



Control Number: 45942



Item Number: 1

Addendum StartPage: 0



## Application for Sale, Transfer, or Merger of a Retail Public Utility

Pursuant to Chapter 13.251 of the Texas Water Code

**Docket Number: 45942**

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original, along with one copy of the portable electronic storage medium (such as CD or DVD) containing the GIS data shall be filed with

Public Utility Commission of Texas  
Attention: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

RECEIVED  
MAY -9 AM 11:30  
PUBLIC UTILITY COMMISSION  
1701 N. CONGRESS AVE  
AUSTIN, TEXAS 78711-3326

No later than seven days after filing the application for the boundary change, provide a copy of each paper map and a portable electronic storage medium (such as CD, flash drive or DVD) containing complete and identical data to the portable electronic storage medium submitted above to

Texas Natural Resources Information System  
1700 N. Congress Ave, Room B40  
Austin, Texas 78701

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## Part A – General Information

\*RN#  \*CN#  \* (PRIOR TCEQ ID numbers)

1. Proposed action of application (check all the boxes that apply):

<input type="checkbox"/> Sale of	<input type="checkbox"/> All	<input type="checkbox"/> Portion	of the	<input type="checkbox"/> Water system(s) under CCN No.:	<input type="text"/>
<input type="checkbox"/> Acquisition				<input type="checkbox"/> Sewer system(s) under CCN No.:	<input type="text"/>
<input type="checkbox"/> Lease/Rental					

<input checked="" type="checkbox"/> Transfer of	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Portion	of the	<input type="checkbox"/> Certificated water service area – CCN No.:	<input type="text" value="11872"/>
				<input type="checkbox"/> Certificated sewer service area – CCN No.:	<input type="text"/>

If only a portion of a system or certificated service area is affected by this transaction, please specify the areas or subdivision involved:

and to:

<input checked="" type="checkbox"/> Obtain a CCN for the transferee (purchaser) – indicate if purchaser will take the seller's CCN	
<input type="checkbox"/> Amend the transferee's CCN No.:	<input type="text" value="Purchaser will take seller's CCN"/>
<input type="checkbox"/> Merge or consolidate public utilities	<input type="text"/>
<input type="checkbox"/> Cancel CCN of the transferor (seller)	<input type="text"/>

2. Proposed effective date of this transaction:

(Must be at least 120 days after proper notice is provided)

## Part B – Current Service Provider or Seller Information

Questions 3 through 5 apply to the transferor (current service provider or seller)

3. For the current CCN holder or service provider please indicate:

A. Name:

(Individual, Corporation or Other Legal Entity)

who is a(n): of ☐ Individual ☒ Corporation ☐ WSC ☐ HOA or POA ☐ Other

B. Utility Name (if different than above):

Address:  Telephone: (AC)

C. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name: <input type="text" value="Jeff Fowle"/>	Title: <input type="text" value="President"/>
Address: <input type="text" value="10202 N. Laurel Branch Drive"/>	Telephone: (AC) <input type="text" value="(281) 748-7881"/>

Fax: Email: 

4. About the last rate increase for the system or facilities being transferred:

A. What was the effective date of the last rate increase?

B. Was notice of this increase provided to the Public Utility Commission of Texas (commission or PUC) or a predecessor regulatory authority?

☐ No ☒ Yes- Application/Docket Number:  Date

5. Please provide a list of all customers affected by this transaction who have deposits held by the transferor or seller utility, if any, and include the following information (attach additional sheets if necessary):

Name and Address of Utility Customer	Date of Deposit	Amount of Deposit	Amount of Unpaid Interest on Deposit

### Part C – Purchaser or Transferee Information

Questions 6 through 16 refer to the transferee or purchaser.

6. For the person or entity acquiring the facilities and/or CCN:

Applicant:   
(Individual, Corporation, or Other Legal Entity)

Utility Name:   
(If different than above)

Utility Address:

Fax:  Email:  Telephone (AC):

CCN Numbers held prior to the filing of this application:

7. Check the appropriate box and provide information regarding the legal status of the transferee applicant:

- ☐ Individual  
☐ Home or Property Owners Association  
☐ Partnership; attach copy of partnership agreement  
☒ Corporation; provide charter number as recorded with the Office of the Secretary of State for

Texas:

- ☐ Non-profit, member owned, member-controlled Cooperative Corporation (Article 1434(a) Water Sewer Service Corporation); provide charter number:

<input type="checkbox"/>	Municipally-owned utility
<input type="checkbox"/>	District (MUD, SUD, WCID, etc.)
<input type="checkbox"/>	County
<input type="checkbox"/>	Other (please explain): <input type="text"/>

8. If the applicant is an *Individual* or sole proprietorship, provide the following information. If not, skip to the next question.

