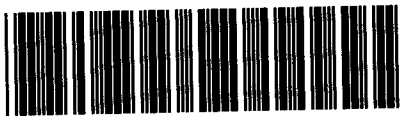

Control Number: 43990

Item Number: 11

Addendum StartPage: 0

43990

SOAH DOCKET NO. 582-06-0425
TCEQ DOCKET NO. 2005-1516-UCR

IN THE MATTER OF	§	**BEFORE THE COMMISSION**
APPLICATION OF TAPATIO SPRINGS	§	
SERVICE COMPANY, INC.,	§	**TEXAS COMMISSION ON**
TO AMEND CERTIFICATES	§	
OF CONVENIENCE AND NECESSITY	§	
NOS. 12122 AND 20698 IN KENDALL	§	**ENVIRONMENTAL QUALITY**
COUNTY, TEXAS	§	

RATEPAYERS', REPRESENTED BY MS. MARTIN, AMENDED MOTION FOR REHEARING

TO THE HONORABLE COMMISSION:

COMES NOW, the RATEPAYERS represented through and by the undersigned attorney, ELIZABETH R. MARTIN, to file the following Motion for Rehearing for the Order issued April 2, 2007 as signed by Kathleen Hartnett White, Chairman TCEQ and mailed on May 2, 2007. This motion is filed pursuant to TEXAS GOVERNMENT CODE, TEXAS ADMINISTRATIVE CODE AND TCEQ requirements. In support of said motion the Ratepayers urge the Commission to consider the previously filed exceptions and shows the following:

VIOLATION OF APA RULES

The TEXAS GOV'T. CODE § 2001.052 requires that the Notice of Hearing reference the particular section of statutes and rules involved in a contested case. It also requires a statement of legal authority. This was not done in this case and the subsequent findings reference particular statutory sections relied on thus prejudicing the proceedings against the Ratepayers. Proper notice would have allowed cross examination and possible witness testimony on the particular sections of

the statutes and rules. These very rules and statutes are now quoted by the Agency. The Notice was deficient.

STANDARDS

The Texas Administrative Code RULE §80.17(a) provides that the Applicant is required to carry "[t]he burden of proof .... by a preponderance of the evidence" in requesting an expansion of Certificate of Convenience and Necessity (CCN).

FINDING OF FACTS

The Ratepayers argue that the following Facts are incorrect and request the TCEQ correct the errors.

4. The NSS Agreement, largely relied on by the TCEQ and ALJ, referred to a legal description describing the land covered by the cited NSS Agreement. No legal description was attached to the NSS Agreement submitted to the TCEQ to show what land was covered by said agreement. Ratepayers pointed this out to the ALJ and the TCEQ in its arguments. Without a legal description as called for in the contract, as Ratepayers have pointed out, the area over which the contract applies is still in question.

Furthermore, part of the service area shown by TCEQ maps is within the extraterritorial jurisdiction of Boerne, Texas as shown on its city maps and TCEQ maps.

5. The general boundary description is wrong as shown by Kendall County Maps and the TCEQ maps.

8. The property is not held in title by CDS International, Inc.

10. CDS is allowed to unilaterally withdraw from the NSS Agreement.

11. This fact is in direct conflict with the TCEQ Regulations which require a CCN holder to

provide service for anyone requesting such within their CCN area.

12. This is an unusual contract allowing for unilateral withdrawal by the entity providing the financial ability.

20. The Applicant provided no subdivision plats, development projects, or any other evidence to support this finding.

22. Again, the Applicant provided no subdivision plats, development projects, or any other evidence to support this finding.

27. Direct testimony from the Applicant's management and witnesses clearly contradict this finding. Only the supplemental water contract from GBRA is to be used on the expansion area.

