'S VALVE IS IN GOOD CONDITION |
| | EXPLAINED HOW THE METER FUNCTIONS |
| | EXPLAINED HOW TO REQUEST LINE LOCATES AND THE IMPORTANCE |
| | EXPLAINED THE IMPORTANCE OF COMPLETELY FILLING OUT THE BANK DRAFT AUTHORIZATION |
| | EXPLAINED THE AUTHORITY’S RATES AND FEES |
| | EXPLAINED CROSS CONNECTIONS AND IMPORTANCE OF INSURING THAT THEY DO NOT EXIST |
| | EXPLAINED HOW TO PLUMB A STOCK TUB (If Applicable) |
| | EXPLAINED SOLID WASTE COLLECTION FEES (If Applicable) |
| | ENSURE CHECK IS FOR THE CORRECT AMOUNT, IS VALID AND IS SIGNED |
| | VIEWED DRIVERS LICENSE |
| | ACQUIRED GEOGRAPHICAL INFORMATION (DECIMAL LATITUDE AND LONGITUDE) |
| | ISSUED CUSTOMER A BUSINESS CARD |
| | EXPLAINED BILLING PROCEDURES AND PAYMENT REQUIREMENTS |
| | EXPLAINED PROCESS TO REQUEST SERVICE TERMINATION |
| | COMPLETED ENTIRE CONTRACT AND ACQUIRED SIGNATURES |
| | THE MAIN OFFICE MAY BE CONTACTED AT 940-723-8697 |
| | CUSTOMER GIVEN DISCLOSURE OF INFORMATION NOTICE FORM |
| | NOTES: |
| | DISTRICT MANAGER SIGNATURE CUSTOMER SIGNATURE |

# RED RIVER AUTHORITY OF TEXAS

## COMMERCIAL SERVICE CONTRACT
## RESTRICTED WATER DEMAND

This Agreement made this the ____ day of _____, 20___, between the Red River Authority, an agency of the State of Texas, hereinafter called **AUTHORITY** and _____, hereinafter called the **CONSUMER** for service located at _____.

**WITNESSETH**

I. The **AUTHORITY** agrees to sell and deliver water from the Water Supply System, and the **CONSUMER** agrees to purchase and receive such water, to be used for Restricted Commercial purposes, in accordance with the rules, regulations, rates, and prices fixed and adopted by the Board of Directors of the **AUTHORITY**.

II. All water delivered to the **CONSUMER** shall be metered by a master meter furnished, installed, and maintained by the **AUTHORITY**. The meter and the connection are for the sole purpose as described in the attached statement marked Exhibit A, and shall not be considered as a permit to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwellings, businesses, or property without prior approval of the **AUTHORITY**. The **CONSUMER** is responsible for all consumption registered through the meter.

III. The **AUTHORITY** shall have the right to locate a water service meter or sewer line on or near the property of the **CONSUMER**, at a point to be chosen by the **AUTHORITY**, and shall have access to the property and equipment located upon said property at all reasonable times for any purpose connected with or in the furtherance of its business operations, and at termination of service shall have the right to remove any or all of its property from the **CONSUMER's** premises. Any and all structures shall be located a minimum of 20 feet away from the **AUTHORITY's** service meter or line.

IV. The **CONSUMER** shall be responsible to:

A. Verify ownership of the property, or verify authorization to reside on the property. The **CONSUMER** holds the **AUTHORITY** harmless from, and shall defend the **AUTHORITY** against, any claims for unauthorized use of property.
B. Install and maintain, at own cost, a service line from the **AUTHORITY**'s meter to the point of intended use.

C. Install and maintain an approved cut off valve, or an approved back flow preventive device as required by the State of Texas, within one foot of the **AUTHORITY's** meter. Should an approved back flow preventive device be required, the **CONSUMER** must provide annually an inspection report to the **AUTHORITY**.
D. Promptly pay for all metered water or sewer service, whether the service is used or not.
E. Promptly notify the **AUTHORITY** of any change in ownership status of the **CONSUMER's** account (e.g. change in property ownership, renter status, or lease).
F. Promptly repair service lines or private plumbing to prevent water loss.

V. The **CONSUMER** shall agree:

A. To observe and comply with all the **AUTHORITY's** rules and regulations now in effect, or hereafter adopted.
B. To promptly pay the **AUTHORITY** each month, at its main office in Wichita Falls, Texas, for all

water received under this Contract, including the monthly **MINIMUM**, whether water is used or not, and all sewer service if provided. A 10% late charge will be assessed on any monthly statement not paid by 5:00 PM on the 16th day after issuance, subject to rule.

C. That the **AUTHORITY** will not accept partial payment of the monthly statement rendered.

D. That the **AUTHORITY** will not accept payment from anyone other than the **CONSUMER** without prior approval of the **AUTHORITY**.

E. That the **AUTHORITY may disconnect and cut off the water or sewer service, without notice, upon breach of this Contract,** including the failure of the **CONSUMER** to pay, in full, the monthly statement rendered; the **CONSUMER** has the obligation to pay the monthly statement rendered, whether or not received by the **CONSUMER**, or failure to pay for damages to metering equipment.

F. That in the event a shortage of water develops for any reason, the **AUTHORITY** may institute a Mandatory Curtailment Order and implement water rationing schedules among all consumers on the affected Water Supply System and prohibit the use of water for all other purposes, except that of life sustaining, until such time as the water shortage has passed and normal service is restored. Any or all violators of a rationing request shall be subject to an immediate service disconnect, and to fees associated with the reinstatement of service.

