

RESOLUTION NO. R-2026-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION FOR THE AREA KNOWN AS HASLER SHORES, CURRENTLY LOCATED IN THE AQUA WATER SUPPLY CORPORATION CCN SERVICE AREA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt a resolution that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Bastrop and Aqua Water Supply Corporation ("Aqua") have jointly developed a plan to transfer retail water service responsibility for the Hasler Shores Area (also referred to as the CCN Transfer Area) from Aqua to the City; and

WHEREAS, the Hasler Shores Area consists of approximately sixty-five (65) acres located within the City's Extraterritorial Jurisdiction (ETJ) in Bastrop County, currently lies within Aqua's retail water Certificate of Convenience and Necessity (CCN) No. 10294, and is served by Aqua-owned water distribution lines and thirty (30) existing water meters located along Shoreline Drive, Hasler Shores Drive, and My Road; and

WHEREAS, the parties have entered into an Operation and Maintenance Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes, which sets forth the terms and conditions for the transfer of retail water service responsibility; and

WHEREAS, under the Agreement, Aqua will prepare, file, and prosecute the required CCN Transfer Application with the Public Utility Commission of Texas ("PUC") no later than sixty (60) days after the Effective Date of the Agreement and will bear all related costs (including notices, legal fees, and engineering/mapping expenses directly tied to the application), and Aqua has agreed to cooperate fully and not oppose the application; and

WHEREAS, following issuance of a final, non-appealable PUC order approving the transfer, the City will receive a Bill of Sale/Assignment and an Assignment of Easements from Aqua within thirty (30) days, at which time the existing customers will become retail water customers of the City; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Ordinance No. 2025-16 allows for the adoption of fees to the Master Fee Schedule by resolution; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will further the public purpose of providing reliable and efficient water service;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The Operation and Maintenance Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Hasler Shores Area, attached hereto as Exhibit A, is hereby approved in all respects.

Section 3. The City Manager is hereby authorized and directed to execute the Agreement and all other necessary documents, instruments, or agreements required to effectuate the purposes of the Agreement on behalf of the City, including any documents necessary for the PUC CCN transfer process.

Section 4. Repealer: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. Severability: Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 5. Effective Date: This Resolution shall take effect immediately from and after its passage.

Section 6. Proper Notice & Meeting: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 28th day of April 2026.


APPROVED:

by: 
Ishmael Harris, Mayor

ATTEST:


Michael Muscerello, City Secretary

APPROVED AS TO FORM:


City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.



AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made and entered into as of the 20th of May 2026 (the “Effective Date”), by and between Aqua WSC (“Aqua WSC”), a Texas non-profit water supply corporation of Bastrop County, Texas, and the City of Bastrop, a home rule city, body politic of the State of Texas, and a retail public utility of Bastrop County, Texas (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, Aqua WSC is a non-profit water supply corporation located in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, that provides water and wastewater services and holds retail water Certificate of Convenience and Necessity (CCN) No. 10294 as granted by the State of Texas and regulated by the Public Utility Commission of Texas (“PUC”); and

WHEREAS, City of Bastrop is a home rule city, body politic of the State of Texas, and a retail public utility of Bastrop County, Texas that holds retail water CCN No. 11198, issued by the TCEQ or its predecessor or successors in interest, which is adjacent to Aqua WSC’s retail water CCN; and

WHEREAS, Aqua WSC desires that the City of Bastrop provide operations, maintenance, billing and collection services (“Water Services”) to certain Aqua WSC members located in the area referred to as Hasler Shores identified in **Exhibit B** of the agreement and located in Aqua WSC’s Certificate of Convenience [through Aqua WSC’s water system (“Aqua WSC’s Water System”)]; and

WHEREAS, the Water Services are hereafter referred to, collectively, as the “Services”.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the consideration stated herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

ARTICLE I RECITALS

Section 1.1 Recitals. The recitals above are true and correct and incorporated for all purposes as a part of this Agreement.

ARTICLE II SERVICES AND COMPENSATION

Section 2.1. Services to be Performed. Within the area referred to as Hasler Shores, the City shall perform all Services as more fully set out in **Exhibit A** to this Agreement for Aqua WSC provided during the term of this Agreement.

Section 2.2. Excluded Services. All Services not specifically identified in **Exhibit A** of the Agreement are excluded from this Agreement.