29. If CDS withdraws, as allowed in the contract, it has no obligation to pay this charge.

30. Again, if CDS withdraws, as allowed in the contract, it has no obligation to pay this charge.

31. Again, if CDS withdraws, as allowed in the contract, it has no obligation to pay this charge.

32. Applicant shows in its financial statements that it has not been collecting revenue from affiliated companies. If it were to properly collect the fees no additional rate increase would be required.

34. TCEQ ignores the past financial history of the Applicant and the actual contract. This is not a finding of fact but speculation.

37. TCEQ ignores the documents filed by the Applicant showing that 1,020 acre feet of water cannot be harvested in Kendall County as shown by the Texas Water Development Board. Furthermore, TCEQ ignores that Cow Creek Groundwater District, as registered with the TCEQ, has not granted any permit for groundwater drilling or production for this project.

. Kendall County is designated by the TCEQ as being in an area with critical groundwater problems. Priority Groundwater Management Areas (PGMA) are delineated and designated by the TCEQ.[1] The study was commenced April 7, 1987 and the Hill Country Priority Groundwater Management Area was established on June 6, 1990.[2]

Chap 36 of the Tex Water Code requires the groundwater districts within the PGMA to implement management plans for effective management of the groundwater resources and enforced by the TCEQ. But then the Executive Director's staff ignores the impact of certifying a water supply company which will drain at least 1020 acre feet from the Kendall groundwater supply.[3] The applicant submitted a Water Supply Analysis indicating that it would pump 1020 acre feet of groundwater in a PGMA but the TCEQ did not verify or follow up on this representation.[4] Mr. Adhikari, TCEQ's expert, was aware that the proposed water/sewer system was in Kendall County but did not know the county is in a PGMA. [5] When asked about pumping from a PGMA, Mr. Adhikari that he had no idea what regulation applied in the county.[6] Mr. Adhikari did not consider this in reviewing the applicant's water supply.[7] However the information is critical to approval of this project.

The Texas Water Development Board, South Central Texas Region, responsible for determining the groundwater availability for Kendall County, established that the total county supply

---

[1] Priority Groundwater Management Areas and Groundwater Conservation Districts, Report to 79th Legislature; TCEQ, January 2005, p. 9.
[2] Id.
[3] TEXAS WATER CODE, CHAP. 36; Tr. 134 – 135.
[4] Tr. 135-136, (Mr. Adhikari, TCEQ, testifying that he did not know if the applicant could pump the amount of water but it was his responsibility to determine if the utility company had an adequate water supply.).
[5] Tr. 135 -136.
[6] Tr. 135.
[7] Tr. 135.

of groundwater is only 4,591 acre feet of water.[8] By approving this CCN the TCEQ is substantiating applicant's claim that they can use more than 22% of the total groundwater in the county with less than 1.2% of the total acreage of the county.[9] Additionally, the TCEQ is not taking into consideration the amount of groundwater already allocated within the county which is estimated to be 3,504.[10] Thus the 1,020 ac ft of water projected to be pumped will take almost all of the water still available for Kendall County's allocation. Then taking into consideration the additional groundwater needed for peaking, there will be an extreme deficit created in the groundwater supply in Kendall County.[11]

Therefore by approving this CCN, the TCEQ is setting a dangerous precedent whereby it is verifying the availability of the groundwater for this 5,000 acres. Approval of this CCN presents grounds whereby the water company and developer can challenge the rules and findings of the Groundwater District. This is an obvious and real concern as evidenced by the offer of proof at P-6 which is a letter of the Groundwater District to the TCEQ stating their concern with the precedent of the CCN approval.[12] If the TCEQ approves this application, it is effectively ignoring the situation in Kendall County to the detriment of its water district and its citizens.

This impact on the customers in the Applicant's service area is dire. The current customers have been on drought restrictions regularly, including being on Stage 3 drought restrictions since June 2006.[13] If the TCEQ approves this application the demand on the groundwater resources will

[8] Ex. A-1, subex, 2, 4-75, Table 4-14, Total Kendall County Supply.
[9] Calculation [1020 ac ft divided by 4591 ac ft = +22%]; [5,000 ac divided by 424,320 ac = 1.2%].
[10] Ex. A-1, subex, 2, 4-77, Table 4-14, Total Kendall County Allocated.
[11] PFD 11-12.
[12] P-6.
[13] P-2; P-3; Tr. 29.

jeopardize the current customers' water supply as well as the groundwater users throughout Kendall County.