G. The **AUTHORITY** may restrict, reduce, or sever the flow of water being delivered to the **CONSUMER** providing the demand exceeds any of the restrictions listed on the attached Exhibit B, or at any such time the domestic consumers being served by the water system are placed in jeopardy and remain in said condition until such time as full service can be restored to all customers.

VI. The **CONSUMER** shall hold the **AUTHORITY** harmless from any and all claims for damages to real or personal property occurring from the point the **CONSUMER** connects to the **AUTHORITY'**s meter to the final destination or intended use. The **CONSUMER** further agrees to provide the A**UTHORITY** an easement or right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and/or any other equipment the **AUTHORITY** may deem necessary, so executed on a separate form furnished by the **AUTHORITY**.

VII. The **CONSUMER** shall agree to comply with all state and federal regulations regarding the transportation, delivery, consumption, and storage of water from a Public Water Supply.

VIII. The **CONSUMER** shall agree to allow the **AUTHORITY'**s representatives to enter the property to be served for the purpose of performing a Customer Service Inspection of the **CONSUMER'**s facilities for compliance with all applicable rules and regulations prior to making the initial connection, and at such reasonable times thereafter whenever the **AUTHORITY** would have reason to believe a violation may exist. The **CONSUMER** shall uncover and otherwise make available for inspection all lines and other facilities requested by the **AUTHORITY'**s representatives. Failure of the **CONSUMER** to comply with such a request or to correct any violation found as a result of an inspection shall be grounds for immediate severance of the connection. A severance shall remain in effect until any and all discrepancies have been corrected, and all fees associated with reinstatement of service, including all incurred expenses, shall be paid to the **AUTHORITY**.

Unacceptable plumbing practices requiring immediate severance include:

A. Direct connections between the water system and any potential sources of contamination.

B. Cross-connections between the water system and a private water system.

C. Connections allowing water to be returned to the water system.

D. Use of pipes or fittings containing more than 8% lead installed on or after July 1, 1988 and prior to January 4, 2014.

E. No plumbing installed after January 4, 2014 that bears the expected labeling indicating ≤0.25% lead content.
F. The use of solder or flux containing more than 0.2% lead installed on or after July 1, 1988.

IX. The **AUTHORITY** shall provide the **CONSUMER** under this Contract, a **maximum** discharge rate at the meter of thirty-five gallons per minute (35 GPM), not to exceed calculated peak demand in any one 24-hour period. Should the demand be greater than calculated peak demand in any one 24-hour period, and the system is capable of such demand, the **CONSUMER** must provide on-site ground storage for peak demand in an amount equal to fifty percent (50%) of the greatest demand during any 24-hour time period. The minimum discharge rate at the meter shall be in compliance with State of Texas regulations. Should the water system fail to provide at least the minimum discharge rate and pressure due to excessive **CONSUMER** usage, this Contract may be terminated, and a Disconnect Order issued within 24 hours after notification of the **CONSUMER**. The terms of this Contract shall be in effect as long as service is provided to the **CONSUMER**, but may be terminated following ten (10) days written notice of either party, subject to other contract conditions.

X. If sewerage facilities are available, service may be provided under the following conditions:

A. **Gravity Sewer Tap**: where applicable the **AUTHORITY** will provide service and maintenance from the main lines to the customer's property line.
B. **Pressure Sewer Tap**: where applicable the **AUTHORITY** will provide service from the main to the sump tank to be located adjacent to the customer's septic tank to include maintenance of the pump. The **CONSUMER** is responsible for furnishing and maintaining electrical service for the pump and keeping the solids in the septic tank from entering the sump tank.

XI. The rates, fees, and miscellaneous charges in effect as of the date of this Contract are provided and attached for the **CONSUMER's** information and are subject to change following 30-day written notice. All rates are based on a 3/4" meter connection. **This contract is non-transferable**. The **CONSUMER** may disconnect their meter for up to six (6) months without having to execute a new contract, but will be required to pay the reconnect fee then in effect to re-establish service.

XII. Some cities have contracted with the **AUTHORITY** to collect Solid Waste Collection Fees on their behalf. The fee is determined by the respective city and subject to change. If your water system is within the service area of one of these cities, the Solid Waste Collection Fee will be listed on page 4 of this Contract. Failure to pay the fee will result in disconnection of water service.

XIII. Payment options include:

e. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
f. Online at https://www.rra.texas.gov
g. By phone at 833-243-3380
h. By draft (attached to contract)

