

SEWER UTILITY TARIFF

FOR

Corix Utilities (Texas) Inc.

6836 Bee Caves Road, Suite 209

(Utility Name)

(Business Address)

Austin, Texas 78746

(512) 306-4000

(City, State, Zip Code)

(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

New CCN number to be assigned.

This tariff is effective in the following county (ies):

Bastrop

This tariff is effective in the following cities or unincorporated towns (if any):

This tariff is effective in the following subdivision or systems:

Camp Swift Wastewater System

This tariff is effective for the following public Sewer system numbers(s):

0110013

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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(Utility Name)

SECTION 1.0 -- RATE SCHEDULE**Section 1.01 -- Rates***

Customer Class	Monthly Minimum Charge	Gallonage Charge
Residential	\$ 26.25 + 8.00 Grinder Pump Charge	\$ <u>4.50</u> per 1000 gallons**
Non-Residential	\$ <u>20.50/LUE</u>	\$ <u>4.50</u> per 1000 gallons***
Multi-unit Residential	\$ <u>15.00/Dwelling Unit</u>	\$ <u>4.50</u> per 1000 gallons***
Large User	\$ <u>15.25/LUE****</u>	\$ <u>4.50</u> per 1000 gallons***

*All customers will also pay a billing fee of \$2.75 per meter.

Corix will bill volume as calculated using one of the following three options: (1) Corix will calculate retail wastewater flow for each customer based on the calculated average of monthly potable water metered and billed during the previous **December, January, and February. (2) If a residential customer does not have an acceptable history of water usage during the preceding December, January and February, the customer's monthly wastewater bill shall be calculated on the basis of 5,000 gallons water usage per month. (3) If the customer is not receiving potable water services from either Aqua WSC or Corix, then the customer must contact Corix to determine the feasibility of providing service and to set up a billing system if the provision of service is feasible.

***Corix will bill volume on actual wastewater flow, measured on a basis acceptable to Corix, at the expense of the customer. In the absence of acceptable actual sewage volume measurements, Corix will calculate retail wastewater flow based on 100 percent of the customer's current monthly water usage.

****LUEs for calculation and payment of Monthly Charges will be determined on the basis of 200 gallons per day as measured from the average of the three highest monthly usages for the prior twelve (12) month period, adjusted by Corix in its discretion for meter anomalies, to be established each year during the April billing cycle.

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash ☒, Check ☒, Money Order ☒, Credit Card ☒, Other (specify) Electronic Funds Transfer

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees**TAP FEE**\$ 800

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL CONNECTION. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Large Connection Tap)Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR THE SEWER LINE INSTALLED.

(Utility Name)

SECTION 1.0 – RATE SCHEDULE (Continued)**DISCONNECTION FEE**

\$ 25.00

THE DISCONNECTION FEE WILL BE CHARGED TO CUSTOMERS WHO REQUEST CESSATION OF SERVICE FROM THE SYSTEM FOR ANY REASON EXCEPT TERMINATION OF A UTILITY ACCOUNT.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS CEASED SERVICE FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Nonpayment of bill

\$ 25.00

b) Customer's request that service be ended

\$ 25.00

TRANSFER FEE

\$ 30.00

THIS FEE APPLIES TO CUSTOMERS WHO REQUEST TO TRANSFER AN ACCOUNT FROM ONE SERVICE LOCATION TO ANOTHER EXISTING SERVICE LOCATION WITHIN THE SAME SERVICE AREA. IF THERE IS NOT AN EXISTING TAP AT THE NEW SERVICE LOCATION, THE CUSTOMER WILL ALSO BE RESPONSIBLE FOR ALL CHARGES AND FEES FOR A NEW SERVICE APPLICATION AND CONNECTION.

CHANGE OF ACCOUNT FEE

\$ 20.00

THE CHANGE OF ACCOUNT FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE

10% OF THE BILL

TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE

\$ 25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL

\$ 50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT

1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE

\$ Actual Cost

WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [30 TAC 291.21(K)(2)]

GRINDER PUMP INSPECTION FEE

\$ 25.00

THIS FEE WILL BE CHARGED IF A CUSTOMER REQUESTS CORIX TO INSPECT THEIR GRINDER PUMP. THIS FEE DOES NOT IMPLY THAT ANY REPAIRS OR MAINTANCE WILL BE COMPLETED BY CORIX. ALL REPAIRS, MAINTANCE AND REPLACEMENT OF GRINDERS PUMPS IS THE RESPONSIBILITY OF THE CUSTOMER.

