



Control Number: 42866



Item Number: 97

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SOAH DOCKET NO. 473-15-5144

PUC DOCKET NO. 42866

2015 JUN 26 PM 2:16

PETITION OF TRAVIS COUNTY	§	BEFORE THE STATE OFFICE
MUNICIPAL UTILITY DISTRICT NO.	§	
12 APPEALING CHANGE OF	§	
WHOLESALE WATER RATES	§	
IMPLEMENTED BY WEST	§	
TRAVIS COUNTY PUBLIC UTILITY	§	OF
AGENCY, CITY OF BEE CAVE, TEXAS	§	
HAYS COUNTY, TEXAS AND WEST	§	
TRAVIS COUNTY MUNICIPAL	§	
UTILITY DISTRICT NO. 5	§	ADMINISTRATIVE HEARINGS

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12'S SIXTH REQUEST FOR INFORMATION TO WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

COMES NOW Travis County Municipal Utility District No. 12 ("TCMUD 12 or District") and requests that West Travis County Public Utility Agency ("PUA") answer the following questions under oath. Please present your response in accordance with the requirements of P.U.C. PROC. R. 22.144(c)(2). State the name of the witness in this matter who will sponsor the answer to the question and can vouch for the truth of the answer. The answer should be filed under oath, or the responding party should stipulate in writing that the answer can be treated by all parties as if filed under oath. The response is requested within twenty (20) calendar days. The PUA is under a continuing obligation to supplement or amend as needed in accordance with P.U.C. PROC. R. 24.144.

These RFIs are intended to not be duplicative of other discovery propounded by any other party, therefore to the extent any information requested herein is found in responses to other discovery, the PUA should so state rather than producing additional responses. If any information sought herein has already been filed in the Docket then reference to the location of that information is a sufficient response.

Provide your response to the undersigned counsel at the address and email listed below and submit an original and three copies of your answers to the questions to the Filing Clerk, Public Utility Commission of Texas, 1701 N. Congress Avenue, Suite 8-100, Austin, Texas 78701.

These requests are not intended to seek, and should be read as expressly excluding, privileged information or documents. Should any information be withheld from a response, please state in that response that you are withholding information or materials and the privilege(s) asserted.

Respectfully Submitted,

SMITH TROSTLE & HUERTA LLP

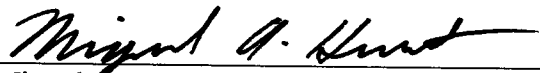
4401 Westgate Blvd., Ste. 330

Austin, Texas 78745

(512) 495-9500 (Telephone)

(512) 495-9505 (Facsimile)

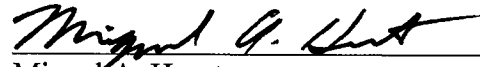
ktrostle@smithtrostle.com

By: 
Miguel A. Huerta
State Bar No. 00787733

**ATTORNEYS FOR TRAVIS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 12**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document is being served via facsimile, U.S. mail and/or hand delivery to all parties of record on this, 26th day of January, 2015.



Miguel A. Huerta

Definitions

“You” and “Your” refers to West Travis County Public Utility Agency (“PUA”) named as a Party by Order No. 1 in SOAH Docket No. 582-15-3382.

“West Travis County Public Utility Agency” or “WTCPUA” or “PUA” refers to its officers, employees, agents, representatives, attorneys, and all other natural persons, businesses or legal entities, presently or formerly, acting in concert with, under the direct or indirect control of, or on behalf of the PUA.

“West Travis County Municipal Utility District No. 5” or “District 5” refers to its officers, employees, agents, representatives, attorneys, and all other natural persons, businesses or legal entities, presently or formerly, acting in concert with, under the direct or indirect control of, or on behalf of District 5.

“City of Bee Cave” or “City” refers to its officers, employees, agents, representatives, attorneys, and all other natural persons, businesses or legal entities, presently or formerly, acting in concert with, under the direct or indirect control of, or on behalf of the City of Bee Cave.