The fees, charges, and water rates for this Commercial Contract are as follows:

| | | |
|---|---|---|
| New Tap Fee: | $ 1,863.00 | (Cost Plus on long tap) |
| Meter Connect: | 450.00 | (existing tap, includes account setup) |
| Meter Reconnect: | 200.00 | |
| Fire Hydrant Meter (Transient Meter) | 500.00 | |
| Sewer Connection Fee (Gravity): | 551.00 | (Cost Plus on long tap) |
| Sewer Connection Fee (Pressure): | 2,500.00 | (Cost Plus on long tap) |
| Service Inspection Fee: | 42.00 | |
| Customer Valve: | 52.00 | |
| Base Account Charge (monthly): | 114.50 | (applies only to ¾" meter) |
| Sewer Rate (if applicable): | 59.75 | |
| Solid Waste Fee (if applicable): | | |
| **Total:** | _____ | |

| | | |
|---|---|---|
| Demand Block 1: | 8.00 | /K gallons for first 2,000 gallons |
| Demand Block 2: | 9.00 | /K gallons for 2,001 to 10,000 gallons |
| Demand Block 3: | 11.00 | /K gallons for 10,001 to 20,000 gallons |
| Demand Block 4: | 13.00 | /K gallons for 20,001 to 30,000 gallons |
| Demand Block 5: | 15.00 | /K gallons for 30,001 to 50,000 gallons |
| Demand Block 6: | 17.00 | /K gallons over 50,000 gallons |

| **RED RIVER AUTHORITY OF TEXAS** | **CONSUMER** |
|---|---|
| District Manager | Agent For |
| Assistant General Manager | Purchaser |
| District/System | Account Number |
| Meter Serial Number | Beginning Reading |
| Meter EID Number | Decimal Latitude/Longitude |

* Rates subject to change following 30-day written notice.

**RED RIVER AUTHORITY OF TEXAS**
**COMMERCIAL WATER SERVICE**

## EXHIBIT A

Intended Use:

The **CONSUMER** proposes to use an estimated average of _____ gallons per day (GPD) for the purpose of _____
_____
_____

Anticipated Peak Demand:

Multiply the average known or estimated daily consumption that would pass through this metering point by a factor of 2.5 to determine the Peak Demand.

Average Consumption _____ GPD × 2.5 = _____ GPD Peak

## EXHIBIT B

Restrictions:

1. Limited to any other terms and conditions as set forth by the Texas Commission on Environmental Quality.

2. Reduced flow shall be as much as necessary to maintain normal service to all domestic customers on the system supplying this commercial service.

3. Private multiple service on the part of the **CONSUMER** shall not exceed _____ separate single-family dwellings of a domestic classification.

4. Section IX of this contract shall be applicable with regard to discharge rate of flow at the meter.

**Payment options include:**

i. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
j. Online at https://www.rra.texas.gov.
k. By phone at 833-243-3380
l. By draft (attached to contract)

# EXHIBIT 4

# EMERGENCY TRIGGER CRITERIA

# BY WATER SYSTEM

# RRA Farmers Valley Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| East Well | 15.0 | 21,600 |
| West Well | 16.0 | 23,040 |
| Purchase | 20.0 | 28,800 |
| **Total** | **51.0** | **73,440** |
| **Safe Yield** | **35.7** | **51,408** |

| Pumping Capacities (GPD) | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **51,408** | **41,126** | **32,901** | **26,321** | **21,057** |

# RRA Guthrie-Dumont Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| Dumont - East | 55.0 | 79,200 |
| Dumont - South | 55.0 | 79,200 |
| Dumont - North | 35.0 | 50,400 |
| McAdoo #1 | 35.0 | 50,400 |
| McAdoo #2 | 45.0 | 64,800 |
| McAdoo #3 | 20.0 | 28,800 |
| McAdoo #4 | 55.0 | 79,200 |
| **Total** | **300.0** | **432,000** |
| **Safe Yield** | **210.0** | **302,400** |

| Pumping Capacities (GPD) | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **302,400** | **241,920** | **193,536** | **154,829** | **123,863** |

# RRA Truscott-Gilliland Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| #1 Well | 28 | 40,320 |
| #2 Well | 31 | 44,640 |
| #3 Well | 22 | 31,680 |
| #4 Well | 17 | 24,480 |
| Simmons Well | 30 | 43,200 |
| **Total** | **128** | **184,320** |
| **Safe Yield** | **89.6** | **129,024** |

| Pumping Capacities (GPD) | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **129,024** | **103,219** | **82,575** | **66,060** | **52,848** |

# RRA Samnorwood Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| North Well | 58 | 83,520 |
| South Well | 60 | 86,400 |
| **Total** | **118** | **169,920** |
| **Safe Yield** | **82.6** | **118,944** |

| Pumping Capacities (GPD) | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **118,944** | **95,155** | **76,124** | **60,899** | **48,719** |

# RRA Dodson Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| East Well | 175 | 252,000 |
| West Well | 200 | 288,000 |
| **Total** | **375** | **540,000** |
| | | |
| **Safe Yield** | **262.5** | **378,000** |

| Pumping Capacities | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **378,000** | **302,400** | **241,920** | **193,536** | **154,829** |

# RRA Howardwick Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| East Well | 50 | 72,000 |
| West Well | 50 | 72,000 |
| **Total** | **100** | **144,000** |
| | | |
| **Safe Yield** | **70** | **100,800** |

| Pumping Capacities | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **100,800** | **80,640** | **64,512** | **51,610** | **41,288** |

# RRA Ringgold Water System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| East Well | 20 | 28,800 |
| West Well | 45 | 64,800 |
| **Total** | **65** | **93,600** |
| **Safe Yield** | **45.5** | **65,520** |

| Pumping Capacities | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **65,520** | **52,416** | **41,933** | **33,546** | **26,837** |

# RRA Preston System

**TRIGGER CRITERIA**

| Water Supply | GPM | GPD |
|---|---|---|
| Surface | 700 | 1,008,000 |
| **Total** | **700** | **1,008,000** |
| **Safe Yield** | | **864,000** |

| Pumping Capacities | Stage 1 Trigger | Stage 2 Trigger | Stage 3 Trigger | Stage 4 Trigger |
|---|---|---|---|---|
| **864,000** | **691,200** | **552,960** | **442,368** | **353,894** |

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is entered into as of the date set forth on the signature page below (this "***Agreement***"), by and between the UNDERSIGNED COUNTERPARTY (together with its successors and permitted assigns, the "***Counterparty***") and Enprotec / Hibbs & Todd, Inc., a Texas limited liability company (together with its successors and permitted assigns, "***EHT***", and together with the Counterparty, the "***Parties***").