Corix Utilities (Texas) Inc.

Sewer Tariff

(Utility Name)

SECTION 1.0 – RATE SCHEDULE (Continued)

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES
WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

APPLICATION FEE

\$ 40.00

THIS FEE IS DUE AT THE TIME SEWER SERVICE IS REQUESTED

EQUIPMENT DAMAGE FEE

\$ See below

IF CORIX'S FACILITIES OR EQUIPMENT HAVE BEEN DAMAGED DUE TO TAMPERING, NEGLIGENCE, OR
UNAUTHORIZED USE OF CORIX'S EQUIPMENT, RIGHT-OF-WAY, OR METER SHUT-OFF VALVE, OR DUE TO
OTHER ACTS FOR WHICH CORIX INCURS LOSSES OR DAMAGES, THE CUSTOMER SHALL BE LIABLE FOR A
FEE OF \$50.00 OR THE ACTUAL COSTS FOR ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR
REPAIR, REPLACEMENT, OR OTHER CORRECTIVE ACTIONS BY CORIX, WHICHEVER IS GREATER. THIS FEE
SHALL BE CHARGED AND PAID BEFORE SERVICE IS RE-ESTABLISHED.

Please refer to the following pages to view:

- **Section 2** (Service Policy - Sewer)

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES

The utility will have the most current Texas Commission on Environmental Quality Rules, Chapter 291, Water Utility Regulation, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Sewer Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the TCEQ Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with TCEQ Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

(Utility Name)

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the residential customer's deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property (ies) is located.

Fees in addition to the regular tap fee may be charged to cover unique costs not normally incurred as permitted by 30 T. A. C. 291.86(a)(1)(C) if they are listed on this approved tariff. For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap and utility cut-off and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the tap location to the place of consumption. Customers will not be allowed to use the utility's cutoff.

It is the customer's responsibility to properly maintain any grinder pumps located on their property. Corix will not be responsible for any maintenance, repair, or replacement costs associated with grinder pumps. Corix may levy a fee to inspect a grinder pump at the customer's request.

2.06 Access to Customer's Premises

All customers or service applicants shall provide access to utility cutoffs at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.07 - Back Flow Prevention Devices

No water connection shall be made to any establishment where an actual or potential contamination or system hazard exists without an approved air gap or mechanical backflow prevention assembly. The air gap or backflow prevention assembly shall be installed in accordance with the American Water Works Association (AWWA) standards C510, C511 and AWWA Manual M14 or the University Of Southern California Manual Of Cross-Connection Control, current edition. The backflow assembly installation by a licensed plumber shall occur at the customer's expense.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

The back flow assembly shall be tested upon installation by a recognized prevention assembly tester and certified to be operating within specifications. Back flow prevention assemblies which are installed to provide protection against high health hazards must be tested and certified to be operating within specifications at least annually by a recognized back flow prevention device tester. The maintenance and testing of the back flow assembly shall occur at the customer's expense.

Section 2.10 - Billing**(A) Regular Billing**

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the TCEQ Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the TCEQ Rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the TCEQ Rules.

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 24 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain and operate production, treatment, storage, transmission, and collection facilities of sufficient size and capacity to provide continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge effluent of the quality required by its discharge permit issued by the Commission. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the TCEQ Rules.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Commission on Environmental Quality complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

Please refer to the following pages to view:

- **Section 3** (Extension Policy - Sewer)

SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES: NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The Utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with TCEQ rules and policies, and upon extension of the Utility's certified service area boundaries by the TCEQ.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with TCEQ rules and policies, and upon extension of the Utility's certificated service area boundaries by the TCEQ.

