

DOCKET NO. 59216

PETITION OF SHAUNA MEUTH TO	§	BEFORE THE
AMEND SS WATER SUPPLY	§	
CORPORATION'S CERTIFICATE OF	§	PUBLIC UTILITY COMMISSION
CONVENIENCE AND NECESSITY IN	§	
WILSON COUNTY BY STREAMLINED	§	OF TEXAS
EXPEDITED RELEASE	§	

**TWC §13.248 AGREEMENT**

**SETTLEMENT REGARDING "MEUTH" TRACT**

COMES NOW JOINTLY by and through BOTH SS Water Supply Corporation and the City of La Vernia, and files this This Settlement Agreement Regarding the "Meuth" Tract ("Agreement") that is by and between the City of La Vernia ("La Vernia"), a Texas general law city, and the S.S. Water Supply Corporation ("SSWSC"), a Texas 501(c)(12) non-profit water supply corporation organized under Chapter 67 of the Texas Water Code.

**RECITALS**

1. La Vernia and SSWSC are both retail public utilities holding retail water certificates of convenience and necessity.
2. Recent petitions, specifically Meuth SER (Docket No. 59172) and SSWSC Cease & Desist Request (Docket No. 59216), were filed with the Public Utility Commission of Texas (PUCT) regarding retail service by La Vernia within SSWSC's CCN.
3. La Vernia and SSWSC desire to resolve the petitions by this Agreement, conditioned on Meuth's dismissal of Docket No. 59172.

**NOW, THEREFORE**, to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

## 1. Recitals and Definitions.

The recitals are acknowledged to be true and are incorporated into this Agreement.

### A. Definitions: Terms used in this Agreement shall mean as follows:

Meuth Tract: The tract of land described in the Meuth SER Petition; more particularly described in the survey recently filed in Docket No. 59172, which description is incorporated by reference into this Agreement as if attached hereto.

Meuth Petition: The petition and proceedings in Docket No. 59172 by which Petitioner Meuth seeks to have the PUCT remove the Meuth Tract from SSWSC's service area.

PUCT: The Public Utility Commission of Texas, or a successor agency.

Service Area: The areas that La Vernia and SSWSC, respectively, are authorized to provide retail public water service pursuant to the certificates of convenience and necessity held by each.

SSWSC Petition: The petition and proceeding in Docket No. 59216 by which SSWSC seeks to have the PUCT issue a Cease-and-Desist order prohibiting La Vernia from providing retail water service within the Meuth (aka previously known as the Fischer Tract) through an existing 5/8-inch residential meter.

Water Plant Site: The tract of land where La Vernia currently has a well, filters, ground storage, disinfection equipment, and related plumbing and controls to serve the City of La Vernia and its customers within its CCN.

## 2. Settlement Agreement. Details as follows:

- i. La Vernia leases to SSWSC the service lateral (pigtail) connecting the City's transmission main to the meter box, along with the water meter itself for the purpose of providing the sole retail water service connection to the Meuth tract. La Vernia retains full ownership, operation, and control of the leased infrastructure. SSWSC may access the facilities solely for observation purposes and only upon providing advance notice to La Vernia Water. Such

access shall be subject to reasonable scheduling, coordination with City staff, and compliance with all City safety and operational requirements. The consideration for the lease shall be to provide service to Meuth's single retail meter within SSWSC's certificated service area, and any revenues received therefrom.

- ii. This agreement provides La Vernia with SSWSC's agreement that La Vernia shall (i) provide treated potable water meeting minimum TCEQ water quality and pressure requirements, (ii) be responsible for maintenance of the leased facilities and (iii) be responsible for ensuring the leased facilities and the water service provided through it meets all TCEQ requirements for potable water service. This lease shall remain in effect a period of twenty (20) years from its effective date, with automatic two (2) year extensions after the initial 20-year period. The City may terminate the lease with 90-days' notice to SS WSC at any time, at which time SS WSC will have to coordinate with the landowner to provide service.
- iii. La Vernia retains the right to bill Meuth for any water usage through the existing 5/8" water meter per La Vernia agreement with Meuth.
- iv. La Vernia will prevail upon Meuth to withdraw the SER petition filed with the PUCT pending PUCT approval of the settlement agreement. If Meuth does not withdraw/dismiss the SER, SSWSC will continue to pursue the issuance of a Cease-and-Desist order from the PUCT against the City of La Vernia.
- v. Both Parties shall submit this agreement in its entirety to their respective governing bodies for approval and subsequent publishing in the Official Minutes of said proceeding, and upon completion of those proceedings Meuth shall dismiss SER request against the SSWSC in Docket No. 59172.

**3. PUCT Approval.** La Vernia and SSWSC agree to jointly request PUCT approval of this Agreement pursuant to Water Code §13.248. Each party will pay their own expenses relating to the application.

#### **4. Additional consideration.**

**A. Service Areas:** Except for the single residential service to the Meuth tract through a 5/8-inch meter as described above, La Vernia agrees not to provide any additional retail or wholesale potable water service to or within the Meuth tract. The City is permitted by SSWSC to provide industrial reclaim water to the Meuth tract given it meets all guidelines imposed by the Texas Commission of Environmental Protection (TCEQ).

#### **5. Miscellaneous.**

- A. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Either party may not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- B. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is not intended to, and shall not, create any rights in or confer any benefits upon any person other than the parties hereto, and it shall not be construed to be a contract for the benefit of a third party.
- C. All attachments, appendices, schedules and exhibits to this Agreement constitute integral parts of this Agreement and are incorporated into and made a part of this Agreement by this reference for all purposes.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue for any dispute or litigation shall be only in Wilson County, Texas.
- E. Nothing contained in this Agreement is intended by the parties to create any form of joint venture or partnership and any implication to the contrary is hereby expressly disavowed by both parties. It is understood and agreed that this Agreement does not create a joint enterprise of any kind.
- F. This Agreement between these parties constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement.

- G. Both parties agree that if either party should default on any of the conditions and covenants hereunder or should threaten to do so or if it be necessary for any reason for either to hire or retain an attorney to represent it in connection with this Agreement, the party found to be responsible for said default agrees to pay to the prevailing party a reasonable amount for the prevailing party's reasonable costs, litigation expenses and attorney's fees.
- H. Both parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to an alternate dispute resolution process before filing a suit concerning this Agreement.
- I. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof.
- J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- K. Severability. If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.
- L. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior negotiations or representations.
- M. Amendments. This Agreement may only be amended in writing, with the approval of the PUCT.
- N. Any notice, demand, or other communication required to be given or to be served upon any party under this Agreement shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person with confirmation; (ii) by United States Mail, as a registered or certified item with return receipt required; (iii) delivered by delivery service (including any express mail or overnight delivery service); (iv) by confirmed facsimile; or (v) electronic mail. Notices, demands, or other communications delivered by mail shall be deemed given and received when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given



STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Madison Farrow, in her capacity as City Secretary of the City of La Vernia.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, upon lawful approval and authority, in multiple counterparts, each of which shall constitute an original, signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:  
S.S. WATER SUPPLY CORPORATION,  
A Texas Non-Profit Water Supply Corporation

By: \_\_\_\_\_  
John Fox, President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_

Larry Bratten, Secretary/Treasurer

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by John Fox, in his capacity as President of S.S. Water Supply Corporation, on behalf of said **Corporation**.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF WILSON           §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Larry Bratten, in his capacity as Secretary-Treasurer of S.S. Water Supply Corporation, on behalf of said *Corporation*.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_