## RECITALS

WHEREAS, the Parties desire to engage in discussions that may involve the exchange of sensitive, proprietary, or otherwise confidential information; and

WHEREAS, the Parties desire to enter into this Agreement so as to protect the confidentiality of the information disclosed between the Parties.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions and Rules of Interpretation.

(a) *Definitions*. The following terms used herein, including in the preamble and recitals, shall have the following meanings:

(i) "***Confidential Information***" means any and all information (whether written, electronic, or oral) furnished at any time by a Disclosing Party or its Representatives to a Receiving Party or its Representatives and all analyses, compilations, forecasts, studies or other documents (whether written or electronic) prepared by a Receiving Party or its Representatives which contain or reflect any such information; *provided, however*, the following shall not be considered "Confidential Information" for purposes hereof: (1) information that was already in Receiving Party's possession prior to receipt from Disclosing Party, (2) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives in violation of this Agreement, (3) information that is independently developed by Receiving Party or its Representatives without reference to or use of other elements of the Information, (4) information that is generally made available by Disclosing Party to third parties without restriction, and (5) information that is provided by Disclosing Party to Receiving Party with express prior written approval that such Confidential Information is approved for public dissemination.

(ii) "***Disclosing Party***" means a Party or its Representative that sends (by any means) any Confidential Information to Receiving Party.

(iii) "***Receiving Party***" means that Party or its Representatives to whom any Confidential Information is sent by a Disclosing Party.

(iv) "***Affiliates***" means any person that, directly or indirectly, controls or is controlled by, or is under common control with, a Party.

(v) "**Representatives**" means only those individuals or Affiliates providing consulting services to EHT and who are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

(b) *Rules of Interpretation*. Except as otherwise provided in this Agreement, each Party hereby agrees and acknowledges that the following rules of interpretation shall apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) the word "or" is not exclusive; (iii) a reference to a law or governmental rule includes any amendment or modification to such law or rule, and all regulations, rulings and other laws promulgated under such law or rule; (iv) a reference to a person includes its successors and permitted assigns; (v) the words "include", "includes", and "including" are not limiting; (vi) the words "hereof," "herein", "hereunder", "hereby", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vii) the words "will" and "shall" are used interchangeably with the same meaning. Article, Section and paragraph headings and the footers have been inserted in this Agreement as a matter of convenience for reference only, such are not a part of this Agreement, and shall not be used in the interpretation of any provision of this Agreement.

2. Obligations of Receiving Party.

(a) Each Receiving Party shall: (i) keep and safeguard all the Confidential Information as confidential; (ii) not disclose any Confidential Information in any manner whatsoever, except as required by applicable law pursuant to Section 3 below; and (iii) not use any Confidential Information for its own financial gain or benefit.

(b) Notwithstanding Section 2(a) above, a Receiving Party may reveal the Confidential Information to its Representatives (a) who are informed by Receiving Party of the confidential nature of the Confidential Information; and (b) who agree to strictly abide by the terms of this Agreement, or are under a duty of confidentiality to the Receiving Party no less strict than the terms of this Agreement.

(c) Each Party shall cause its Representatives to observe the terms of this Agreement. Neither Party may remove any proprietary, copyright, confidential, trade secret or other legend from any of the other Party's Confidential Information.

3. Required Disclosures. In the event that a Receiving Party is requested or required by a court of competent jurisdiction (whether by interrogatory, request for information or documents, subpoena, deposition, court order, or other process) to disclose any Confidential Information (the "***Required Disclosure***"), Receiving Party shall, to the extent permitted by applicable law, provide prompt written notice to Disclosing Party concerning such Required Disclosure. If Receiving Party determines that such notice is permitted by law, Receiving Party shall cooperate with Disclosing Party in seeking an appropriate protective order. If the Required Disclosure is required by applicable law, then Receiving Party shall ensure that no additional Confidential Information than strictly necessary is disclosed in complying with any such request

or requirement. In any event, Receiving Party will not oppose any action by Disclosing Party to obtain an appropriate protective order, injunction, or other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Destruction or Erasure of Confidential Information. To the fullest extent permitted by applicable law, and to the extent reasonably practicable, Receiving Party agrees that it will, upon Disclosing Party's written request:

(a) promptly destroy all copies of the written Confidential Information in Receiving Party's possession and confirm such destruction to Disclosing Party in writing,

(b) take reasonable steps to delete, erase, and remove electronic Confidential Information in Receiving Party's computer systems and confirm such deletion and removal to Disclosing Party in writing, and/or

(c) promptly deliver to Disclosing Party, at Receiving Party's sole expense, all copies of the written Confidential Information in Receiving Party's possession.