SECTION 3.0 -- EXTENSION POLICY (Continued)

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Unless an exception is granted by the TCEQ's Executive Director, the residential service applicant shall not be required to pay for costs of main extensions greater than 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ Executive Director if

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

Applicants may be subject to a Service Availability Review Fee, Engineering Review Fee and a Project Administration, Review & Inspection Fee for projects associated with extending service to Customers if deemed appropriate by the Utility. All such fees shall be charged based upon the cost incurred by the Utility.

The utility will bear the incremental cost of any over-sizing of sewer mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Commission on Environmental Quality minimum design criteria for facilities used in the production, collection, transmission, pumping, or treatment of sewage or Texas Commission on Environmental Quality minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 30 TAC 291.86(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the Texas Commission on Environmental Quality minimum design criteria. As provided by 30 T.A.C. 291.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, TCEQ rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the TCEQ for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, TCEQ rules and/or TCEQ order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by TCEQ rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The TCEQ service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by TCEQ rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by TCEQ rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

Please refer to the following pages to view:

- [Appendix A](#) - Application For Service Form
- [Appendix B](#) – Blank Application Form

APPENDIX A -- SAMPLE SERVICE AGREEMENT
From 30 TAC Chapter 290.47(b), Appendix B

SERVICE AGREEMENT

- I. PURPOSE. The NAME OF SEWER SYSTEM is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the NAME OF SEWER SYSTEM will begin service. In addition, when service to an existing connection has been suspended or terminated, the sewer system will not re-establish service unless it has a signed copy of this agreement.
- II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. SERVICE AGREEMENT. The following are the terms of the service agreement between the NAME OF SEWER SYSTEM (the Sewer System) and NAME OF CUSTOMER (the Customer).
- A. The Sewer System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Sewer System.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Sewer System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Sewer System's normal business hours.
 - C. The Sewer System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Sewer System. Copies of all testing and maintenance records shall be provided to the Sewer System.
- IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Sewer System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE

DATE

APPENDIX B -- APPLICATION FOR SERVICE
(Utility Must Attach Blank Copy)



WATER/WASTEWATER UTILITY APPLICATION

Corix Utilities (Texas) Inc.
6836 Bee Caves Road, Ste. 209
Austin, TX 78746
Tel: 877-718-4396 Fax: 512-306-4009

Date: _____

Name of applicant: _____

Mailing address: _____
Street or PO Box City State Zip

Home phone: () _____ Social Security #XXX-XX-_____

Work phone: () _____ Cell phone: () _____

E-mail: _____

Name of authorized person to make changes to the account: _____

Address of requested service: _____
Street City State Zip

County: Subdivision: Block: Lot:

Services Requested

- ☐ water at existing location
☐ wastewater at existing location
 ☐ with grinder pump
 ☐ supplemental agreement executed
☐ water at a new location
☐ wastewater at a new location
 ☐ with grinder pump
 ☐ supplemental agreement executed
☐ temporary service – Fire Hydrant Meter
☐ extension of service unserved area Landlord Account: ☐ Yes ☐ No

Applicant is

- ☐ owner
☐ renter/leasee

Meter Size

- ☐ 5/8"
☐ 3/4"
☐ 1"
☐ ---

Type of Customer

- ☐ Residential
☐ Commercial
☐ Multi-Unit

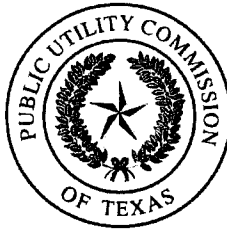
Approximate date service is needed:

Are you or any person authorized on this account 60 or older? (Please provide verification for age status)

___ Yes ___ No

I acknowledge by signing this agreement that upon accepting service I will be subject to the terms and conditions of retail water and/or wastewater service as contained in the Rate Schedule. I further acknowledge and agree that the terms and conditions of retail water and/or wastewater service contained in the Rate Schedule shall constitute a contract between CORIX and me and may be enforced as such.

Signature _____ Date _____



House Bill (HB) 1600 and Senate Bill (SB) 567 83rd Legislature, Regular Session, transferred the functions and records relating to the economic regulation of water and sewer utilities from the TCEQ to the PUC effective September 1, 2014.

Central Records Personally Identifiable Information Audit

NOTICE OF REDACTION

Documents containing Personally Identifiable Information* have been redacted from electronic posting, in accordance with Texas privacy statutes.