The proposed project is in the Hill Country PGMA and the proposed amount of water to be extracted exceeds the Texas Water Development Board's estimate of unallocated water.

40. Applicant's proposed extensive mining of Kendall County's groundwater is in direct conflict with the 2006 Regional Water Plan which shows that this project's estimated withdrawal is more than the Hill Country PGMA can withstand.

41. TCEQ finds that the adequate water for this project is not available.

42. The existing wells serving the current customers are threatened by the increased demand created by the larger area and the water supply will be spread over a larger number of users. The water supply will decrease. Additionally, TCEQ is finding that the NSS Agreement trumps the Texas Water Code which requires the CCN holder to provide adequate and continuous service for an area.

43, 44, 45. If CDS sells any part of the 5,000 acres the subsequent owners may request service without supplying the water or financial backing.

46. As established by the ALJ, the existing customers whose revenues have been paying for the original 500 ac.-ft. from GBRA will lose all benefit of having paid for that water reservation. These customers were promised the water shortages would be cured by this GBRA water.

47. There is no credible evidence in the record to support this fact.

48. The contract states the Applicant will provide service, water and sewer, to 1,700 connections.

49. If CDS sells any part of the 5,000 acres the subsequent owners may request service without

supplying the water or financial backing.

50, 51. Applicant lied to the SOAH about additional GBRA commitments as proven by sworn affidavits. The Ratepayers established this despite the TCEQ being the entity charged with the duty. By perpetuating this lie, TCEQ is endorsing perjury and encouraging all applicants to lie. These facts are absolutely false.

52. Applicant is on drought restrictions more than any other utility in Kendall County and has experienced unequalled losses of groundwater as evidence by TCEQ's records filed by Applicant.

54. No evidence was presented on this issue. ALJ sua sponte included this with no notification of evidence or official notice.

57. The evidence in the record establishes this is not true.

58, 59. This fact is assumed from testimony from a witness that lied in his prefiled testimony and at the hearing. No supporting evidence was presented.

60, 61. This income and/or fees were not shown by the Applicant's financial statements.

64. There are no cost estimates in evidence of the cost of construction of said line. There is no requirement that CDS pay the amount until it decides whether to abandon the contract.

66. As shown in the NSS Agreement, CDS is only responsible for designing the pipeline on the 5,000 acres not the transmission pipeline from the GBRA connection point to Applicant's CCN area.

68. The delay in building the pipeline has been the refusal of Applicant to properly charge affiliated companies for water used and connections. The Applicant additionally incurred a substantial debt for which it has been paying over $50,000 annually in interest while the retained earnings due to payments to stockholders has risen to over $1.2 million. The delay in building the pipeline has been due to ruinous financial and managerial capability.

70. This fact is assumed from testimony from a witness that lied in his prefiled testimony and at the hearing. No supporting evidence was presented. If a major leak was the source of the water loss, how could Applicant lose over 17 million gallons in one location without noticing how wet the area was? This is not plausible.

72, 75. The TCEQ records show significantly more drought restrictions for Applicant as compared to other Kendall County utilities.

76. Applicant's ability to serve approximately 200 customers may be adequate, but the Applicant's records show that expanding the CCN area to serve an additional 1,700 connections in addition to the planned 800 connection expansion in its current area is unwarranted.

78. The Applicant had a negative new worth of $616,500.29. By definition in order to have a debt to equity ratio, a company must have positive equity. It is impossible to assign a positive debt to equity ratio for the Applicant.