Section 2.3. Retail Rates by Aqua WSC; Compensation to City of Bastrop for Services. The City shall charge the Aqua WSC members located in the area referred to as Hasler Shores the rates established in

Aqua WSC's Tariff and, specifically, Aqua WSC's Rate Schedule, as amended from time to time. The charges collected by the City shall constitute the City's compensation for the services performed.

Section 2.4. Additional Charges. For performing services or incurring expenses for services not included in **Exhibit A** to this Agreement, the parties shall agree in advance by separate written agreement on the terms of and for such additional services.

Section 2.5. Audits. Aqua reserves the right to audit, or hire an independent third party to audit, the books, records, internal controls and processes of City with regard to the Services. The cost of any such audit shall be borne by Aqua. Aqua shall provide the City with reasonable notice of its intent to perform such an audit and will reimburse the City for all the City's employee time spent on the audits.

Section 2.6 Disputes. The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the term of this Agreement that relates to this Agreement or alleged breaches of this Agreement. In all such instances, either party may, by written notice to the other party, request to have such controversy, claim or dispute resolved by good faith negotiations within 20 days after such notice is received.

ARTICLE III **NOTICES**

Section 3.1 Notices. The parties agree that any notice, communication or report required to be provided under this Agreement shall be in writing and shall be considered to have been provided if delivered by hand or transmitted by electronic transmission to the mailing address, or email address of each party set out below:

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
scarrillo@cityofbastrop.org
512-332-8800

Aqua WSC
Drawer P
Bastrop, Texas 78602
dcameron@aquawsc.com
512-303-3943

Section 3.2 Delivery. Notice or communication shall be considered to have been received:

- (a) if delivered by hand during business hours on a business day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
- (b) if sent by electronic transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day

ARTICLE IV
LIABILITY

Section 4.1. Hold Harmless. Aqua WSC and the City shall not be liable or responsible for, and shall be saved and held harmless by the other party to this Agreement from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly, the provision of the Services, except such claims of damages arise from the claimed negligence, strict liability, or willful misconduct of the City or Aqua WSC.

ARTICLE V
MISCELLANEOUS TERMS AND CONDITIONS OF THE AGREEMENT

Section 5.1 Notification to Impacted Members. Aqua and the City mutually coordinate to ensure that notice is provided to all impacted customers regarding the transition of service. Within five (5) business days following execution of this Agreement, a joint letter by both parties shall be mailed to each impacted customer. The notice shall include all necessary information regarding the transition of service, including a transition date that shall occur no later than 30 days from the date of execution of this Agreement. A template of the notice letter is attached hereto as **Exhibit E**.

Section 5.2 Term of Agreement. The primary term of this Agreement shall be for a period of three (3) years from the Effective Date. This Agreement shall be automatically renewed for an additional three (3) year term upon expiration of the primary term of this Agreement.

Section 5.3 Termination. If either party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within 30 days after receiving written notice from the non-breaching party, the non-breaching party may terminate this Agreement immediately by providing written notice to the breaching party. This Agreement shall automatically terminate on the date of any order or equivalent approval by the Public Utility Commission of Texas ("PUC") of the final transfer of the area referred to as Hasler Shores from Aqua WSC to the City of Bastrop or another retail public utility.

Section 5.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. This Agreement shall not be assignable by either party without prior written approval by the other party.

Section 5.5 Amendments. This Agreement may not be modified or amended, except by an agreement in writing signed by both Aqua and the City.

Section 5.6 Waivers. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Section 5.7 Total Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof. **Exhibit C** is the letter agreement dated November 2, 2021 from Dave McMurry that provides Aqua WSC's consent to the City of Bastrop providing water service to the Hasler Shores area. **Exhibit D** is the Supplemental Agreement Regarding Water Service

to Hasler Shores Area dated May 23, 2025. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

Section 5.8 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, thereby added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and legal, valid, and enforceable such that the intention of the parties is effected as closely as is possible.

Section 5.9 Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of or on behalf of, each of the parties hereto.


Section 5.10 Holidays. In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Section 5.11 Effective Date. The Effective Date of this Agreement shall be the date set forth on the first page thereof.