*"Personally Identifiable Information" (PII) is defined to include information that alone or in conjunction with other information identifies an individual, including an individual's: Social security or employer taxpayer identification number, driver's license number, government-issued identification card number, or passport numbers, checking and savings account numbers, credit card numbers, debit card numbers, unique electronic identification number, address, or routing code, electronic mail names or addresses, internet account numbers, or internet identification names, digital signatures, unique biometric data, and mother's maiden name, marriage and any other numbers or information used to access an individual's financial account.

EXHIBIT K.1: SYSTEM SPECIFIC TECHNICAL DATA

Please refer to the following page for Exhibit K.1.

SPECIFIC TECHNICAL DATA (CAMP SWIFT WASTEWATER) DATA

17. A. For Water Systems. TCEQ Public Water System Identification Number: _____

Date of last inspection: _____

B. For Wastewater Systems:

-TCEQ Discharge Permit Number: W Q 1 3 5 4 8 - 0 0 1

-Name of Permittee: Lower Colorado River Authority

-Date of application to transfer Discharge Permit submitted: _____

-Date of application to transfer Discharge Permit approved by TCEQ: _____

18. A. Are any improvements required to meet TCEQ standards? X Yes. If yes, please explain No

Repairs are being made to the existing membrane plant. We are currently exceeding the flow through the lagoon treatment system at the plant.

B. Is there a moratorium on new connections? Yes. If yes, please explain X No

C. Provide details of each required major capital improvement to correct the deficiencies and meet the TCEQ standards (attach additional sheets if necessary):

Description of the Required Improvement	Schedule to Complete	Estimated Cost
New membranes have been purchased and modifications are being made to the piping and the influent intake.	January 2013	\$550,000.00

19 Does the system being transferred operate within the city limits of a municipality or within district boundaries? Yes X No

If yes, indicate the number of customers within the city limits or district boundaries:

 Water Sewer

Attach copy of franchise agreement or consent letter from the city or district.

20. Do you currently purchase water or sewer treatment capacity from another source? Yes ☒ No ☐

☐ Water ☐ Sewer Purchased on a ☒ Regular ☐ Seasonal ☐ Emergency Basis

• Source: _____ % of total supply: _____

21. List the number of existing connections to be effected by this transaction.

Water				Sewer	
	-Non Metered		-2" meter	-Residential Connection	252
	-5/8" or 3/4" meter		-3" meter	-Commercial Connection	6
	-1" meter		-4" meter	-Industrial Connection	
	-1 1/2" meter		-Other	-Other	
Total Water Connections:				Total Sewer Connections	258

22. Has the system reached 85% of its capacity based on TCEQ's minimum requirements?

☒ Yes ☐ No

If yes, please explain what steps are being taken to address the capacity issues:

The membrane plant is being repaired to be put back into operation.

EXHIBIT K.2: INSPECTION REPORT (WASTEWATER)

Please refer the following page for Exhibit K.2

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



ORIGINAL

CSR
1002.04
PERM

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 24, 2010

CERTIFIED MAIL 91 7108 2133 3935 2076 6208
RETURN RECEIPT REQUESTED

Mr. Gloria Broussard, Senior Environmental Coordinator
Lower Colorado River Authority
P.O. Box 220
Austin, TX 78767

Re: Notice of Violation for the Comprehensive Compliance Investigation at:
Camp Swift Regional Wastewater Treatment Plant (WWTP), 101 Cool Water Drive, Bastrop
(Bastrop County), Texas
Regulated Entity No. 101018240; TPDES Permit No. WQ0013548-001; EPA ID TX00012534

Dear Ms. Broussard:

On January 22, 2010, Ms. Shea Cockrell of the Texas Commission on Environmental Quality (TCEQ) Austin Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for wastewater treatment. Enclosed is a summary which lists the investigation findings. During the investigation, some concerns were noted which were alleged noncompliances that have been resolved. Based on the information you have provided, the TCEQ has adequate documentation to resolve the alleged violations. Therefore, no further action is required. However, please note that self-reported violations may be subject to enforcement, including penalties, upon review by the Enforcement Division.