80. This is speculation.

81. This fact is assumed from testimony from a witness that lied in his prefiled testimony and at the hearing. No supporting evidence was presented. In fact all of the evidence before the ALJ, established exactly the opposite.

82. This fact is assumed from testimony from a witness that lied in his prefiled testimony and at the hearing. No supporting evidence was presented. Additionally, this is not evidence which was allowed in discovery or presented for review by the other parties.

83, 84, 85, 86, 87, 88.

. The Applicant's 2004 with the Annual Report filed with the TCEQ shows that the Applicant made $98,086 before debt. Thus with proper leverage of the company its return would have been

significantly higher. Then Applicant's 2005 Annual Report filed with the TCEQ showed revenues of $333,681 with expenses of $140,480 which results in an income of $193,201 before debt. With the reported interest expense of only $13,337, the 2005 net income is $179,864. Despite the hearing on this matter in June 2006, the TCEQ staff did not require the Applicant to submit it's 2005 year end financial statements to determine the improvement in the financial conditions and the ALJ denied Ratepayers discovery request for these documents. Considering the 2005 Annual Report and the facts that the affiliated companies owed the Applicant revenues, the interest expense is completely out of reason, and the negative retained earnings were payments to stockholders not losses. Based on these additional facts the return on capital is incorrectly calculated.

89. The Applicant has needed additional water since 2002, according the most recent annual reports the construction could be paid for from fees but there has been no meaningful review of the matter as no construction costs were submitted except for oral estimates and the TCEQ staff did not review these estimates.

90. This is an incorrect assumption based on cursory review of one year of unaudited financial statements without any consideration of the annual reports filed by the Applicant or investigation into the financial practices of the Applicant.

91. Based on Applicant's operations it is not financially stable.

92, 93, 94. Again, there is no written document showing how many miles of pipeline, diameter of pipe, cost of easement, trenching costs, etc. are required for the proposed pipeline. As such no real estimate of cost has been determined. Additionally the additional capacity may exceed the contribution of the proposed developer. This cannot be determined as the TCEQ did not require any construction plans or contractor estimates be submitted.

The NSS Agreement allows for the developer to unilaterally opt out of the contract without any recourse.

95. This finding of fact is based on speculation without any support from any evidence. The Applicant did not submit any cashflow projections estimating the income or expenses associated to operating the proposed project. The TCEQ finding is not supported by any worksheet, any projection, or any financial proof. The Applicant should have provided the income and expense projections as requested by the TCEQ staff. This finding is unsupported by evidence in the record.

96. The tariff in the record and in effect at the time of this proceeding does not allow for this requirement.

97. The Applicant did not support these verbal estimates with any specifications, engineer drawings, costs of construction estimates, or any other evidence. The TCEQ records for development of projects this size, 1,700 connections over 5,000 acres, prove that these estimates are unrealistic and controverted by the experience of the TCEQ.

98. The only proof of this fact is an unverified one page letter. The Applicant's burden is not carried by this evidence.

99. There is no proof of this fact in the record of the proceeding.

100. The Applicant failed to provide any specifications, engineer drawings, costs of construction estimates, or any other evidence other than the verbal testimony to prove the cost therefore the financial requirements are unascertained as required.

101. The NSS Agreement allows for the developer to unilaterally opt out of the contract without any recourse. The developer may sell the property and the new owner may require service.

102. The TCEQ has no projection of sales, absorption for the area, no estimates of sales prices, no

estimates of holding periods, no estimates of development costs for the sites, no estimates of holding costs such as real estate taxes, insurance, no risk assumptions, and no other estimates to make a determination of this fact.

105, 106, 107.

The TCEQ arbitrarily determines that events in the future warrant the issuance of a CCN. The record as of the date of the hearing is the required basis for this decision to incorporate the speculation of the Applicant's future tariff requests into the reasoning for the Commission's decision is arbitrary and capricious.

109, 110, 111.