Name:	<input type="text"/>	Email	<input type="text"/>
Address	<input type="text"/>		
Telephone (AC):	<input type="text"/>	Fax (AC):	<input type="text"/>

9. If the applicant is other than an *Individual*, provide the following information regarding the officers or partners of the legal entity applying for the transfer. You must complete either question 8 or question 9, whichever applies to the transferee applicant.

•Name:	Beth Wright	Telephone (AC):	(281) 367-5511
Address:	27316 Spectrum Way Oak Ridge, Tx. 77385		
Position:	Owner	Ownership % (if applicable):	51.00%

•Name:	Lonnie Wright	Telephone (AC):	(281) 367-5511
Address:	27316 Spectrum Way Oak Ridge, Tx. 77385		
Position:	Owner	Ownership % (if applicable):	49.00%

•Name:	<input type="text"/>	Telephone (AC):	<input type="text"/>
Address:	<input type="text"/>		
Position:	<input type="text"/>	Ownership % (if applicable):	0.00%

•Name:	<input type="text"/>	Telephone (AC):	<input type="text"/>
Address:	<input type="text"/>		
Position:	<input type="text"/>	Ownership % (if applicable):	0.00%

•Name:	<input type="text"/>	Telephone (AC):	<input type="text"/>
Address:	<input type="text"/>		
Position:	<input type="text"/>	Ownership % (if applicable):	0.00%

•Name:	<input type="text"/>	Telephone (AC):	<input type="text"/>
Address:	<input type="text"/>		
Position:	<input type="text"/>	Ownership % (if applicable):	0.00%

- Attach additional sheet(s) if necessary -

- Important:** • If the applicant is a for-profit corporation, please provide a copy of the corporation's "Certification of Account Status" from the State Comptroller Office. This "Certification of Account Status" can be obtained from:

Texas Comptroller of Public Accounts

P. O. Box 13528, Capitol Station

Austin, Texas 78711

1-800-252-5555

- If the applicant is an Article 1434a water supply or sewer service corporation or other non-profit corporation, please provide a copy of the Articles of Incorporation and By-Laws.

10. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name:	John Montgomery	Title:	Compliance Coordinator
Address:	27316 Spectrum Way Oak Ridge, Tx. 77385	Telephone (AC):	(281) 217-1031
Fax #	(281) 367-5517	Email	jmontgomery@municipalops.com
Relationship to the applicant:	Operator		

✍ IF THERE ARE MORE THAN TWO PARTIES INVOLVED IN THIS TRANSACTION, PLEASE ATTACH SHEETS PROVIDING THE INFORMATION REQUIRED IN QUESTION 6 THROUGH QUESTION 10 FOR EACH PARTY

11. Please respond to each of the following questions. Attach additional sheets if necessary.

A. Describe the experience and qualifications of the applicant to provide adequate utility service to the requested area

Municipal Operations has been in business for 14 years, and John Montgomery, license # WO0005831, has been in the field for over 25 years.

B. Has the applicant acquiring the CCN or facilities or an affiliated interest of the applicant been under enforcement action by the PUC, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG) or the Environmental Protection Agency (EPA) in the past for noncompliance with rules, orders or State Statutes? ☐ Yes ☒ No

If yes, please attach copies of any correspondence with these regulatory agencies concerning these enforcement actions and describe any actions and efforts to comply with those requirements. Attach additional sheets if needed.

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C. Describe the source and availability of funds required to make the planned or required improvements, if any, to meet minimum requirements of the TCEQ and PUC and ensure continuous and adequate service.

Municipal Operations LLC has the equipment, resources, and people on hand to comply with all state rules and regulations.

D. Describe the anticipated impact of this transaction on the quality of utility service and explain any anticipated changes in the quality of service.

The quality of service is anticipated to improve because it is operated by a professional operating company with over 20 years experience.

E. How will the transaction serve the public interest?

The public interest will be served in that the quality of service will improve by being more reliable and sustainable service.

12. Please describe the nature of the proposed transaction:

This is a transfer of water utility and utility assest from Swea Gardens Estates to Municipal Operations LLC.