“Hays County, Texas” or “County” refers to its officers, employees, agents, representatives, attorneys, and all other natural persons, businesses or legal entities, presently or formerly, acting in concert with, under the direct or indirect control of, or on behalf of the County.

“Lower Colorado River Authority” or “LCRA” refers to its officers, employees, agents, representatives, attorneys, and all other natural persons, businesses or legal entities, presently or formerly, acting in concert with, under the direct or indirect control of, or on behalf of the LCRA.

The term **"Commission"** refers to the Public Utility Commission of Texas, an administrative agency of the State of Texas, and its Staff and Commissioners, natural persons employed by and working for the agency.

The term **"Staff"** as used herein refers to the natural persons employed by and working for the Texas Commission on Environmental Quality in any capacity.

"Document" and "Documents" are used herein in their broadest sense as set forth in Tex. R. Civ. P. 192.3(b), and specifically include electronic information or magnetic data as described in Rule 196.4. These words mean and include all written, printed, typed, recorded, or graphic matter of every kind and description, both original and copies, and all attachments and appendices. Without limiting the foregoing, the terms "Document" and "Documents" shall include all agreements, contracts, Communications, correspondence, letters, opinion letters, telegrams, telexes, telefaxes, messages, memoranda, records, reports, books, summaries or other records of telephone conversations or interviews, summaries or other records of personal conversations or interviews, minutes, summaries, or other records of meetings and conferences, statements obtained from witnesses, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, forecasts, progress reports, statistical data, statistical statements, financial statements, work sheets, work papers, drafts, graphs, charts, tables, accounts, analytical records, consultants' and experts' reports, appraisals, bulletins, notes, notices, marginal notations, notebooks, telephone records, bills, statements, records of obligation and expenditure, invoices, lists, journals, printouts, compilations, tabulations, analyses, studies, surveys, expense reports, microfilm, microfiche, tape or disc recordings, sound recordings, video recordings, film, tape, photographs, programs and data compilations from which information can be obtained (including

matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, magnetically-stored, optically-stored, or electronically stored matter and Electronic Information, however produced, prepared, reproduced, disseminated, made or stored in any data source. The words "Document" and "Documents" also include all copies of documents by whatever means made, except that where a document is produced, identical copies of it that do not contain any markings, additions, or deletions that are different from the original do not have to be separately produced.

The term "**Communication**" includes, without limitation of its generality, statements, discussions, conversations, speeches, meetings, remarks, questions, answers, panel discussions and symposia, whether written or oral. The term includes, without limitation of its generality, both communications and statements which are face-to-face and those which are transmitted by any media such as intercoms, telephones, television, radio, or computer including electronic information.

The term "**Electronic Information**" includes, without limitation, the following: databases, data files, program files (e.g. DOC, XLS, WPD files), image files (e.g. JPEG, TIFF, PDF files), email messages and files, voice mail messages and files, instant messaging messages, text messages, temporary files, system-history files, deleted files or emails, back up files and archival files, website files, website information stored in textual, graphical or audio format, cache files, and cookies.

The term "**Data Sources**" includes, without limitation, mainframe computers, network servers, internet ("web") servers, computers (including desktop, laptop and handheld computers), hard drives (including portable or temporary hard drives), flash drives (including thumb drives,

secure digital cards or other flash memory devices), email servers, handheld devices like personal digital assistants and cell phones or smart phones (e.g. iPhones, BlackBerrys).

The terms **"relate"** or **"relating"** to any given subject, when used to specify a document, communication, statement, or correspondence mean any document, communication, statement or correspondence that constitutes, contains, evidences, embodies, reflects, identifies, states, discusses, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

The term **"identify," when used in reference to a natural person** means to provide his or her (1) full name and (2) present or last known position or business affiliation, job title, employment address, and telephone number (designating which).

The terms **"identify"** and **"describe," when used in reference to facts, an event, or an allegation**, means to include: (a) a detailed description of the facts, events, or allegation at issue; (b) the date or dates on which the facts or event occurred, or the time period involved in the events giving rise or relating to the allegation; (c) the name, address, telephone number, and affiliation of all persons involved in the facts, event, or allegation; and (d) the date, author, addressee or recipient, and type of document of any document relating to or concerning the event or allegation.