In the listing of alleged violations, we have cited applicable requirements, including TCEQ rules. If you would like to obtain a copy of the applicable TCEQ rules, you may contact any of the sources listed in the enclosed brochure entitled "Obtaining TCEQ Rules."

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. We anticipate that you will resolve the alleged violations as required in order to protect the State's environment. If you have additional information that we are unaware of, you have the opportunity to contest the violation(s) documented in this notice. Should you choose to do so, you must notify the Austin Region Office within 10 days from the date of this letter. At that time, I will schedule a violation review meeting to be conducted within 21 days from the date of this letter. However, please be advised that if you decide to participate in the violation review process, the TCEQ may still require you to adhere to the compliance schedule included in the attached Summary of Investigation Findings until an official decision is made regarding the status of any or all of the contested violations.

REPLY TO: REGION 11 • 2800 S. INTERSTATE HWY. 35, STE. 100 • AUSTIN, TEXAS 78704-5700 • 512-339-2929 • FAX 512-339-3795

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

Ms. Gloria Broussard
February 24, 2010
Page 2

If you or members of your staff have any questions, please feel free to contact Ms. Cockrell in the Austin Region Office at (512) 339-2929.

Sincerely,



Herschel E. Janus
PWS Work Leader
Austin Region Office

HEJ/sc

Enclosures: *Summary of Investigation Findings*
 Obtaining TCEQ Rules

Summary of Investigation Findings

CAMP SWIFT REGIONAL WASTEWATER TREATMENT PLANT

Investigation # 792747

Investigation Date: 01/22/2010

, BASTROP COUNTY,

Additional ID(s): TPDES0125334
TX0125334
WQ0013548001

ALLEGED VIOLATION(S) NOTED AND RESOLVED ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 388221

30 TAC Chapter 305.125(4)

TWC Chapter 26.121

PERMIT WQ0013548001, Permit Conditions, Pg. 7, No. 2(g)

Alleged Violation:

Investigation: 792747

Comment Date: 2/22/2010

Failure to prevent the unauthorized discharge of wastewater into or adjacent to waters of the state. The following sanitary sewer overflows (SSO's) were noted during the past 18 months:

June 25, 2008: Force-main on Green Valley Road, 15 gallons, broken main

July 18, 2008: Force-main on Green Valley Road, 200 gallons, broken main

Sept. 16, 2008: Overflow from membrane plant, 123,000 gallons, equipment malfunction

February 10, 2009: Overflow from Lift Station No. 2, 200 gallons, I/I from private clean-out

August 6, 2009: Force-main on Hwy 95 at FM 2336, 30,000 gallons, broken main

Recommended Corrective Action: There shall be no unauthorized discharge of wastewater or any other waste into or adjacent to waters of the state.

Resolution: In each case, the permittee has submitted documentation showing that the discharges were properly addressed. The force mains have been replaced, manholes have been repaired, and high level floats were installed in the membrane plant to prevent future discharges.

Track No: 388227

30 TAC Chapter 305.125(1)

PERMIT WQ0013548001, Effluent Limitations, Pg. 2a, No. 1

Alleged Violation:

Investigation: 792747

Comment Date: 2/22/2010

Failure to comply with the permitted effluent limitations. Specifically, the Ammonia-Nitrogen daily average concentration during the month of April 2009 exceeded the permitted limit of 2.0 mg/l.

Recommended Corrective Action: The daily average ammonia-nitrogen concentration shall not exceed 2.0 mg/l.

Resolution: According to the operators, the ammonia-nitrogen exceedance occurred just two months after new membrane reactor plant was placed in operation. The operators were still learning the appropriate operations for the plant at that time. Since then, the operators collect and analyze ammonia-nitrogen samples on-site for process controls, and no further effluent violations have occurred.

