



RIVERBEND RESOLUTION 20251022-03

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BOWIE CASS ELECTRIC COOPERATIVE TO PROVIDE ELECTRIC SERVICE TO RIVERBEND WATER RESOURCES DISTRICT AT THE LOCATION OF THE RAW WATER PUMP STATION IN REDWATER, TEXAS

WHEREAS, Riverbend Water Resources District (Riverbend) is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Bowie-Cass Electric Cooperative (BCEC) is a member-owned, not-for-profit electric utility that serves parts of Northeast Texas, including Bowie, Cass, Titus, Morris, Red River, and Franklin counties. Formed in 1937, its mission is to provide safe, reliable, and affordable electricity to its members, who are also the owners of the cooperative; and

WHEREAS, Riverbend has a need for electric power during the construction of and future operations at Raw Water Pump Station in Redwater, Texas; and

WHEREAS, BCEC can provide the needed services under a contribution in aid of construction agreement with Riverbend that will include engineering services, transformers, meters, reclosers, construction and materials.

NOW, THEREFORE, BE IT RESOLVED that the District's Executive Director/CEO be and is hereby authorized to negotiate and enter into an agreement with Bowie-Cass Electric Cooperative to provide electric services to Riverbend Water Resources District at the location of the Raw Water Pump Station in Redwater, Texas. Any contract must be reviewed and approved by general counsel.

PASSED AND APPROVED, this the 22nd day of October 2025


for Sonja Hubbard, President

ATTEST:


Steve Mayo, Secretary



Attached: Draft BCEC Contract



September 5, 2025

Bowie-Cass Electric Cooperative
Attention: Mr. Kyle Dooley
228 Texas Ave Ste A
New Boston, Texas 75570

RE: ***CIAC Letter Agreement—Riverbend Water Resources District***

Dear Mr. Dooley:

This letter agreement (“Letter Agreement”) is intended to memorialize an agreement between Bowie-Cass Electric Cooperative, Inc. (“BCEC”) and Riverbend Water Resources District (“RWRD”) with regard to BCEC providing electric service to RWRD at the following location:

- Raw Water Pump Station Redwater, 1001 North FM 2148, TX 75501

It is agreed that RWRD shall pay a contribution in aid of construction (“CIAC”) to BCEC for construction of the facilities for the project described above, as set forth in BCEC tariff currently in effect, as follows:

- (1) 100% CIAC (including labor and equipment) for construction described above, which shall be paid by RWRD, which CIAC shall include but not be limited to:
 - (a) Engineering services,
 - (b) Transformers, meters, reclosers,
 - (c) Construction and materials.
- (2) The total CIAC payable by RWRD hereunder for the above-described Project is \$6.05M. The payment schedule below is designed for RWRD to make payments prior to construction.
 - (a) Payment 1 of \$300,000 upon completion of design
 - (b) Payment 2 of \$4,995,746 for purchase of transformers, additional substation equipment and feeder material (long lead material).
 - (c) Payment 3 of \$749,574 upon completion of construction
- (3) The Scope of the project includes the following,
 - (a) Substation work— upgrade of existing Redwater Substation
 - (b) Construction of 2 new feeders and associated material, hardware, transformers and metering to the delivery service point.

RWRD agrees that BCEC shall have 100% ownership of the electric infrastructure, including the transformers and other equipment described above and will be responsible for maintaining said equipment.



Construction documents will be provided to RWRD for review and approval prior to the determination of the final construction cost. After RWRD approval of the proposed final cost and issuance of the construction notice to proceed. The costs stated are an initial estimate. The actual costs will be trued up at the end of the project, either refunded or additional monies owed.

This Letter Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

This Letter Agreement is executed in the State of Texas and shall in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof; without regards to any conflicts of law principles. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction. Exclusive venue for any action arising under this Letter Agreement shall be in the state courts located in Bowie County, Texas.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT.

If the above accurately reflects the agreement between BCEC and RWRD as to the matters described hereunder, please sign where indicated below.

Thank you for working with BCEC in this endeavor. Should you have questions or comments, please do not hesitate to contact me.

Respectfully

Travis Turner

Chief Engineer & System Operations Officer

AGREED:

Riverbend Water Resources District (RWRD)

By:

Kyle Dooley, CEO