Section 5.12 Governing Law and Forum. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. Certain obligations of the parties created by this Agreement shall be performable in Bastrop County, Texas. Both parties agree that any and all disputes shall be resolved by a Bastrop County court of competent jurisdiction.

Executed this ____ day of _____ 2026.

City of Bastrop

By: 
Sylvia Carillo- Trevino

Title: City Manager

Address: 1311 Chestnut Street
Bastrop, TX 78602

Aqua WSC

By: 
Dacy Cameron

Title: General Manager

Address: 415 Old Austin Hwy.
Bastrop, TX 78602

List of Exhibits:

- Exhibit A – Scope of Services to Be Performed by the City of Bastrop
- Exhibit B – Map of the Hasler Shores Area
- Exhibit C – Permission to Serve Letter Agreement dated November 2, 2021
- Exhibit D – Supplemental Agreement dated May 23, 2025
- Exhibit E – Template Notice Letter to Impacted Members

EXHIBIT A – SCOPE OF SERVICES TO BE PERFORMED BY THE CITY OF BASTROP

“Member(s)”, as used herein, refers to those members receiving retail water service from Aqua WSC in the area referred to as Hasler Shores.

“Service Area”, as used herein, refers to the territory referred to as Hasler Shores within Aqua WSC’s retail water CCN service area.

“Aqua WSC Rate Schedule”, as used herein refers to Aqua WSC Tariff for Rates, Fees, Charges and Terms and Conditions of Water and such Tariff may be amended from time to time.

“Aqua WSC’s System”, as used herein, refers to all water facilities and infrastructure necessary and appropriate to provide retail water service to all members inside the area referred to as Hasler Shores within the retail water CCN service area of Aqua WSC.

“Major System Maintenance and Repairs”, as used herein, refers to (i) replacement of any facilities of the Aqua WSC’s Water System facilities in the area referred to as Hasler Shores; and (ii) any single incidence of maintenance or repair to the Aqua WSC’s Water System facilities located in the area referred to as Haler Shores that is on a waterline more than six (6) inches in diameter.

“Minor System Maintenance and Repairs”, as used herein, refers to any maintenance and repair of the Aqua WSC’s Water System located within the area referred to as Hasler Shores other than a Major System Maintenance and Repair.

SECTION 1.0 Services to be Performed by the City of Bastrop

City of Bastrop agrees to perform the following Services:

Sec. 1.01 Maintenance and Operations Services. Provide all maintenance and operations services necessary to maintain and operate Aqua WSC’s Water System for the area referred to as Hasler Shores in compliance with all state and federal regulatory requirements. The City of Bastrop shall be solely responsible for the costs necessary to make all Major and Minor System Maintenance and Repairs.

Sec. 1.02 Meter Installation and Maintenance Services. Install and maintain water meters for Members within the area referred to as Hasler Shores within in Aqua’s Service Area in order to accurately read meters and calculate Member’s water service bills.

Sec. 1.03. Meter Reading Services. Read the water meter(s) of each Member by electronic means as needed to determine the amount to be billed for water services.

Sec 1.04. Billing Services. Calculate, prepare and mail monthly water bills to the Members as follows:

- a) Bills shall be mailed by the last business day of each month for the prior month’s service and shall contain, at a minimum, the following information: member name and address, total due for the amount of water services received as calculated pursuant to this Agreement, detail of any other charges, total amount due, and due date.
- b) Prepare and send delinquent/termination notices and charge applicable late charges and other fees to Members in accordance with Aqua WSC’s Tariff.

Sec. 1.05. Collection Services. Collect all fees, charges, and deposits due from Members, as specified in Aqua WSC's Tariff.

Sec. 1.06. Records Maintenance. Maintain and store all records associated with the billing and collection services provided by the City of Bastrop until this Agreement is terminated.

Sec. 1.07. Termination of Services. Close out a Member's account if the Member is not in compliance with Aqua WSC's Tariff and found in violation of Aqua WSC's Tariff.

Sec. 1.08. Discontinuance of Retail Water Services Based on Non-Payment for Retail Water Services. Discontinue retail water service to a member due to non-payment of bills by the member for retail water services, pursuant to Texas Water Code Section 13.250(b)(2) and Chapter 30 Texas Administrative Code Section 291.88(e), as amended.