13. If the transferee applicant is an Investor Owned Utility (IOU) and will be under the rate jurisdiction of the PUC, please provide the following information. Water supply or sewer service corporations and political subdivisions of the state should mark this section N/A:

- A.
- Total Purchase Price:
  - Total Original Cost (as recorded on books of seller or merging entity):
  - Accumulated Depreciation as of the proposed effective date of the transaction:
  - Contributions in Aid of Construction:
    - Specific surcharges approved by TCEQ or PUC:
    - Revenues from explicit customer agreements:

- Developer Contributions (please explain):

None

- Other Contributions (please explain):

None

Total Contributions in Aid of Construction

• Net Book Value:

- ☛ If the Original Cost or any of the above items has been established in a rate case proceeding by the PUC, the TWC or the TCEQ, please provide the Application/Docket Number and date:

Application/Docket Number:  Date:

- ☛ If the applicant is not under the rate jurisdiction of the TCEQ, only the purchase price and information related to Contributions in Aid of Construction is required.

Please provide any other information concerning the nature of the transaction you believe should be given consideration if not explained elsewhere in the application.

[attach additional sheet(s) if necessary]:

N/A
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- C. Complete the following proposed entries listed below as shown in books of purchasing (or surviving) company. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations.

Utility Plant in Service:	\$ 0.00
Plant Acquisition Adjustment:	\$ 0.00
Extraordinary Loss on Purchase:	\$ 0.00
Accumulated Depreciation of Plant:	\$ 0.00
Cash:	\$ 0.00
Notes Payable:	\$ 0.00
Mortgage Payable:	\$ 0.00
Others (please list):	N/A

As the purchaser, I understand that it is **my responsibility** in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service.

Purchaser's Initials:  Date:

14. Please indicate the proposed effect of this transaction on the rates to be charged to the affected customers:

<input checked="" type="checkbox"/>	All the customers will be charged the same rates as they were charged before the transaction.
<input type="checkbox"/>	Some <input type="checkbox"/> All customers will be charged different rates than they were charged before the transaction.



If rates are changing, please explain:

Rates are not changing

☐ Applicant is an IOU and intends to file with the commission or municipal regulatory authority an application to change rates of some/all of its customers as a result of this transaction. If so, please explain:

N/A

☐ Other. Please explain:

N/A

15. List all neighboring water and /or sewer utilities, cities, and political subdivisions providing the same service within two (2) miles of area affected by this proposed transaction. This information should be available from the water utility database (WUD) or Applicant's licensed water operator.

12288; 11873; 11157; 12844; 10865; 12544; City of Houston; 10833; 11782; 11388; 18972