The term **"TCMUD 12 Petition"** means the Petition of Travis County Municipal Utility District No. 12 Appealing Change of Wholesale Water Rates Implemented by West Travis County Public Utility Agency, City of Bee Cave, Texas, Hays County, Texas and West Travis County Municipal Utility District No. 5, filed at the Texas Commission on Environmental Quality on March 6, 2014, TCEQ Docket No. 2015-0439-UCR, transferred to SOAH and assigned SOAH Docket No. 582-15-3382, and subsequently assigned PUC Docket No. 42866 and SOAH Docket No. 473-15-5144.

The term **“Participant”** is defined as in the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement attached as Attachment C to the TCMUD 12 Petition, and includes, collectively: the City of Bee Cave, Texas; Hays County, Texas; and West Travis County Municipal Utility District No. 5.

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12'S SIXTH REQUEST FOR
INFORMATION TO WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

- 6-1 The Position Description in Mr. Rauschuber's Attachment A states that Mr. Rauschuber is responsible to the PUA Board for "insurance of compliance with federal, state and local laws, rules, regulations and policies of the PUA." Does that accurately describe Mr. Rauschuber's areas of compliance responsibility?
- 6-2 Is there any other document of which Attachment A is a part, that defines terms used in Attachment A? If so, please identify the larger document and provide a copy.
- 6-3 Under Attachment A, does "assess, coordinate, and implement PUA rates and fees" include conducting cost and rate design analyses?
- 6-4 Please produce Mr. Rauschuber's analysis for the 5 most recent matters for which he was responsible for the "development and evaluation of water and wastewater rates" as stated in his Direct Testimony on page 6, line 16, and at page 7, lines 1-2.
- 6-5 Please identify and produce documents demonstrating Mr. Rauschuber's services related to "water and wastewater rate and impact fee assessments and design" as stated in his Direct Testimony on page 6, line 26.
- 6-6 Please identify (by docket number and style, date(s), and his client in the matter) the five most recent water and wastewater rate matters in which Mr. Rauschuber was qualified as an expert witness before the TCEQ, the PUC, and the SOAH as stated in his Direct Testimony on page 7, lines 20-23.
- 6-7 Define what Mr. Rauschuber means by the term "wholesale water treatment service" as used in his Direct Testimony on page 8, line 6. As part of the response to this request, please explain fully how that term differs from the term "wholesale water services" as that term is defined in Section 1.01 of the Wholesale Water Services Agreement between LCRA and TCMUD 12 which Mr. Rauschuber includes as Attachment G to his testimony. Also explain how "wholesale water services" as used in his Direct Testimony on page 11, line 14 differs from the term "wholesale water services" as used in his Direct Testimony at page 13, lines 12-20.
- 6-8 Does the TCMUD 12 Agreement (as that term is used in Mr. Rauschuber's Direct Testimony, page 13, lines 5-10, including Attachment G thereto) allow the WTCPUA to include a profit or return on equity in its system costs that are covered by the rates charged to TCMUD 12?