Receiving Party shall be permitted to retain copies of the Confidential Information to the extent required to comply with any law or court order to which Receiving Party is subject. Notwithstanding anything to the contrary contained herein, any Confidential Information, or copy or portion thereof, that is retained by a Receiving Party shall be maintained in accordance with the confidentiality obligations of this Agreement for so long as such Confidential Information is held.

5. Termination. This Agreement shall terminate on the earlier of (a) two (2) years from date hereof, or (b) the date upon which the Parties enter into a definitive agreement that expressly supersedes this Agreement.

6. No Representations or Warranties. Each Party acknowledges and agrees that no representation or warranty, express or implied, is made by either Party or any of its Representatives as to the accuracy or completeness of any of the Confidential Information. Neither Party nor any of its Representatives shall have any liability to the other Party or any of its Representatives on account of the use of any Confidential Information by such Party or any of its Representatives or any inaccuracy therein or omission therefrom. Nothing in this Agreement nor the furnishing of Confidential Information pursuant hereto shall be construed in any way as obligating either Party to enter into any further agreement, negotiation or transaction with any other person, including without limitation. Furthermore, nothing in this Agreement shall limit either Party from entering into any agreement, negotiation or transaction with any other person engaged in the same or similar line of business as the other Party hereto, provided, however, that such Party does not disclose or otherwise use Confidential Information in connection with any such agreement, negotiation or transaction with such other person.

7. Indemnification and Breach.

(a) In the event of any unauthorized use or disclosure or threatened unauthorized use or disclosure of Confidential Information covered by the terms of this Agreement by a Receiving Party, Disclosing Party shall be entitled to an injunction, without the requirement

to post bond, prohibiting any such breach or disclosure of Confidential Information. In addition to injunctive relief, Disclosing Party shall have all other rights and remedies afforded to it by law.

(b) Receiving Party agrees to indemnify and hold harmless Disclosing Party from any damage, loss, cost, or liability (including reasonable attorney fees) arising or resulting from any unauthorized use or disclosure of the Confidential Information by Receiving Party or any of its representatives or employees. Notwithstanding the foregoing, the Parties acknowledge that Confidential Information is valuable and unique and that unauthorized disclosure or use of such Confidential Information will result in irreparable injury to Disclosing Party.

8. Miscellaneous.

(a) *Notices.* All notices, requests, demands, and other communications required or permitted to be given under this Agreement by any Party shall be in writing delivered to the applicable Parties at the address set forth on the signature pages hereto, or to such other address as any Party may designate from time to time by written notice to all other Parties. Each such notice, request, demand, or other communication shall be deemed given and effective, as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by first-class U.S. Mail, postage prepaid, upon the earlier to occur of receipt or three (3) days after deposit in the U.S. Mail; (iii) if sent by a recognized prepaid overnight courier service, one (1) day after the date it is given to such service; (iv) if sent by facsimile, upon receipt of confirmation of successful transmission by the facsimile machine; and (v) if sent by email, upon acknowledgement of receipt.

(b) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment in violation of this provision shall be void.

(c) *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.

(d) *Amendments and Waivers.* This Agreement may only be amended or modified by an instrument in writing signed by all of the Parties.

(e) *Severability.* If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that such court deems enforceable, then such court shall reduce the time period or scope to the maximum time period or scope permitted by law.

(f) *Waiver.* No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(g) *Attorneys' Fees and Costs.* In the event that either Party commences an action to enforce the terms of this Agreement, or to seek damages or injunctive relief for the alleged breach thereof, the prevailing party (as determined by a court of competent jurisdiction) shall be entitled to collect from the non-prevailing party its, his or her reasonable attorneys' fees and costs incurred therein.

(h) *Choice of Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICTS OF LAWS RULES THEREOF.

(i) *Submission to Jurisdiction.* Each Party irrevocably consents and agrees that any action, proceeding, or other litigation by or against the other Party with respect to any claim or cause of action based upon or arising out of or related to this Agreement, shall be brought and tried exclusively in the federal or state courts located in the the State of Texas, and any such legal action or proceeding may be removed to the aforesaid courts. By execution and delivery of the Agreement, each Party accepts, for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereby irrevocably waives (a) any objection which it may now or hereafter have to the laying of venue with respect any such action, proceeding, or litigation arising out of or in connection with this Agreement brought in the aforesaid courts, and (b) any right to stay or dismiss any such action, proceeding, or litigation brought before the aforesaid courts on the basis of forum *non-conveniens*. Each Party further agrees that personal jurisdiction over it may be affected by service of process by certified mail, postage prepaid, addressed as provided in Section 8(a) of this Agreement, and when so made shall be as if served upon it personally within the State of Texas.

(j) *Jury Waiver.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES HIS/HER/ITS RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT.

(k) *Counterparts.* This Agreement may be executed by the Parties by facsimile, email, or digital signature, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile, digital signature, or portable document format ("pdf") signature page shall constitute an original for purposes hereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the last date set forth below.