There is no evidence in the record that the $1.5 million is sufficient to build the pipeline, and there is no evidence that the Applicant can supply the additional funds required to build the pipeline. Even the ALJ at the Commissioner's hearing testified as to the tremendous weakness of the Applicant's financial situation. The TCEQ failed to require proper financial documents to determine the real condition of the Applicant. The Applicant was allowed to provide only it's unaudited year end 2004 documents even though the hearing on this matter was held June 2006. Furthermore the ALJ denied the Ratepayers Motion to Compel Tapatio to provide its year end 2005 financial statements and other financial documents. The Applicant is charged with the burden of showing its financial capability but it was not required to show proof and did not provide such proof.

115. The developer could provide service as it is installing all facilities and providing all management to implement the facilities and is providing all the financial funding for the facilities.

116. The problem is not the economics as under the TCEQ assumptions any water system could provide service as the developer is constructing and funding all facilities. Any water company could

serve this area according to the TCEQ findings of fact. The problem will be the water as explained in the Ratepayers Exceptions and Brief.

118, 119.

The testimony of the TCEQ staff establishes that no evaluation was performed to determine what the environmental impact of this project would be. The testimony also proves that over 4,000 acres of this project will be served by SEPTIC SYSTEMS not a central sewer collection system. The Edwards Aquifer is present under this project as shown by TCEQ maps and the Trinity Aquifer as well therefore some evaluation should have been performed by the TCEQ staff as to the impact of a 4,000 acre septic system over the aquifers. Additionally there is no evaluation of the storm water impact due to construction. These findings are arbitrary, and in direct conflict with evidence on the record.

120, 121, 122, 123.

Granting the application will assure that the needed 500 acre feet of water reserved for the current customers will be used for the new development and increase the draw down of the aquifer the current customers depend on. The Applicant's submitted financial statements show affliated companies owe money and these must be paid before any consideration of rate increases. The Applicant has not been required to provide reliable or recent financial statements thus an assumption that the current ratepayers would have to pay for additional costs is unwarranted. The TCEQ should consider where the past revenues have gone and why the company is not more financially responsible. The TCEQ's assumptions are unwarranted and unsupported by the record.

124. This finding of fact is in direct contradiction to the evidence and testimony stating that the developer will independently construct all facilities on the 5,000 acres and that once it is all

completed Tapatio will merely managed the operations of the completely separate development. The only jointly used equipment will be a proposed transmission water line. All the facilities will be new, this is a new stand alone system.

CONCLUSIONS OF LAW

The Ratepayers argue that the following Conclusions of Law are incorrect and request the TCEQ correct the errors.

1,2, 3, 4, 5, 6, 7, 8.

The TCEQ is authorized only to consider amendments under TEXAS WATER CODE §13.254 which does not allow expansion of a utility's service certificate over an area not already under a CCN. The TCEQ is authorized to act on amendments, however the only statute under which legislature has authorized an amendment to a CCN is TEXAS WATER CODE §13.254. As provided in Chapter 13 of the TEXAS WATER CODE, the TCEQ is authorized to amend a certificate of convenience under TEXAS WATER CODE §13.254 only. There is no other grant of an amendment power to Texas Commission on Environmental Quality (TCEQ) but under this section.

TEXAS WATER CODE §13.254 provides that the "commission may revoke or amend any certificate of public convenience and necessity" by written consent of the certificate holder or if it finds that the utility cannot or has not been servicing the area over which it holds the certificate. The legislature gave the TCEQ the authority in §13.254 to reduce the service area or to transfer the area to another utility. Under Chapter 13, the legislature did not give the TCEQ authority to expand a CCN unless the entity to serve the area complied with the certification under TEXAS WATER CODE §13.251 and §13.252.