- 6-9 Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services before January 1, 2013 (i.e., before the effective date of the November 15, 2012 rate change) include amounts to recover a profit or a return on equity for WTCPUA? For purposes of this question and those that follow, the term "Wholesale Water Services" is being used as that term was used by Mr. Rauschuber in his testimony on page 13, lines 11 through 22 wherein he quotes Section 1.01 of the TCMUD 12 Agreement.
- 6-10 Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services before January 1, 2013 (before the effective date of the November 15, 2012 rate change) include amounts to recover profit or a return on equity for WTCPUA?
- 6-11 Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services between January 1, 2013 and January 1, 2014 (due to the effective date of the November 15, 2012 rate change) include amounts to recover a profit or a return on equity for WTCPUA?
- 6-12 Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services between January 1, 2013 and January 1, 2014 include amounts to recover profit or a return on equity for WTCPUA?
- 6-13 Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services on and after January 1, 2014 (i.e., upon the effective date of the November 21, 2013 rate change) include amounts to recover a profit or a return on equity for WTCPUA?
- 6-14 Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services on and after January 1, 2014 (i.e., upon the effective date of the November 21, 2013 rate change) include amounts to recover profit or a return on equity for WTCPUA?
- 6-15 Identify the date that each of the 13 wholesale customers listed on pages 12–13 of Mr. Rauschuber's testimony assigned their LCRA wholesale water services agreement to the PUA. If any have not yet assigned their LCRA water services agreement to PUA, please so indicate.
- 6-16 Please identify the document which "amended" the Wholesale Water Services Agreement between LCRA and TCMUD 12, as referenced by Mr. Rauschuber in his Direct Testimony at page 8, line 7. Please have Mr. Rauschuber identify, by page numbers and references to specific provisions, where in that document it states that the Wholesale Water Services Agreement is thereby "amended."
- 6-17 In characterizing the wholesale water services agreement in his Direct Testimony on page 14, lines 4–5, Mr. Rauschuber states that the WTCPUA is obligated to "receive, treat and deliver the raw water that TCMUD 12 provides to WTCPUA." Does Mr. Rauschuber agree that the PUA is obligated to *divert*, treat, and transport the raw water LCRA sells to MUD 12?

- 6-18 Please produce the WTCPUA Board of Directors' agenda attachments and any handouts to the Board from the May 3, 2012 Board meeting relating to Item H: "Discuss, consider, and take action on Agreement Regarding Transfer of Operations..." (from Attachment K to Mr. Rauschuber's testimony). If any such documents have been previously provided, please identify the Bates page numbers for each responsive document.
- 6-19 Please produce any written documentation from the May 3, 2012 WTCPUA Board of Directors' meeting which evidences that, "...the WTCPUA Board felt that it was important to obtain TCMUD 12's written assignment of the TCMUD 12 Agreement, so it accepted TCMUD 12's additional provisions..." as referenced on page 18, lines 4-6 of Mr. Rauschuber's Direct Testimony.
- 6-20 If the WTCPUA believed TCMUD 12 failed to "comply with the assignment provision in Section 7.08 of the TCMUD 12 Agreement" as stated in Mr. Rauschuber's Direct Testimony on page 18, lines 7-8, what was the basis for the WTCPUA accepting the additional provisions in the TCMUD 12 assignment.
- 6-21 Please see Mr. Rauschuber's Direct Testimony on page 17, line 18 in which he states that the TCMUD 12 assignment was the product of "significant negotiations" between the parties. Please identify the number of hours that Mr. Rauschuber spent on each wholesale contract assignment. If that information does not exist, please so state.
- 6-22 Produce the WTCPUA legal bills showing the level of effort expended on the TC MUD 12 assignment, e.g. what Mr. Rauschuber refers to as the "2012 Amendment."
- 6-23 Produce the WTCPUA legal bills showing the level of effort expended on each contract assignment other than the TCMUD 12 assignment.
- 6-24 Does the PUA maintain any record of the events from its board meetings other than the official minutes? If so, please describe what types of other records exist and how those records can be made available to TCMUD 12.
- 6-25 Produce any written documentation from the May 3, 2012 Board meeting which evidences that the WTCPUA Board considered challenging TCMUD 12 for failing to comply with the assignment provision of the TCMUD 12 agreement as referenced on page 18, lines 6-8 of Mr. Rauschuber's Direct Testimony.
- 6-26 Produce the documentation from WTCPUA which evidenced that the WTCPUA notified TCMUD 12 that it was failing to comply with the assignment provisions of its contract as referenced on page 18, lines 7-8 of Mr. Rauschuber's Direct Testimony.
- 6-27 Produce the minutes from the meetings that the WTCPUA held with wholesale customers on the following dates: October 19, 2012; October 30, 2012; January 28, 2013; March 25, 2013; April 1, 2013; April 9, 2013, May 6, 2013; and May 14, 2013.

