

Control Number: 45391



Item Number: 35

Addendum StartPage: 0

RECEIVED

2017 SEP 22 AM 10: 53

DOCKET NO. 45391

FILED PUBLIC UTILITY COMMISSION

APPLICATION OF RANCH UTILITIES,	§	PUBLIC UTILITY COMMISSION
L.P. AND EMCAD WATER AND	§	
WASTEWATER, LLC FOR SALE,	§	OF TEXAS
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN PARKER COUNTY	§	

**AMENDED NOTICE OF PROOF THAT TRANSACTION HAS BEEN
CONSUMMATED AND CUSTOMER DEPOSITS HAVE BEEN PROPERLY
ADDRESSED**

Pursuant to Order No. 9 (Item No. 34), Ranch Utilities, L.P. ("Ranch Utilities") and EMCAD Water and Wastewater, LLC (n/k/a Undine Texas Environmental, LLC) ("EMCAD") hereby file this Amended Notice and state the following:

1. Order No. 6 (Item No. 19), issued on June 30, 2016, approved the sale and transfer transaction in the referenced matter and required the applicants to submit, as soon as possible after the effective date of the transaction, but not later than 30 days after the effective date of the transaction, proof to the Commission that the transaction has been consummated and that the customer deposits have been addressed. The applicants were given one year to complete the transaction. Order No. 8 (Item No. 29), issued on June 7, 2017, extended the deadline to submit proof to August 29, 2017. Ranch Utilities submitted proof of the transaction pursuant to Order No. 8 on August 25, 2017 (Item No. 30). Order No. 9 (Item No. 34), issued on September 18, 2017, directed Ranch Utilities to file supplemental documentation of proof of the transaction signed by an EMCAD representative, not later than September 22, 2017. This motion is timely filed.

2. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on August 21, 2017.

35

3. Attached hereto as Exhibit B is an Affidavit of Customer Deposit Transfer evidencing the transfer of the customer deposits from Ranch Utilities to EMCAD August 22, 2017, noting that Attachment 1 to Exhibit B is being submitted under a claim of confidentiality pursuant to 16 Tex. Admin. Code § 22.71(d) to protect personal identifying information relating to customer names and addresses.

4. The parties have therefore submitted all documents or information required by Order No. 6 and Order No. 9. Accordingly, consistent with Order No. 6 and Order No. 9, the parties hereby request that the Commission Staff file a recommendation to approve the sufficiency of the documents.

Respectfully submitted,

DuBois, Bryant & Campbell, LLP

By: 

Peter T. Gregg
State Bar No. 00784174
303 Colorado, Suite 2300
Austin, Texas 78701
pgregg@dbcllp.com
(512) 457-8000
(512) 457-8008 (fax)

Attorneys for Ranch Utilities, L.P.

**EMCAD Water and Wastewater, LLC
(n/k/a Undine Texas Environmental,
LLC)**

By: 

Carey Thomas
Sr. Vice President
10913 Metronome Dr.
Houston, Texas 77043
cthomas@undinellc.com
(713) 574-7760

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document was served on the persons below by U.S. Mail and Email on this the 22 day of September, 2017:

Ashley Nwonuma
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

EXHIBIT A

BILL OF SALE

BILL OF SALE AND ASSIGNMENT

THE STATE OF TEXAS

COUNTY OF PARKER

§
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 27, 2015, by and between Ranch Utilities, LP, a Texas limited partnership ("Grantor"), and Undine Environmental, LLC, a Texas limited liability company formerly known as EMCAD Water and Wastewater, LLC ("Grantee"), and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets, excluding the Real Property (which is being conveyed pursuant to a separate Deed). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD THE Assets, together with all rights and appurtenances thereto in anyway belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to COVENANT, AGREE and FOREVER DEFEND good and valid title to the Assets unto Grantee, its successors and assigns, to and for its use against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof, subject to and in accordance with the indemnification provisions as set forth in the Purchase Agreement at Sections 8.1 and 8.2.

Grantor hereby constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney of Grantor for and in the name or otherwise on behalf of Grantor, with full power of substitution, to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Assets to Grantee, its successors and assigns. The power of attorney contained herein, being coupled with an interest, shall not be revoked by the dissolution of Grantor or be otherwise revocable.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

Except for the Grantor's accounts receivable, which Grantor acknowledges and agrees shall be included in the Assets notwithstanding the terms of the Purchase Agreement, the Assets do not include the Excluded Assets.

This Bill of Sale shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and assigns.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Texas.

Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment as of the 21 day of August, 2017.

GRANTOR:

RANCH UTILITIES, L.P.

BY: RANCH UTILITIES MANAGEMENT,
L.L.C., its General Partner

By: [Signature]
Simon O. Sequeira, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority on this day personally appeared Simon O. Sequeira, President of RANCH UTILITIES MANAGEMENT, L.L.C., the general partner of Ranch Utilities, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of August, 2017.

[Signature]
Notary Public in and for the State of Texas

Printed Name: _____
My Commission Expires: _____

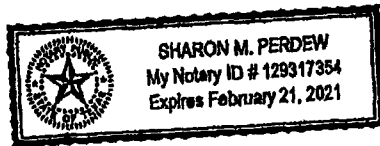


EXHIBIT B

AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER


PUBLIC UTILITY COMMISSION OF TEXAS

DOCKET NO. 45391

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER

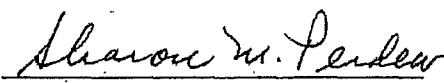
I, Jeff Eastman, Chief Financial Officer, Ranch Utilities, Inc. ("Ranch Utilities"), to the best of my information and belief, hereby certify that the customer deposits held by Ranch Utilities were transferred to EMCAD Water and Wastewater, LLC on August 22, 2017, the date of the closing of the transaction that is the subject of this docket. For a detailed summary, please see Attachment 1 of this Exhibit B.



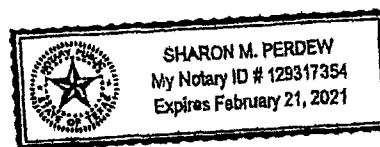
Jeff Eastman
CFO

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 22nd day of August 2017 by Jeff Eastman.



Notary Public, State of Texas



ATTACHMENT 1
DETAILED SUMMARY
CONFIDENTIAL