16. Financial, Managerial and Technical information for the acquiring entity.

# Part D – Historical Financial Information

HISTORICAL BALANCE SHEETS	CURRENT YEAR (A)	A-1 YEAR	A-2 YEAR	A-3 YEAR	A-4 YEAR	A-5 YEAR
<b>CURRENT ASSETS</b>						
Cash	6,101.00	6,617.00	5,738.00	5,767.00	11,574.00	23,882.00
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00
Inventories	0.00	0.00	0.00	0.00	0.00	0.00
Income Tax Receivable	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>6,101.00</b>	<b>6,617.00</b>	<b>5,738.00</b>	<b>5,767.00</b>	<b>11,574.00</b>	<b>23,882.00</b>
<b>FIXED ASSETS</b>						
Land	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Collection/Distribution System	8,050.00	8,050.00	8,050.00	8,050.00	8,050.00	8,050.00
Buildings	350.00	350.00	350.00	350.00	350.00	350.00
Equipment	14,305.00	14,305.00	14,305.00	14,305.00	14,305.00	14,305.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Less: Accum. Depreciation or Reserves	22,205.00	22,205.00	22,205.00	22,205.00	22,105.00	22,005.00
<b>Total</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>
<b>TOTAL ASSETS</b>	<b>11,601.00</b>	<b>12,117.00</b>	<b>11,239.00</b>	<b>11,568.00</b>	<b>17,174.00</b>	<b>29,582.00</b>
<b>CURRENT LIABILITIES</b>						
Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00
Notes Payable, Current	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Other	180.00	180.00	180.00	180.00	180.00	180.00
<b>TOTAL</b>	<b>180.00</b>	<b>180.00</b>	<b>180.00</b>	<b>180.00</b>	<b>180.00</b>	<b>180.00</b>
<b>LONGTERM LIABILITIES</b>						
Notes Payable, Long-term	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OWNER'S EQUITY</b>						
Paid in Capital	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Retained Equity	10,384.00	9,506.00	9,535.00	15,476.00	27,849.00	30,211.00
Other	598.00	598.00	598.00	598.00	598.00	598.00
Current Period Profit or Loss	-516.00	-878.00	-29.00	-5,641.00	-12,408.00	-2,361.00
<b>TOTAL OWNER'S EQUITY</b>	<b>11,421.00</b>	<b>11,937.00</b>	<b>11,059.00</b>	<b>11,388.00</b>	<b>16,994.00</b>	<b>29,403.00</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>11,601.00</b>	<b>12,117.00</b>	<b>11,239.00</b>	<b>11,568.00</b>	<b>17,174.00</b>	<b>29,583.00</b>
<b>WORKING CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CURRENT RATIO</b>	<b>33.89</b>	<b>36.76</b>	<b>31.80</b>	<b>32.04</b>	<b>64.30</b>	<b>132.70</b>
<b>DEBT TO EQUITY RATIO EQUITY TO TOTAL ASSETS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>HISTORICAL INCOME STATEMENT</b>	<b>CURRENT YEAR (A)</b>	<b>A-1 YEAR</b>	<b>A-2 YEAR</b>	<b>A-3 YEAR</b>	<b>A-4 YEAR</b>	<b>A-5 YEAR</b>
<b>METER NUMBER</b>						
Existing Number of Taps	42.00	42.00	41.00	41.00	41.00	41.00
New Taps Per Year	0.00	0.00	1.00	0.00	0.00	0.00
<b>Total Meters at Year End</b>	42.00	42.00	42.00	41.00	41.00	41.00
<b>METER REVENUE</b>						
Fees Per Meter	0.00	0.00	0.00	0.00	0.00	0.00
Cost Per Meter	0.00	0.00	0.00	0.00	0.00	0.00
<b>Operating Revenue Per Meter</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>GROSS WATER REVENUE</b>						
Fees	36,228.00	35,295.00	23,210.00	20,337.00	19,925.00	20,650.00
Other	425.00	440.00	442.00	433.00	423.00	429.00
<b>Gross Income</b>	36653	35,735.00	23,652.00	20,770.00	20,348.00	21,079.00
<b>OPERATING EXPENSES</b>						
General & Administrative	3,814.00	5,522.00	6,666.00	7,902.00	4,028.00	5,269.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00
Other	29,686.00	29,318.00	18,581.00	23,320.00	27,589.00	16,588.00
<b>NET INCOME</b>	3,153.00	895.00	-1,595.00	-10,452.00	-11,539.00	-778.00

HISTORICAL EXPENSE DETAIL	CURRENT YEAR (A)	A-1 YEAR	A-2 YEAR	A-3 YEAR	A-4 YEAR	A-5 YEAR
<b>GENERAL/ADMINISTRATIVE EXPENSES</b>						
Salaries	0.00	0.00	0.00	0.00	0.00	0.00
Office Expense	905.00	1,414.00	1,094.00	664.00	619.00	960.00
Computer Expense	0.00	0.00	0.00	0.00	0.00	0.00
Auto Expense	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Expense	0.00	0.00	843.00	1,813.00	979.00	1,023.00
Telephone Expense	0.00	0.00	0.00	0.00	0.00	0.00
Utilities Expense	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00
Property Taxes	0.00	0.00	843.00	0.00	645.00	619.00
Professional Fees	802.00	938.00	1,740.00	2,941.00	758.00	875.00
Other	2,107.00	3,170.00	2,146.00	2,484.00	1,035.00	1,792.00
<b>Total</b>	<b>3,814.00</b>	<b>5,522.00</b>	<b>6,666.00</b>	<b>7,902.00</b>	<b>4,028.00</b>	<b>5,269.00</b>
<b>% Increase Per Year</b>						
<b>OPERATIONAL EXPENSES</b>						
Salaries	8,300.00	8,075.00	6,675.00	8,575.00	8,020.00	6,420.00
Auto Expense	0.00	0.00	0.00	0.00	0.00	0.00
Utilities Expense	916.00	1,054.00	3,066.00	4,808.00	4,412.00	4,273.00
Depreciation Expense	0.00	0.00	365.00	0.00	0.00	0.00
Repair & Maintenance	8,772.00	1,346.00	1,845.00	7,690.00	15,131.00	5,550.00
Supplies	0.00	268.00	150.00	2,247.00	296.00	345.00
Other	11,698.00	18,575.00	6,480.00	0.00	0.00	0.00
<b>Total</b>	<b>29,686.00</b>	<b>29,318.00</b>	<b>18,581.00</b>	<b>23,320.00</b>	<b>27,859.00</b>	<b>16,588.00</b>
<b>% Increase Per Year</b>						
<b>ASSUMPTIONS</b>						
Interest Rate/Terms	0.00	0.00	0.00	0.00	0.00	0.00
Utility Cost/gal.	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Schedule	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00