- 6-28 Produce all notes taken by anyone representing the WTCPUA (including staff and consultants) during the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.
- 6-29 Identify each rate consultant and the party that he or she represented on the signup sheet for the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.
- 6-30 Identify each attorney and the party that he or she represented on the signup sheet for the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.
- 6-31 Produce documentation that Mr. Rauschuber invited TCMUD 12 to the October 19, 2012 and October 30, 2012 meetings as referenced on page 20, line 1 of his Direct Testimony. If documents responsive to this request have already been provided in response to another discovery question, please identify the Bates pages numbers of those documents.
- 6-32 Besides the concerns referenced by Mr. Rauschuber on page 20, lines 7-13 of his testimony, did any wholesale customers raise any other concerns pertaining to the November 15, 2012 wholesale rate increase? If yes, produce all written documentation from those wholesale customers (other than TCMUD 12).
- 6-33 What was the WTCPUA's response to any concerns referenced in the previous question (excluding TCMUD 12)? Produce all written documentation of WTCPUA's responses, including documents used to develop the responses.
- 6-34 Identify each of the Wholesale Customer Committee's suggestions (as referenced on page 23, lines 1-3 of Mr. Rauschuber's testimony) showing for each: a. the specific suggestion made; b. the date of suggestion; c. the identity of person(s) making the suggestion; and d. WTCPUA's response to the suggestion. In responding to this request, please include any suggestions that were discarded as well as those that were adopted. Please produce copies of any documents relevant to this request. If such documents have been previously provided, please identify the Bates pages for those documents.
- 6-35 Describe the "exhaustive measures" that the WTCPUA undertook as referenced on page 23, line 5 of Mr. Rauschuber's Direct Testimony and produce any documents that support this contention. If such documents have been previously provided, please identify the Bates pages for those documents.
- 6-36 Produce all documentation supporting Mr. Rauschuber's contention that the Committee and the WTCPUA discussed "many rate scenarios and alternatives" at these meetings as discussed on page 23, lines 7-8 of Mr. Rauschuber's Direct Testimony.
- 6-37 Produce any notes taken by anyone representing WTCPUA during the meetings referenced on page 29, lines 1-5 of Mr. Rauschuber's Direct Testimony, and any handouts from the meeting with marginalia.

- 6-38 Please explain the basis for Mr. Rauschuber's "...understanding that the WTCPUA was the only governmental entity that was interested in purchasing this System" as stated on page 10, lines 6-8 of his testimony?
- 6-39 Please identify and explain the basis for Mr. Rauschuber's "understanding that Mr. Joe DiQuinzio served as TC MUD 12's appointee to the Committee" stated on page 28, lines 13-14 of Mr. Rauschuber's testimony.
- 6-40 Please produce the amendments to the three wholesale customer contracts discussed in Mr. Rauschuber's Direct Testimony at page 26, lines 4-5, and Exhibit O to Mr. Rauschuber's Attachment R. If such documents have been previously provided, please identify the Bates pages for those documents.
- 6-41 Did the PUA Board of Directors accommodate Mr. Randy Wilburn's request on behalf of Deer Creek Ranch Water Company (Rauschuber Direct, Attachment R at 12) to treat that wholesale customer differently because it is an Investor Owned Utility? Provide any documents that are related to the Board's action on the Deer Creek Ranch Water Company request.
- 6-42 Identify any changes to the form amendment discussed in Mr. Rauschuber's Direct Testimony on page 26, line 10 and found in Attachment Q that differ from the draft amendment form that was provided to the wholesale customers on May 14, 2013 (Attachment P) and explain why those changes were made.
- 6-43 Is the water treatment plant line item referenced on page 30, lines 1-7 of Mr. Rauschuber's testimony for a new plant or for the expansion of an existing plant?
- 6-44 Does the proposed \$13,500,000 cost for the water treatment plant referenced on page 30, line 7 of Mr. Rauschuber's testimony include the cost of the land and any required easements?
- 6-45 Is the \$2,150,000 for the raw water intake referenced on page 30, lines 8-14 of Mr. Rauschuber's testimony for a new intake structure or for the expansion of an existing structure?
- 6-46 Does the \$2,150,000 for the raw water intake referenced on page 30, lines 8-14 of Mr. Rauschuber's testimony include the cost of any land required and any required easements?
- 6-47 Please produce documentation with dates and cost information to support your contention that (1) the WTCPUA installs 16-inch water pipelines and (2) the cost to purchase and install a 16-inch water pipeline is \$80 per linear foot, as stated in Mr. Rauschuber's Direct Testimony on page 30, lines 15-19.
- 6-48 Is the \$80 per linear foot for a 16-inch water line referenced on page 30, lines 15-19 of Mr. Rauschuber's testimony for a new route or to parallel an existing water line?