Enprotec / Hibbs & Todd, Inc.
a Texas limited liability company

By: Bradley Evans, CPA
Name: Brad Evans, CPA
Title: Chief Financial Officer
Date: February 4, 2026

Address: 402 Cedar
Abilene, TX 79601

**THE COUNTERPARTY:**

Red River Authority of Texas
*(Please Print Full Entity Name)*

By: _____
*(Please Sign)*

Name: Fabian Heaney
*(Please Print Full Name)*

Title: General Manager
*(Please Print Full Title)*

Date: February 6, 2026
*(Please Print Full Date)*

Address: PO Box 240

Wichita Falls, TX 76307-0240

# RED RIVER AUTHORITY OF TEXAS
## UTILITY DIVISION

## ¾" COMMERCIAL WATER METER AND SEWER SERVICE APPLICATION

District Number: _____ Account Number: _____

911 Address / GPS Location: _____

System: _____ System: _____

Name: _____
(Last) (First) (Middle) (Driver's License Number)

Billing Address: _____

_____
(City) (State) (Zip)

Home Phone Number: ( ) _____ Work Phone Number: ( ) _____

Email Address: _____

1 Do you own or rent the property? Own ❒ Rent ❒

2 If renting, what is the owner's name? _____

3 Type of business? _____

4 Name of business? _____

5 Will this connection be permanent? Yes ❒ No ❒

6 If temporary, approximately how long? _____

7 If sewerage is available, is sewer requested? Yes ❒ No ❒

8 Customer service inspection conducted? Yes ❒ No ❒

9 Back flow prevention device required? Yes ❒ No ❒

The new tap, connection fee, setup fee, inspection fee and customer valve will be $1,919.00 (or the amount shown on the cost estimate in case of a long tap, extension, and/or sewerage service), and will **not** be refundable **unless** a meter cannot be set at the above-described location. In the event that service is being provided at an existing location, the total service connection costs will be calculated on a case by case basis dependent upon the status of the existing account.

I understand that this commercial application and contract is subject to approval by the Assistant General Manager, and after approval, the connection may be restricted or severed without notice if the demand jeopardizes any domestic customers from being served by this water and remain in said condition until such time as full service can be restored to all customers.

_____ _____
(Date) (Customer Signature)

# RED RIVER AUTHORITY SERVICE CONTRACT CHECKLIST

| DATE: | |
|---|---|
| √ | **PROCEDURES TO FOLLOW FOR NEW CONTRACTS** |
| | IS THE APPLICANT THE PROPERTY OWNER |
| | CALLED OFFICE TO CHECK FOR BAD DEBT AND FOR THE APPLICABLE FEES |
| | MET CUSTOMER THE _____ DAY AFTER INITIAL CONTACT |
| | PROVIDED CUSTOMER WITH CURRENT SYSTEM VIOLATION LETTER (If Applicable) |
| | EXAMINED METER LOCATION WITH CUSTOMER |
| | LOCATED CUSTOMER VALVE |
| | CUSTOMER VALVE IN GOOD CONDITION |
| | EXPLAINED THAT A CUSTOMER VALVE SHOULD BE INSTALLED (If Applicable) |
| | SHOWED THE CUSTOMER THE AUTHORITY'S VALVE AND THAT IT SHOULDN'T BE USED |
| | THE AUTHORITY'S VALVE IS IN GOOD CONDITION |
| | EXPLAINED HOW THE METER FUNCTIONS |
| | EXPLAINED HOW TO REQUEST LINE LOCATES AND THE IMPORTANCE |
| | EXPLAINED THE IMPORTANCE OF COMPLETELY FILLING OUT THE BANK DRAFT AUTHORIZATION |
| | EXPLAINED THE AUTHORITY’S RATES AND FEES |
| | EXPLAINED CROSS CONNECTIONS AND IMPORTANCE OF INSURING THAT THEY DO NOT EXIST |
| | EXPLAINED HOW TO PLUMB A STOCK TUB (If Applicable) |
| | EXPLAINED SOLID WASTE COLLECTION FEES (If Applicable) |
| | ENSURE CHECK IS FOR THE CORRECT AMOUNT, IS VALID AND IS SIGNED |
| | VIEWED DRIVERS LICENSE |
| | ACQUIRED GEOGRAPHICAL INFORMATION (DECIMAL LATITUDE AND LONGITUDE) |
| | ISSUED CUSTOMER A BUSINESS CARD |
| | EXPLAINED BILLING PROCEDURES AND PAYMENT REQUIREMENTS |
| | EXPLAINED PROCESS TO REQUEST SERVICE TERMINATION |
| | COMPLETED ENTIRE CONTRACT AND ACQUIRED SIGNATURES |
| | THE MAIN OFFICE MAY BE CONTACTED AT 940-723-8697 |
| | CUSTOMER GIVEN DISCLOSURE OF INFORMATION NOTICE FORM |
| | NOTES: |
| | DISTRICT MANAGER SIGNATURE CUSTOMER SIGNATURE |

# RED RIVER AUTHORITY OF TEXAS

## COMMERCIAL SERVICE CONTRACT (for ¾" meter)
## RESTRICTED WATER DEMAND

This Agreement made this the ____ day of _____, 20___, between the Red River Authority, an agency of the State of Texas, hereinafter called **AUTHORITY** and _____, hereinafter called the **CONSUMER** for service located at _____.

**WITNESSETH**

I. The **AUTHORITY** agrees to sell and deliver water from the Water Supply System, and the **CONSUMER** agrees to purchase and receive such water, to be used for Restricted Commercial purposes, in accordance with the rules, regulations, rates, and prices fixed and adopted by the Board of Directors of the **AUTHORITY**.