Sec. 1.09. Member Services. Accept and process billing inquiries, requests for water service applications, and requests for termination of service, as follows:

- a) Accept and process billing inquiries. All billing inquiries should be addressed timely, and if possible, within 3 business days.
- b) Provide disconnection of water notices for non-payment of bills and disconnect services in accordance with Aqua WSC's Tariff.

SECTION 2.0 Reports to be Submitted to Aqua WSC

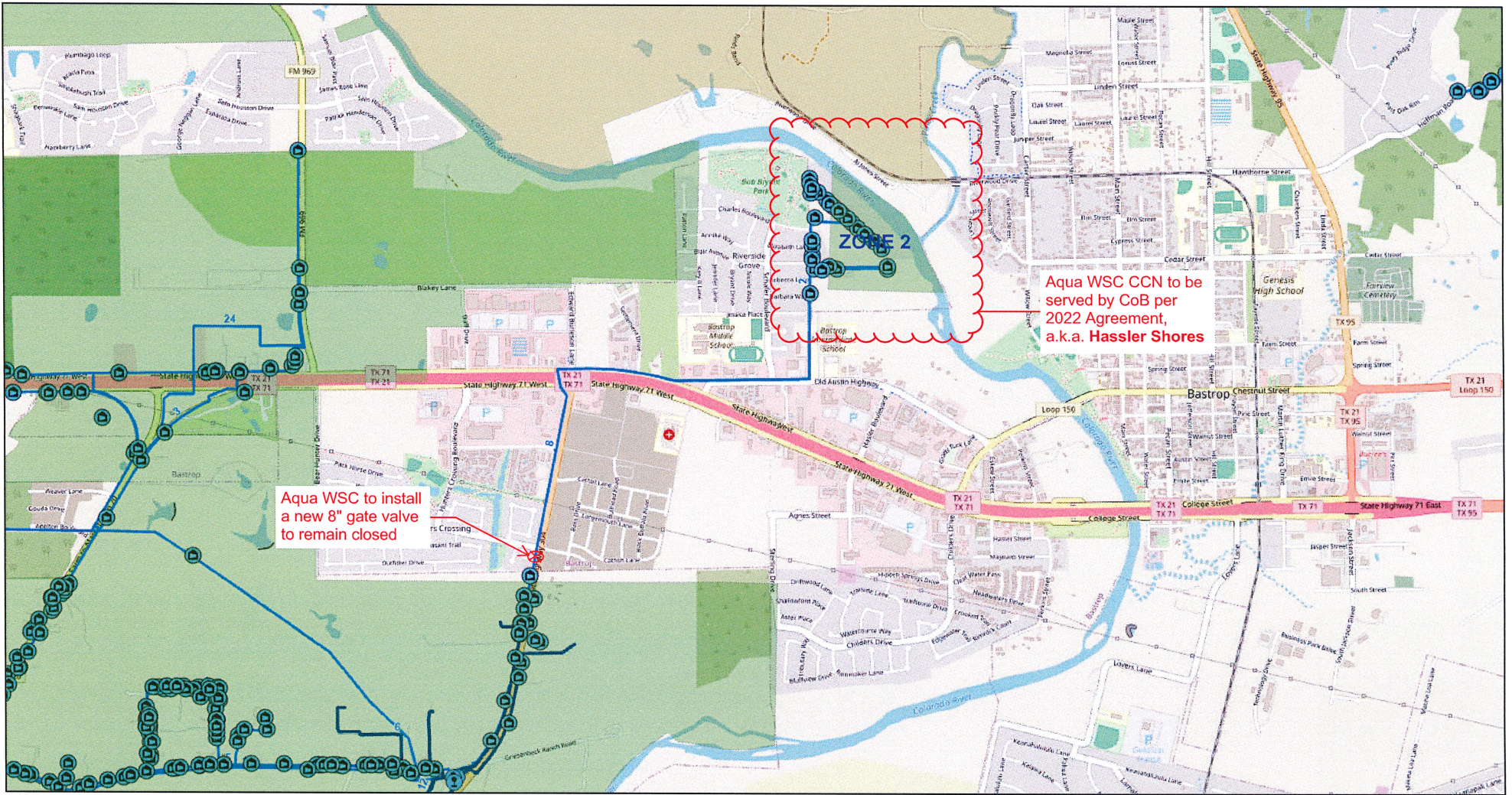
Sec. 2.01. The City of Bastrop will provide to Aqua WSC a monthly "Water Billing Report" detailing, by Member, the account number, account name, service address, current address, past due charges, and total due. Additionally, the monthly Water Billing Report shall include the total monthly current charges, past due charges, and total charges due.