ADDITIONAL ISSUES

Description

Additional Comments

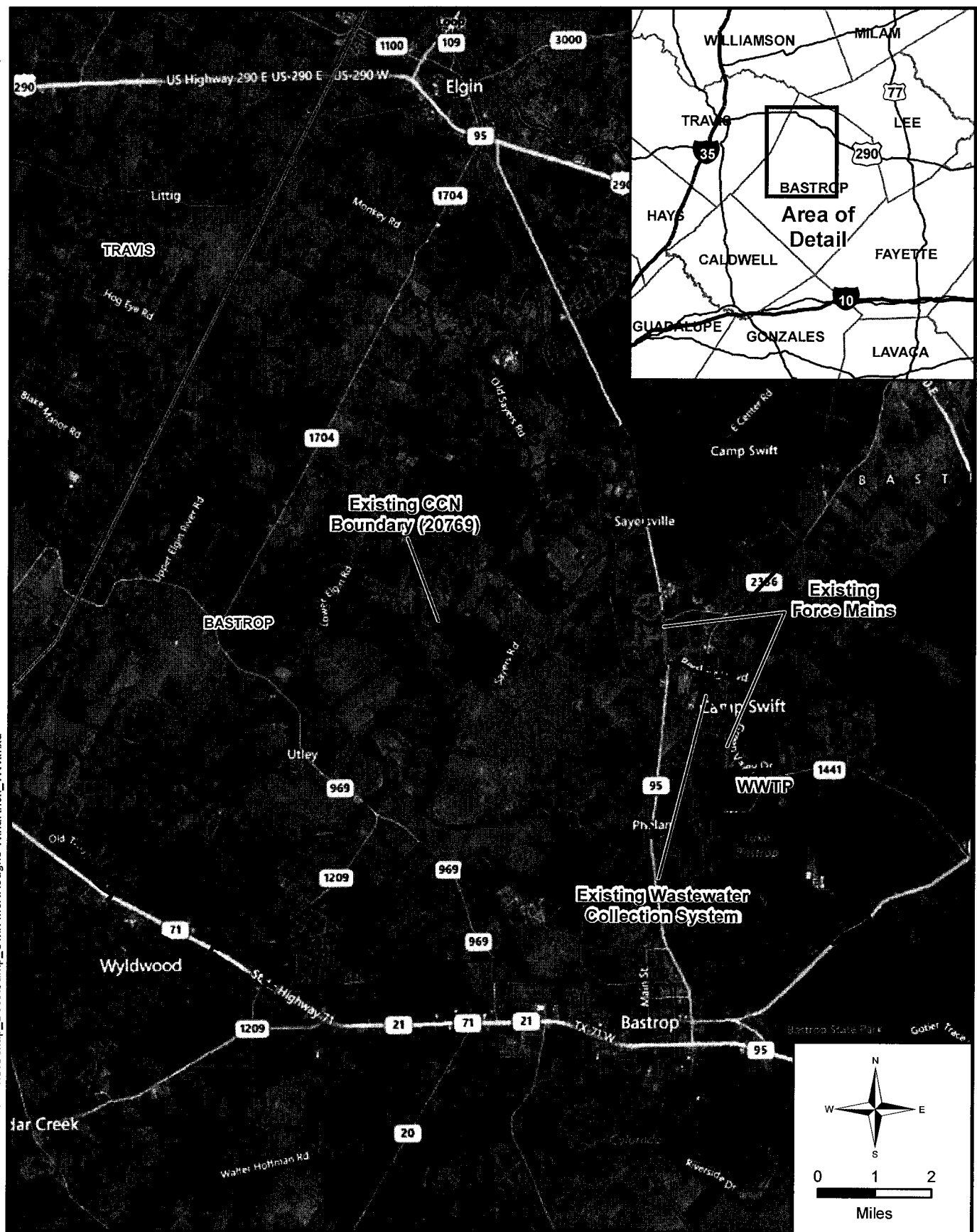
Are effluent loadings calculated correctly?

During a review of the laboratory data and self-reported effluent reports, it was noted that the operator had mistakenly used the flow from the day following the sample collection for the loading calculations during the months of July and September 2009. The investigator advised the operator to review all reports for the past twelve months and make changes where appropriate, then re-submit the Discharge Monitoring Reports.

EXHIBIT L: SYSTEM SPECIFIC MAPS

Please refer to the following pages for Exhibit L.

To view the GIS Maps, please refer to the attached CDrom (inside front cover).