II. All water delivered to the **CONSUMER** shall be metered by a master meter furnished, installed, and maintained by the **AUTHORITY**. The meter and the connection are for the sole purpose as described in the attached statement marked Exhibit A, and shall not be considered as a permit to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwellings, businesses, or property without prior approval of the **AUTHORITY**. The **CONSUMER** is responsible for all consumption registered through the meter.

III. The **AUTHORITY** shall have the right to locate a water service meter or sewer line on or near the property of the **CONSUMER**, at a point to be chosen by the **AUTHORITY**, and shall have access to the property and equipment located upon said property at all reasonable times for any purpose connected with or in the furtherance of its business operations, and at termination of service shall have the right to remove any or all of its property from the **CONSUMER's** premises. Any and all structures shall be located a minimum of 20 feet away from the **AUTHORITY's** service meter or line.

IV. The **CONSUMER** shall be responsible to:

A. Verify ownership of the property, or verify authorization to reside on the property. The **CONSUMER** holds the **AUTHORITY** harmless from, and shall defend the **AUTHORITY** against, any claims for unauthorized use of property.
B. Install and maintain, at own cost, a service line from the meter connection on the outlet side of the **AUTHORITY**'s meter to the point of intended use.
C. Install and maintain an approved cut off valve, or an approved back flow preventive device as required by the State of Texas, within one foot of the **AUTHORITY's** meter. Should an approved back flow preventive device be required, the **CONSUMER** must provide annually an inspection report to the **AUTHORITY**.
D. Promptly pay for all metered water or sewer service, whether the service is used or not.
E. Promptly notify the **AUTHORITY** of any change in ownership status of the **CONSUMER's** account (e.g. change in property ownership, renter status, or lease).
F. Promptly repair service lines or private plumbing to prevent water loss.

V. The **CONSUMER** shall agree:

A. To observe and comply with all the **AUTHORITY's** rules and regulations now in effect, or hereafter adopted.
B. To promptly pay the **AUTHORITY** each month, at its main office in Wichita Falls, Texas, for all water received under this Contract, including the monthly **MINIMUM**, whether water is used or not, and all sewer service if provided. A 10% late charge will be assessed on any monthly

statement not paid by 5:00 PM on the 16th day after issuance, subject to rule.

C. That the **AUTHORITY** will not accept partial payment of the monthly statement rendered.
D. That the **AUTHORITY** will not accept payment from anyone other than the **CONSUMER** without prior approval of the **AUTHORITY**.
E. That the **AUTHORITY may disconnect and cut off the water or sewer service, without notice, upon breach of this Contract,** including the failure of the **CONSUMER** to pay, in full, the monthly statement rendered; the **CONSUMER** has the obligation to pay the monthly statement rendered, whether or not received by the **CONSUMER**, or failure to pay for damages to metering equipment.
F. That in the event a shortage of water develops for any reason, the **AUTHORITY** may institute a Mandatory Curtailment Order and implement water rationing schedules among all consumers on the affected Water Supply System and prohibit the use of water for all other purposes, except that of life sustaining, until such time as the water shortage has passed and normal service is restored. Any or all violators of a rationing request shall be subject to an immediate service disconnect, and to fees associated with the reinstatement of service.
G. The **AUTHORITY** may restrict, reduce, or sever the flow of water being delivered to the **CONSUMER** providing the demand exceeds any of the restrictions listed on the attached Exhibit B, or at any such time the domestic consumers being served by the water system are placed in jeopardy and remain in said condition until such time as full service can be restored to all customers.

VI. The **CONSUMER** shall hold the **AUTHORITY** harmless from any and all claims for damages to real or personal property occurring from the point the **CONSUMER** connects to the **AUTHORITY'**s meter to the final destination or intended use. The **CONSUMER** further agrees to provide the A**UTHORITY** an easement or right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and/or any other equipment the **AUTHORITY** may deem necessary, so executed on a separate form furnished by the **AUTHORITY**.

VII. The **CONSUMER** shall agree to comply with all state and federal regulations regarding the transportation, delivery, consumption, and storage of water from a Public Water Supply.

VIII. The **CONSUMER** shall agree to allow the **AUTHORITY'**s representatives to enter the property to be served for the purpose of performing a Customer Service Inspection of the **CONSUMER'**s facilities for compliance with all applicable rules and regulations prior to making the initial connection, and at such reasonable times thereafter whenever the **AUTHORITY** would have reason to believe a violation may exist. The **CONSUMER** shall uncover and otherwise make available for inspection all lines and other facilities requested by the **AUTHORITY'**s representatives. Failure of the **CONSUMER** to comply with such a request or to correct any violation found as a result of an inspection shall be grounds for immediate severance of the connection. A severance shall remain in effect until any and all discrepancies have been corrected, and all fees associated with reinstatement of service, including all incurred expenses, shall be paid to the **AUTHORITY**.

Unacceptable plumbing practices requiring immediate severance include:

A. Direct connections between the water system and any potential sources of contamination.
B. Cross-connections between the water system and a private water system.
C. Connections allowing water to be returned to the water system.
D. Use of pipes or fittings containing more than 8% lead installed on or after July 1, 1988 and prior

to January 4, 2014.