Sec. 2.02. Reports will be due by the 6th of each month for the most recently available information. Each report shall be clearly labeled with the date of the report and the period covered by the report, if applicable.

Sec 2.03. All reports and notices shall be sent to the respective official contact person at Aqua WSC and City of Bastrop as indicated in Section 3.1 of the Agreement.

Exhibit B –
Map of the Hasler Shores Area

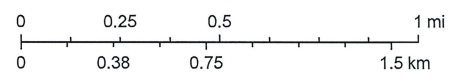
ArcGIS Web Map



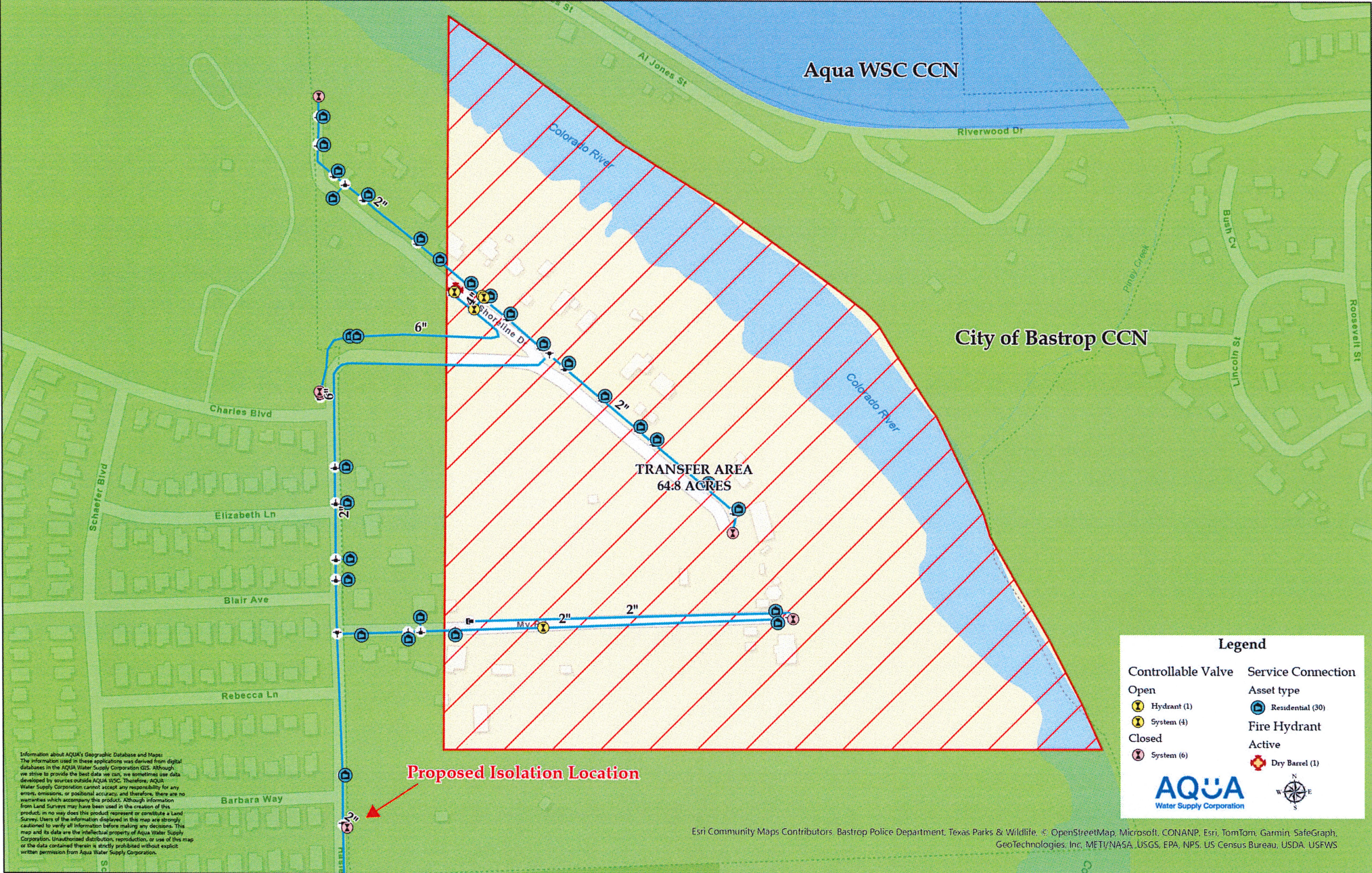
5/20/2025, 9:41:43 AM

1:22,931

- CCN - Water Operational Areas ServiceConnection for Printing
- ZONE 2
 - ZONE 4
 - Residential
 - Distribution Main
 - Transmission Main
 - Storage
 - + Storage Tank



Map data © OpenStreetMap contributors, CC-BY-SA, Esri, Inc.



Information about AQUA's Geographic Database and Maps:
 The information used in these applications was derived from digital databases in the AQUA Water Supply Corporation GIS. Although we strive to provide the best data we can, we sometimes use data developed by sources outside AQUA WSC. Therefore, AQUA Water Supply Corporation cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users of the information displayed in this map are strongly cautioned to verify all information before making any decisions. This map and its data are the intellectual property of Aqua Water Supply Corporation. Unauthorized distribution, reproduction, or use of this map or the data contained therein is strictly prohibited without explicit written permission from Aqua Water Supply Corporation.

Legend

Controllable Valve	Service Connection
Open	Asset type
Hydrant (1)	Residential (30)
System (4)	Fire Hydrant
Closed	Active
System (6)	Dry Barrel (1)

AQUA
Water Supply Corporation

Exhibit C –
Permission to Serve Letter Agreement dated November 2, 2021



November 2, 2021

Trey Job