Question 24 - Attachment 1
Camp Swift - Wastewater CCN Boundary

EXHIBIT M: NOTICE TO CUSTOMERS (FORMS A-B)

Please refer to the following page for Customer Notices, including:

- Form A: Notice to Current Customers, Neighboring Systems, and Cities
- Form B: Notice to Current Customers, Neighboring Systems, Landowners and Cities

CUSTOMER NOTICES (CAMP SWIFT)**FORM A**

Camp Swift Wastewater System

Application No. (# to be assigned)

Notice to Current Customers, Neighboring Systems, and Cities

THE LOWER COLORADO RIVER AUTHORITY'S NOTICE OF INTENT TO SELL FACILITIES AND TRANSFER CERTIFICATE OF CONVENIENCE AND NECESSITY (new CCN # to be assigned) TO CORIX UTILITIES (TEXAS) INC. IN BASTROP COUNTY, TEXAS.

To: (Neighboring System)
(System Address)
(City), Texas (Zip)

Date Notice Mailed: _____, 2013

The Lower Colorado River Authority, P.O. Box 220, Austin, Texas 78767-0220 has submitted an application with the Texas Commission on Environmental Quality to sell facilities and transfer wastewater CCN No. (# to be assigned) in Bastrop County, Texas to Corix Utilities (Texas) Inc., 6836 Bee Caves Road, Suite 209, Austin, Texas 78746.

The sale is scheduled to take place as approved by the Executive Director (V.T.C.A, Water Code §13.301). The transaction and the proposed service area include the following subdivisions and zip codes:

Subdivisions: Camp Swift Ranches, Green Valley, Hackberry Hollow, Lake Bastrop Acres, Lake Bastrop Club, Lake Bastrop Estates Place 1, Silent Valley

Zip Codes: 78602, 78612, 78621 and 78650

The area subject to this transaction is located approximately 6 miles north of downtown Bastrop, Texas, and is generally bounded on the north by Scott Falls Road; on the east by Porter Road; on the south by State Highway 71; and on the west by Colorado Drive.

The total area being requested includes approximately 36,858 acres and currently serves 258 wastewater customers.

This transaction will have the following effect on the current customer's rates and services: Corix proposes to adopt the existing rates currently charged by LCRA and maintain those rates for a 12-month period following our acquisition of the utilities. During this 12 month period, Corix will undertake detailed cost of service studies. After the 12 month period and based on the results of the cost of service studies, Corix will be better able to determine any required rate adjustments.

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing, you must:

1. state your name, mailing address, and daytime telephone number;
2. state the applicant's name, application number, or other recognizable reference to this application;
3. include the statement "I/we request a public hearing";
4. write a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and
5. state your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Executive Director will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Executive Director may issue the CCN 30 days after the publication of this notice.

Persons who wish to protest or request a hearing on this application should write the:

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section, MC-153
P.O. Box 13087, Austin, Texas 78711-3087

Se desea informacion on Espanol, puede llamar al 512-239-0200

Darrin Barker, Operations Manager
Utility Representative

Corix Utilities (Texas) Inc.
Utility Name

FORM BApplication No. (App #)***Notice to Current Customers, Neighboring Systems, Landowner and Cities***

LOWER COLORADO RIVER AUTHORITY'S NOTICE OF INTENT TO SELL FACILITIES TO CORIX UTILITIES, TEXAS AND FOR CORIX TO OBTAIN OR AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) IN (COUNTY NAME) COUNTY, TEXAS.

To: (Neighboring System)
(System Address)
(City), Texas (Zip)

Date Notice Mailed: _____, 2013

Lower Colorado River Authority, P.O. Box 220, Austin, Texas 78767-0220 has submitted an application with the Texas Commission on Environmental Quality to sell (System Type) Facilities in (County Name) County to:

Corix Utilities (Texas) Inc, Suite 209, 6836 Bee Caves Road, Austin, Texas 78746

The transferee has also requested to obtain/amend a CCN in this application. The sale is scheduled to take place as approved by the Executive Director (V.T.C.A, Water Code §13.301). The transaction and the proposed service area include the following subdivision(s) and zip codes:

(Subdivision list)
(Zipcode list)

The area subject to this transaction is located approximately (Distance) miles (Direction) of downtown (CityName), Texas, and is generally bounded on the north by _____; on the east by _____; on the south by _____; and on the west by _____.