Procedural requirements in statutes do not expand statutory authority. The Ratepayers disagree that the procedural section controlling CCN compliance process expand the authority of the TCEQ. TEXAS WATER CODE §13.246(a) is the notice requirement in the statute, if an application for either a CCN or an amendment is received, the legislature provides in this section what notice is required and how the notice is to be delivered. Subsequently, §13.246 (b) sets forth the statutory content requirements for an application whether it is for a new CCN which the commission is authorized to grant under §13.241 or for an amendment which the commission is authorized to grant under §13.254. This statute provides the notice and content requirements for application, it does not expand the authority under which the agency is allowed to issue amendments or new certificates. TEXAS WATER CODE §13.246 set out the procedural accompaniments to the authorization statutes of §13.241 (granting certificates) and §13.254 (grounds to amend certificates). Thus TEXAS WATER CODE §13.246 cannot be interpreted to expand the TCEQ authority.

Also, Ratepayers specifically disagree the TCEQ has additional amendment authority because it has for years interpreted Chapter 13 of TEXAS WATER CODE to allow amendment of CCNs other than under §13.254.[14] Only the legislature can delegate to the agency the power to carry out laws and agencies cannot expand their legislative delegated authority by interpretation or practice.[15] The legal determination of whether actual authority it has been granted by the legislature must focus on the provisions and grant of authority found in the TEXAS WATER CODE.

The Applicants have filed for a CCN Amendment. The only provision for amendment of a CCN is TEXAS WATER CODE §13.254. As determined by the ALJ, "no party argues that section applies to

[14] PFD 4.

[15] See in this brief Section II, C. Authority Conveyed to TCEQ by Legislature.

this case."[16] The TCEQ is not authorized to issue an amendment in this case.

22, 23, 24, 25, 26.

These are not supported by Texas Water Code requirements, Texas Administrative Code requirements, the evidence, or TCEQ standards, requirements or practice.

31, 32, 33.

The TCEQ findings of fact and its speculation that even a company with negative financial condition, losing extreme volumes of ground water and in continuous drought conditions would be benefited by this expansion unarguably establishes that any other public utility could feasibly provide service to this area. All other utilities relying on ground water in the Hill Country PGMA will be negatively affected by this expansion. There can be no conclusion of law on the environmental impact of this project as the TCEQ staff did not evaluate environmental impact as established by hearing testimony.

36. This is a stand alone facility to be completely built by the developer as established in the NSS Agreement, the Applicant's testimony and the evidence in the record. There are no customers in the current expansion area, over 1,700 connections are to be built over 5,000 acres. The Applicant's current system is completely dedicated to current and future development within the current CCN area. The Applicant's consultant verified in writing to the TCEQ that none of the existing facilities will be used for the proposed expansion area. This is without a doubt a new stand alone system.

38, 39.

The TCEQ ignores the majority of the evidence presented in this case, fails to follow statutory requirements, codified rules, the agencies own maps, the findings of the Texas Water

[16] PFD 3.

Development Board and arbitrarily approves this CCN.

CONCLUSION

The Ratepayers urge the Commission to rehear this matter as the courts will reverse an agency when it fails to follow the clear, unambiguous language of its own regulations, that is, when its actions are arbitrary and capricious. The Ratepayers find by its findings of fact and conclusions of law that the TCEQ is disregarding the plain language of its rules and the relevant statutes.

PRAYER

For these reasons, Ratepayers ask the Commission to rehear this matter as a denial of the CCN Amendment Application is warranted.

Respectfully submitted,
LAW OFFICE OF ELIZABETH R. MARTIN

By: _____

ELIZABETH R. MARTIN
Texas Bar No. 24027482
P.O. BOX 1764
106 W. BLANCO, STE. 206
BOERNE, TEXAS 78006
Tel. (830)816-8686
Fax. (830)816-8282
Attorney for RATEPAYERS

CERTIFICATE OF SERVICE

I certify that on MAY 23, 2007 a true and correct copy of Ratepayers' Amended Motion for Rehearing was served on the following counsel and parties.