Assistant City Manager for Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Retail Water Utility Service to Properties Located in the City of Bastrop's Extra Territorial Jurisdiction and within Aqua Water Supply Corporation's Retail Water CCN Service Area

Dear Mr. Trey Job:

The purpose of this letter is to demonstrate the agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop that authorizes the City of Bastrop to provide retail water service to a select number of properties currently served by Aqua WSC. These properties are located in Aqua WSC's retail water Certificate of Convenience and Necessity (CCN) service area and within the Extra Territorial Jurisdiction (ETJ) of the City of Bastrop. In general, these properties lie along Hasler Shores Drive, Shoreline Drive, and other nearby municipal roadways. Attachment 1 details the properties currently served by Aqua WSC to be transferred to retail water service provided by the City of Bastrop.

Aqua WSC's water line serving these properties is of considerable length, is dedicated to serving only these properties, and is increasingly requiring intensive maintenance. It is Aqua WSC's understanding that the City of Bastrop has sufficient water lines and capacity near this area to serve the identified properties. Attachment 1 specifies the resident's properties to be transferred to the City of Bastrop's retail service. At some time in the future, Aqua WSC and the City of Bastrop will work together to transfer the affected CCN from Aqua WSC to the City of Bastrop. However, for the purpose of this letter, the authorization by Aqua WSC for the City of Bastrop to serve the identified properties should be considered permanent.

If the City of Bastrop is agreeable to these conditions, please indicate your acceptance of them by signing below and returning a signed copy of this letter to me.

If you have any questions, please contact me.

Dave McMurry
General Manager
Aqua Water Supply Corporation

Acknowledgement / Agreement:

Trey Job
Assistant City Manager
City of Bastrop

Date: 2-10-22

Attachment 1

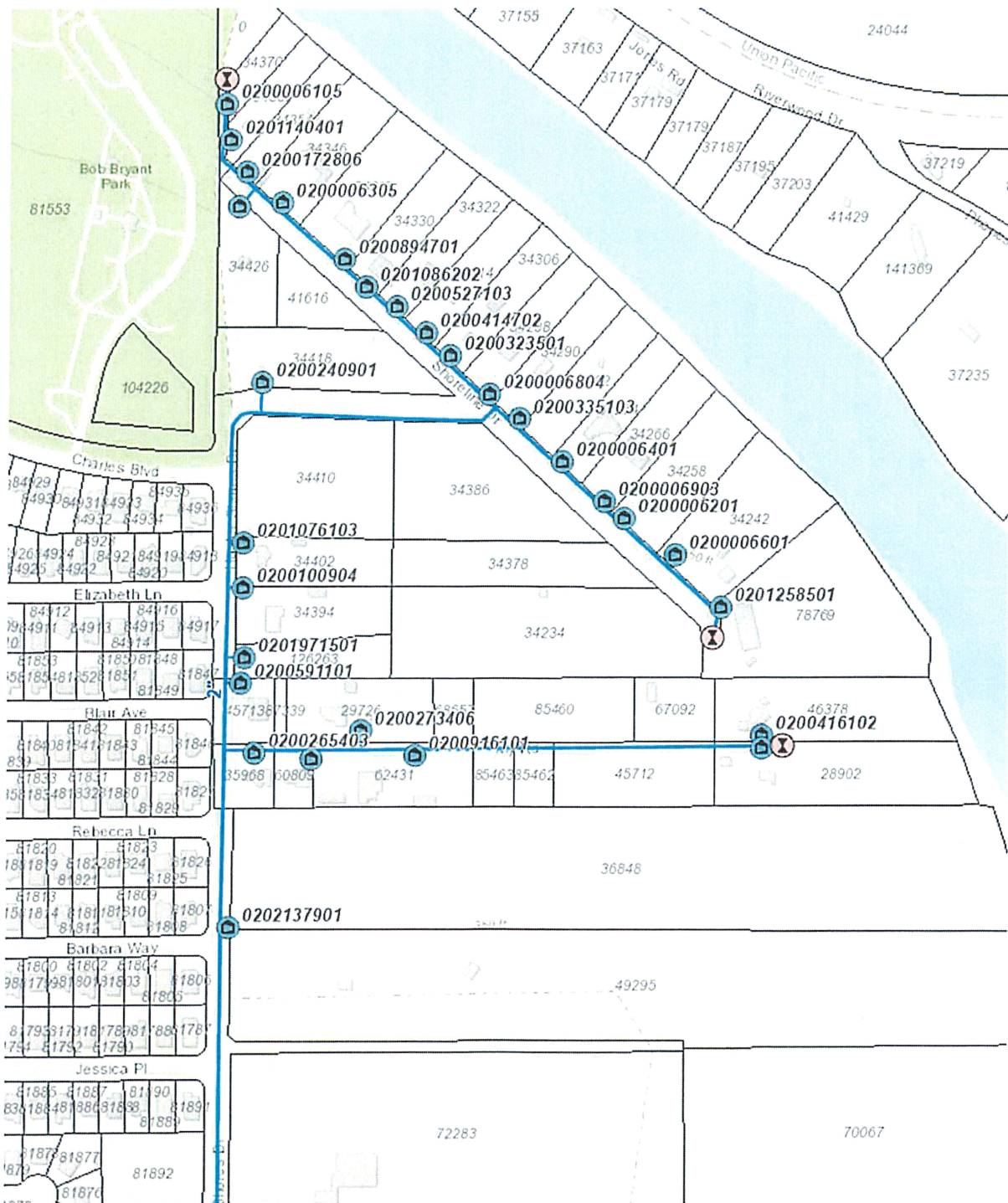


Exhibit D –
Supplemental Agreement dated May 23, 2025

May 23rd, 2025

Sylvia Carrillo-Trevino
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Supplemental Agreement Regarding Water Service to Hasler Shores Area

Dear Mrs. Sylvia Carrillo-Trevino,

This letter serves as a supplemental agreement to the previously executed February 10, 2022 letter agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop regarding the permission by Aqua WSC for the City of Bastrop to provide retail water utility service for the area referred to as Hasler Shores, located within Aqua WSC's Certificate of Convenience and Necessity (CCN) and within the City of Bastrop's Extraterritorial Jurisdiction (ETJ).

As per the 2022 agreement, Aqua WSC authorized the City of Bastrop to provide water service to properties in the Hasler Shores area and agreed to work in good faith toward the transfer of retail water CCN rights necessary to formalize that transition.

Since that time, Aqua WSC has agreed to take the following actions at its sole cost:

- Install approximately 1,000 linear feet of 6-inch water line to connect the existing City of Bastrop 8-inch water main on Hassler Shores Drive to the existing 2-inch Aqua WSC water line located along Shoreline Drive.