E. No plumbing installed after January 4, 2014 that bears the expected labeling indicating ≤0.25% lead content.

F. The use of solder or flux containing more than 0.2% lead installed on or after July 1, 1988.

IX. The **AUTHORITY** shall provide the **CONSUMER** under this Contract, a **maximum** discharge rate at the meter of thirty-five gallons per minute (35 GPM), not to exceed calculated peak demand in any one 24-hour period. Should the demand be greater than calculated peak demand in any one 24-hour period, and the system is capable of such demand, the **CONSUMER** must provide on-site ground storage for peak demand in an amount equal to fifty percent (50%) of the greatest demand during any 24-hour time period. The minimum discharge rate at the meter shall be in compliance with State of Texas regulations. Should the water system fail to provide at least the minimum discharge rate and pressure due to excessive **CONSUMER** usage, this Contract may be terminated, and a Disconnect Order issued within 24 hours after notification of the **CONSUMER**. The terms of this Contract shall be in effect as long as service is provided to the **CONSUMER**, but may be terminated following ten (10) days written notice of either party, subject to other contract conditions.

X. If sewerage facilities are available, service may be provided under the following conditions:

A. **Gravity Sewer Tap**: where applicable the **AUTHORITY** will provide service and maintenance from the main lines to the customer's property line.

B. **Pressure Sewer Tap**: where applicable the **AUTHORITY** will provide service from the main to the sump tank to be located adjacent to the customer's septic tank to include maintenance of the pump. The **CONSUMER** is responsible for furnishing and maintaining electrical service for the pump and keeping the solids in the septic tank from entering the sump tank.

XI. The rates, fees, and miscellaneous charges in effect as of the date of this Contract are provided and attached for the **CONSUMER's** information and are subject to change following 30-day written notice. All rates are based on a 3/4" meter connection. **This contract is non-transferable**. The **CONSUMER** may disconnect their meter for up to six (6) months without having to execute a new contract, but will be required to pay the reconnect fee then in effect to re-establish service.

XII. Some cities have contracted with the **AUTHORITY** to collect Solid Waste Collection Fees on their behalf. The fee is determined by the respective city and subject to change. If your water system is within the service area of one of these cities, the Solid Waste Collection Fee will be listed on page 4 of this Contract. Failure to pay the fee will result in disconnection of water service.

XIII. Payment options include:

a. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
b. Online at https://www.rra.texas.gov
c. By phone at 833-243-3380
d. By draft (attached to contract)

The fees, charges, and water rates for this Commercial Contract are as follows:

| | | |
|---|---|---|
| New Tap Fee: | $ 1,919.00 | (Cost Plus on long tap) |
| Meter Connect: | 450.00 | (existing tap, includes account setup) |
| Meter Reconnect: | 200.00 | |
| Fire Hydrant Meter (Transient Meter) | 500.00 | |
| Sewer Connection Fee (Gravity): | 568.00 | (Cost Plus on long tap) |
| Sewer Connection Fee (Pressure): | 2,500.00 | (Cost Plus on long tap) |
| Service Inspection Fee: | 75.00 | |
| Customer Valve: | 60.00 | |
| Base Account Charge (monthly): | 114.50 | (applies only to ¾" meter, see below) |
| Sewer Rate (if applicable): | 59.75 | |
| Solid Waste Fee (if applicable): | _____ | |
| **Total:** | _____ | |

| **Water Usage Rates** | **Larger Water Meters** |
|---|---|
| Demand Block 1: 8.00 /K gal for first 2,000 gal<br>Demand Block 2: 9.00 /K gal for 2,001 to 10,000 gals<br>Demand Block 3: 11.00 /K gal for 10,001 to 20,000 gals<br>Demand Block 4: 13.00 /K gal for 20,001 to 30,000 gals<br>Demand Block 5: 15.00 /K gal for 30,001 to 50,000 gals<br>Demand Block 6: 17.00 /K gal for 30,001 to 50,000 gals | 1 inch, 1-1/2 inch, 2 inch, 3 inch, 4 inch, 6 inch, 8 inch and larger water meters are available but may require a special contract or review of system capability. Contact the General Manager or Assistant General Manager directly at 940-723-8697 for further assistance. |

| **RED RIVER AUTHORITY OF TEXAS** | **CONSUMER** |
|---|---|
| District Manager | Agent For |
| Assistant General Manager | Purchaser |
| District/System | Account Number |
| Meter Serial Number | Beginning Reading |
| Meter EID Number | Decimal Latitude/Longitude |

* Rates subject to change following 30-day written notice.

**RED RIVER AUTHORITY OF TEXAS**
**COMMERCIAL WATER SERVICE**

## EXHIBIT A

Intended Use:

The **CONSUMER** proposes to use an estimated average of _____ gallons per day (GPD) for the purpose of _____
_____
_____

Anticipated Peak Demand:

Multiply the average known or estimated daily consumption that would pass through this metering point by a factor of 2.5 to determine the Peak Demand.

Average Consumption _____ GPD × 2.5 = _____ GPD Peak

## EXHIBIT B

Restrictions:

1. Limited to any other terms and conditions as set forth by the Texas Commission on Environmental Quality.

2. Reduced flow shall be as much as necessary to maintain normal service to all domestic customers on the system supplying this commercial service.

3. Private multiple service on the part of the **CONSUMER** shall not exceed _____ separate single-family dwellings of a domestic classification.

4. Section IX of this contract shall be applicable with regard to discharge rate of flow at the meter.

**Payment options include:**

e. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
f. Online at https://www.rra.texas.gov.
g. By phone at 833-243-3380
h. By draft (attached to contract)