Elizabeth R. Martin

MAILING LIST - TAPATIO SPRINGS SERVICE COMPANY, INC.
SOAH DOCKET NO. 582-06-0425; TCEQ DOCKET NO. 2005-1515-URC

ADMINISTRATIVE LAW JUDGE Fax 1 512 475 4994 & Cert. Mail # 7005 1820 0002 5752 3304	William G. Newchurch Administrative Law Judge State Office of Administrative Hearing P.O. Box 13025 Austin, TX 78711-3025
FOR THE CHIEF CLERK: HAND DELIVERED	LaDonna Castañuela Office of the Chief Clerk, MC-105 Texas Commission on Environmental Quality P.O. Box 13087 Austin, TX 78711-3087
FOR THE APPLICANT: Fax 210 349 0041 & Cert. Mail # 7005 3110 0003 2706 1495	Patrick Lindner Davidson & Troilo, P.C. 7550 IH-10 West, Northwest Center, Ste. 800 San Antonio, TX 78229
Cert. Mail # 7005 1820 0002 5752 3281	Darrell Nichols B&D Environmental, Inc. P.O. Box 90544 Austin, Texas 78709
FOR THE EXECUTIVE DIRECTOR: Fax 1 512 239 0606 & Cert. Mail # 7005 3110 0003 2706 1464	Kathy Humphreys Brown, Staff Attorney Environmental Law Division, MC-173 Texas Commission on Environmental Quality P.O. Box 13087 Austin, TX 78711-3087
Cert. Mail # 7005 1820 0002 5752 3298	Kamal Adhikari, Tech Staff Texas Commission on Environmental Quality Water Supply Division, MC 153 P.O. Box 13087

	Austin, TX 78711-3087
FOR THE PUBLIC INTEREST COUNSEL: Fax 1 512 239 6377 & Cert. Mail # 7005 3110 0003 2706 1501	Garrett Arthur Assistant Public Interest Counsel, MC-103 Texas Commission on Environmental Quality P.O. Box 13087 Austin, TX 78711-3087
FOR OFFICE OF PUBLIC ASSISTANCE Cert. Mail #7005 1820 0002 5752 3311	Bridget Bohac, Director Texas Commission on Environmental Quality Office of Public Assistance MC-108 P.O. Box 13087 Austin, TX 78711-3087
FOR RANGER CREEK HOA: Fax 210 696 9675 & Cert. Mail #7005 3110 0003 2706 1518	Eric Sherer, Attorney at Law 11124 Wurzbach Road, Suite 100 San Antonio, TX 78230-2438
RATEPAYER Hand Delivered	Andrew J. Calvert 108 Jackrabbit Cir. Boerne, Texas 78006-9416
RATEPAYER Hand Delivered	Richard E. Haas 436 Paradise Point Dr. Boerne, Texas 78006-9402
INTERESTED PARTY Cert. Mail #7005 1820 0002 5752 3342	Al & Sandra Hamilton 301 Eagle Dr. Boerne, Texas 78006-9411
I NTERESTED PARTY Cert. Mail #7005 1820 0002 5752 3359	Michael G. Mann Director of Public Works City of Boerne P.O. Box 1677 Boerne, Texas 78006-6677

Law Office of Elizabeth R. Martin
Dienger Building
106 West Blanco, Suite 206
P.O. Box 1764
Boerne, Texas 78006
830 816-8686
830 816-8282 fax

†

May 23, 2007

LaDonna Castañuela
Office of the Chief Clerk, MC-105
Texas Commission on Environmental Quality
State Office of Administrative Hearing
P.O. Box 13087
Austin, TX 78711-3087

Via Hand Delivery

Ref: **SOAH DOCKET NO. 582-06-0425; TCEQ DOCKET NO. 2005-1515-URC**

Dear Ms. Castañuela;

Please find for filing an original and 11 copies of **Ratepayer's Amended Motion for Rehearing** concerning the above referenced matter.

Thanks in advance for your assistance.

Sincerely yours,

Elizabeth R. Martin

erm/dw
cc Mailing List