The total area being requested includes approximately (Service Area) acres and serves (Customer Number) current customers.

This transaction will have the following effect on the current customer's rates and services

_____.

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing, you must:

1. state your name, mailing address, and daytime telephone number;
2. state the applicant's name, application number, or other recognizable reference to this application;
3. include the statement "I/we request a public hearing";
4. write a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and
5. state your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Executive Director will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Executive Director may issue the CCN 30 days after the publication of this notice.

Persons who wish to protest or request a hearing on this application should write the:

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section, MC-153
P.O. Box 13087, Austin, Texas 78711-3087

Se desea informacion on Espanol, puede llamar al 512-239-0200

Darrin Barker, Operations Manager
Utility Representative

Corix Utilities (Texas) Inc.
Utility Name

EXHIBIT N: OATH OF SELLER

Please refer to the following page for Exhibit N.

EXHIBIT N
OATH FOR SELLER OR FORMER SERVICE PROVIDER

STATE OF TEXAS

COUNTY OF TRAVIS

I, Rebecca S. Motal, being duly sworn, file this application for sale, lease, rental or merger or consolidation as General Manager (indicate relationship to applicant) that is, owner, member of partnership, title as officer of corporation, or other authorized representative of applicant; that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have provided to the purchaser or transferee a written disclosure statement about any contributed property as required under Section 13.301(j) and copies of any outstanding Orders of the Commission or Attorney General and have also complied with the notice requirements in Section 13.301(k) of the Water Code.

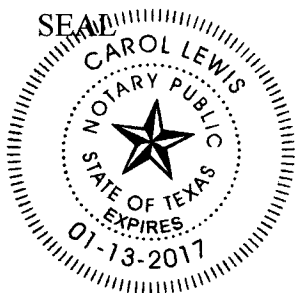


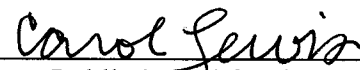
AFFIANT (Utility's Authorized Representative)



If the Affiant to this form is any person other than the sole owner, partner, officer of the applicant or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State and County above-named, this 5th day of March, 2013.





Notary Public in and for the State of Texas

Carol Lewis

Print Name of Notary
My Commission Expires: 1/13/17

One copy of this page must be submitted for each utility involved in this transaction.

Camp Swift Wastewater System

EXHIBIT O: OATH OF PURCHASER

Please refer to the following page for Exhibit O, including Certificate of Incumbency.

Exhibit O – Oath of Purchaser

OATH FOR PURCHASER OR ACQUIRING ENTITY

STATE OF Texas

COUNTY OF Travis

I, EDWARD YANOSHITA, being duly sworn, file this application for

sale, lease, rental or merger or consolidation as GENERAL MANAGER
(indicate relationship to applicant) that is, owner, member of partnership, title as officer of corporation, or other authorized representative of applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I am also authorized and do agree to be bound by and comply with any outstanding orders of the Commission or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.



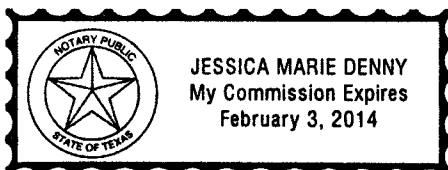
AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

Applicant represents that all other parties to this transaction have been furnished copies of this completed application.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas, day 14 of NOV, 20 12.

SEAL





NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES 2/3/2014

CORIX UTILITIES (TEXAS) INC.

INCUMBENCY CERTIFICATE

I, HAMISH CUMMING, HEREBY CERTIFY THAT:

1. I am the duly appointed Corporate Secretary of Corix Utilities (Texas) Inc. (the "Corporation"), a corporation organized under the laws of Delaware, and as such have access to its corporate records and am familiar with the matters herein certified.
2. Edward Yanoshita, General Manager of the Corporation, has authority to file the application on behalf of the Corporation with the Texas Commission on Environmental Quality and in connection therewith to swear the Oath of Purchaser for the Corporation.

IN WITNESS WHEREOF I have set my hand in the name and on behalf of the Corporation effective this 1st day of November, 2012.



Corporate Secretary