- 6-49 Does the \$80 per linear foot for a 16-inch water line referenced on page 30, lines 15–19 of Mr. Rauschuber’s testimony include the cost of acquiring the land or any easements? If so, please explain what property right has been acquired by PUA for installation of the 16-inch water pipelines, and the cost per linear foot for same. If the \$80 per linear foot does not include the cost of right of way easement or property acquisition, please produce documentation of the cost the PUA paid for a property right to install 16-inch water pipelines, the date acquired, the date installed, and the length of each.
- 6-50 Please refer to page 29, line 15 through page 30, line 19, of Mr. Rauschuber’s Direct Testimony. Produce all documents relating to the referenced cost of constructing treatment, diversion, and transmission facilities discussed in that section of Mr. Rauschuber’s Direct Testimony
- 6-51 Provide the calculation showing that “Mr. DiQuinzio’s projected cost is nearly double the WTCPUA price, on a cost per 1,000,000 gallon basis” as stated by Mr. Rauschuber on page 31, lines 9-10 of his testimony.
- 6-52 Identify the date on which WTCPUA provided to TC MUD 12 the proposed Monthly Charge referenced on page 33, lines 17–18 of Mr. Rauschuber’s testimony. Produce any documents related to the communication referenced in response to the previous question.
- 6-53 Please produce the following publication or presentation as listed in Attachment A of Mr. Stowe’s prefiled testimony: Allocating the Costs of Population Growth in Wholesale Water Contracts, Texas Rural Water Association and Texas Water Conservation Association Water Law Seminar, January 2007.
- 6-54 Please produce copies of the following testimony referenced on page 6, lines 9 and 10 of Mr. Jack Stowe’s Direct Testimony. If any of the following testimony is readily available online, detailed information on how the specific testimony may be obtained (e.g. providing the Uniform Resource Locator (URL) for the appropriate webpage or File Transfer Protocol (FTP) site) may be provided in lieu of providing a copy of the testimony.

TCEQ Docket No. 582-10-1977, SOAH Docket No. 2099-1925-UCR, *Navarro County Wholesale Ratepayers v. City of Corsicana, Texas*.

- 6-55 Please produce copies of the SOAH Proposals for Decision (“PFDs”) and the TCEQ Final Orders in the cases referenced on page 5, line 15 through page 6, line 10 of Mr. Jack Stowe’s Direct Testimony. If any of the PFDs or Final Orders are readily available online, detailed information on how the specific documents may be obtained (e.g. providing the Uniform Resource Locator (URL) for the appropriate webpage or File Transfer Protocol (FTP) site) may be provided in lieu of providing a copy of the documents.

TCEQ Docket Nos. 8748-A and 9261-A, *City of Arlington, Texas v. City of Fort Worth, Texas*.

TCEQ Docket No. 582-02-2470, SOAH Docket No. 2001-1583-UCR, *City of McAllen v. Hidalgo County WCID #3*

TCEQ Docket No. 582-03-1991, SOAH Docket No. 2002-1400-UCR, *Canyon Regional River Authority v. Guadalupe Blanco River Authority*

TCEQ Docket No. 582-07-2049, SOAH Docket No. 2007-0238-UCR, *BHP Water Supply Corp. v. Royse City, Texas*

TCEQ Docket No. 582-10-1977, SOAH Docket No. 2009-1925-UCR, *Navarro County Wholesale Ratepayers v. City of Corsicana, Texas*.