These improvements are being made in anticipation of the complete transfer of water service responsibilities to the City of Bastrop for the Hasler Shores service area.

In consideration of Aqua WSC's investment in the above-mentioned infrastructure improvements, we respectfully request the following assurances and commitments from the City of Bastrop:

- The City of Bastrop agrees to take over retail water service responsibilities for the Hasler Shores area promptly upon completion of the aforementioned water line improvements.
- Both parties shall coordinate to ensure timely and appropriate notice is provided to all impacted customers regarding the transition of service.

Aqua WSC will install a closed valve at a mutually agreed upon location to isolate its system from the City of Bastrop's water system. The City of Bastrop agrees that this valve shall remain closed unless otherwise agreed in writing by both parties.

Aqua WSC agrees that all water infrastructure north of the closed valve, including the new 6-inch main installed by Aqua WSC and any associated fittings or appurtenances, shall be conveyed to and accepted by the City of Bastrop upon written agreement of Aqua WSC and the City of Bastrop.

If these terms are acceptable, please indicate the City's agreement by signing below and returning a signed copy of this letter to Aqua WSC.

Should you have any questions, please do not hesitate to contact me.

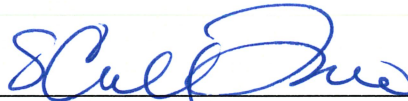
Sincerely,



Dacy Cameron, P.E.
General Manager
Aqua WSC

Acknowledgement and Agreement:

The City of Bastrop hereby agrees to the terms outlined above.



Sylvia Carrillo-Trevino
City Manager
City of Bastrop

Date: 5/10/05

Exhibit E –
Template Notice Letter to Impacted Members

May 20, 2026

IMPORTANT NOTICE REGARDING YOUR WATER SERVICE

To: Customers in the Hasler Shores Area

From: Aqua Water Supply Corporation and the City of Bastrop

Change in Retail Water Service Provider

This notice is to inform you of an upcoming change in the entity that will provide your retail water service.

What is changing

Effective, June 22, 2026, retail water service for properties in the Hasler Shores area will start to transition from Aqua Water Supply Corporation (Aqua WSC) to the City of Bastrop.

This change is being made pursuant to agreements between Aqua WSC and the City of Bastrop and is part of a planned transition of water service responsibilities for this area.

What is NOT changing

- Your water service will not be interrupted as part of this transition.
- There is no action required from you at this time.
- Your water rates will not change at this time. Aqua WSC and the City of Bastrop are pursuing the approval of the Public Utility Commission of Texas (PUC) to transition the provision of retail water utility services on a permanent basis, and your water rates may be affected by that transition.
- Existing water infrastructure will continue to provide service during and after the transition.

Billing and customer service

Beginning on or after the effective date:

- You will receive water bills from the City of Bastrop
- Customer service, billing inquiries, and service requests should be directed to the City

City of Bastrop – Water Utilities

Phone: (512) 332-8830

Website: <https://www.cityofbastrop.org/>

Until that date, Aqua WSC will continue to handle billing and customer service.

Why this change is occurring

The City of Bastrop has water infrastructure in place to serve the Hasler Shores area, and both utilities have agreed that the City will assume long-term responsibility for providing retail water service. Aqua WSC and the City have coordinated this transition to ensure continuity of service and regulatory compliance.

Regulatory information

Aqua WSC currently holds the Certificate of Convenience and Necessity (CCN) for this area. The utilities are coordinating the appropriate regulatory steps with the PUC to formalize this transition. The transition of operating and billing responsibility to the City of Bastrop is the first step in the overall transition. You will receive notice of the filing of the application at the PUC requesting PUC approval of the permanent transition of the water utility service for the Hasler Shores area. You are not required to take any action as part of the transition process.

Questions

If you have questions about this change:

- Contact Aqua WSC prior to the effective date
- Contact the City of Bastrop after the effective date

We appreciate your cooperation and thank you for allowing us to continue providing safe and reliable water service during this transition.

Sincerely,



Dacy Cameron, P.E.
General Manager
Aqua Water Supply Corporation



Sylvia Carrillo-Trevino
City Manager
City of Bastrop