- 6-56 Does WTCPUA contend that the WTCPUA may change the amount of the Connection Fees charged to TCMUD 12? If yes, please explain the basis of your contention and produce all documents that support your contention.
- 6-57 Please identify the document which Mr. Stowe refers to as the “2012 Amendment” on page 8, lines 3 through 13 of his Direct Testimony. Please have Mr. Stowe identify, by page numbers and references to specific provisions, where in that document it states that the Wholesale Water Services Agreement is thereby “amended.”
- 6-58 Please produce a copy of the testimony of Donald G. Rauschuber in *Appeal of the Retail Water and Wastewater Rates of the Lower Colorado River Authority*, TCEQ Docket No. 2008-0093-UCR; SOAH Docket No. 582-08-2863. If the testimony is readily available online, detailed information on how the specific testimony may be obtained (e.g. providing the Uniform Resource Locator (URL) for the appropriate webpage or File Transfer Protocol (FTP) site) may be provided in lieu of providing a copy of the testimony.
- 6-59 Please produce a copy of the testimony of Donald G. Rauschuber in the *Deer Creek* case, SOAH Docket No. 582-09-5328, TCEQ Docket No. 2009-0929-UCR. If the testimony is readily available online, detailed information on how the specific testimony may be obtained (e.g. providing the Uniform Resource Locator (URL) for the appropriate webpage or File Transfer Protocol (FTP) site) may be provided in lieu of providing a copy of the testimony.

- 6-60 Please produce a copy of the testimony of Nelisa Heddin, and any errata thereto, filed in the *Appeal of the Retail Water and Wastewater Rates of the Lower Colorado River Authority*, TCEQ Docket No. 2008-0093-UCR; SOAH Docket No. 582-08-2863. If the testimony is readily available online, detailed information on how the specific testimony may be obtained (e.g. providing the Uniform Resource Locator (URL) for the appropriate webpage or File Transfer Protocol (FTP) site) may be provided in lieu of providing a copy of the testimony.
- 6-61 Is it Mr. Baudino's contention that WTCPUA is an oligopoly, rather than a monopoly?
- 6-62 Is it Mr. Baudino's position that the market for wholesale water services (i.e. the services provided to TCMUD12 by the WTCPUA) in the area served by TCMUD 12 is perfectly competitive?
- 6-63 Please identify the market structure (e.g., pure competition, oligopoly, monopoly, monopolistic competition, etc.) that Mr. Baudino contends to be present in the geographical area served by TCMUD 12 and explain in detail why he contends this to be an appropriate characterization of the market structure.
- 6-64 For each of the public hearings attended by Mr. Stowe referenced on page 5, line 11 of his testimony, please identify or produce the following:
- a. The date of the hearing;
 - b. The location of the hearing;
 - c. Any notes taken by Mr. Stowe at the hearing;
 - d. Transcript of any oral comments made by Mr. Stowe at the hearing;
 - e. Any written comments by Mr. Stowe submitted for the hearing; and
 - f. A summary of the hearing and any conclusions and recommendations from the hearing.
- 6-65 Please produce a copy of the comments provided by Mr. Stowe on the proposed draft rule referenced on page 5, lines 13–14 of his testimony.
- 6-66 Please identify the other revenue requirements methodologies besides the two most prominent methodologies referenced on page 9, lines 15–17 of Mr. Stowe's testimony? Please describe what distinguishes those methodologies from the two most prominent methodologies?
- 6-67 Please describe Mr. Stowe's participation in the Dallas Water Utilities proceedings referenced on page 21, line 23 through page 22, line 1 of his testimony.

- 6-68 On page 11, lines 21–24 of Mr. Rauschuber’s testimony, he states that the WTCPUA has approximately 6,500 retail water customers as of the filing date of his testimony. Approximately how many of those retail water customers are located within:
- a. The City of Bee Cave’s corporate limits
 - b. The City of Bee Cave’s extraterritorial jurisdiction (excluding West Travis County MUD #5’s boundaries)
 - c. West Travis County MUD #5’s boundaries
 - d. Hays County