# Part E – Projected Information

## PROJECTED BALANCE SHEETS

	START UP	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>CURRENT ASSETS</b>						
Cash	6,101.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00
Inventories	0.00	0.00	0.00	0.00	0.00	0.00
Income Tax Receivable	0.00	0.00	0.00	0.00	0.00	
Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	6,101.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
<b>FIXED ASSETS</b>						
Land	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Collection/Distribution System	8,050.00	8,050.00	8,050.00	8,050.00	8,050.00	8,050.00
Buildings	350.00	0.00	0.00	0.00	0.00	0.00
Equipment	14,305.00	14,305.00	14,305.00	14,305.00	14,305.00	14,305.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Less: Accum. Depreciation or Reserves	22,205.00	22,205.00	22,205.00	22,205.00	22,205.00	22,205.00
<b>Total</b>	49,910.00	49,910.00	49,910.00	49,910.00	49,910.00	49,910.00
<b>TOTAL ASSETS</b>	56,011.00	55,910.00	55,910.00	55,910.00	55,910.00	55,910.00
<b>CURRENT LIABILITIES</b>						
Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00
Notes Payable, Current	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Other	180.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	180.00	0.00	0.00	0.00	0.00	0.00
<b>LONGTERM LIABILITIES</b>						
Notes Payable, Long-term	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LIABILITIES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>OWNER'S EQUITY</b>						
Paid in Capital	1,000.00	0.00	0.00	0.00	0.00	0.00
Retained Equity	10,384.00	55,910.00	55,910.00	55,910.00	55,910.00	55,910.00
Other	598.00	0.00	0.00	0.00	0.00	0.00
Current Period Profit or Loss	516.00	7,100.00	7,100.00	7,100.00	7,100.00	7,100.00
<b>TOTAL OWNER'S EQUITY</b>	11,421.00	63,010.00	63,010.00	63,010.00	63,010.00	63,010.00
<b>TOTAL LIABILITIES AND EQUITY</b>	11,601.00	63,010.00	63,010.00	63,010.00	63,010.00	63,010.00
<b>WORKING CAPITAL</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>CURRENT RATIO</b>	33.89	0.00	0.00	0.00	0.00	0.00
<b>DEBT TO EQUITY RATIO</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>EQUITY TO TOTAL ASSETS</b>	4.82	0.89	0.89	0.89	0.89	0.89

**PROJECTED INCOME STATEMENT**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
<b>METER NUMBER</b>						
Existing Number of Taps	42	42	42	42	42	42
New Taps Per Year	0	0	0	0	0	0
<b>Total Meters at Year End</b>	42	42	42	42	42	42
<b>METER REVENUE</b>						
Fees Per Meter	0.00	0.00	0.00	0.00	0.00	0.00
Cost Per Meter	0.00	0.00	0.00	0.00	0.00	0.00
<b>Operating Revenue Per Meter</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>GROSS WATER REVENUE</b>						
Fees	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>Gross Income</b>	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
<b>OPERATING EXPENSES</b>						
General & Administrative	6,200.00	6,200.00	6,200.00	6,200.00	62,000.00	31,000.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00
Other	26,700.00	26,700.00	26,700.00	26,700.00	26,700.00	137,750.00
<b>NET INCOME</b>	7,100.00	7,100.00	7,100.00	7,100.00	7,100.00	31,250.00

**PROJECTED EXPENSE DETAIL**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
<b>GENERAL/ADMINISTRATIVE EXPENSES</b>						
Salaries	0.00	0.00	0.00	0.00	0.00	0.00
Office Expense	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Computer Expense	0.00	0.00	0.00	0.00	0.00	0.00
Auto Expense	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Expense	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Telephone Expense	0.00	0.00	0.00	0.00	0.00	0.00
Utilities Expense	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00
Property Taxes	700.00	700.00	700.00	700.00	700.00	3,500.00
Professional Fees	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Other	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	12,500.00
<b>Total</b>	<b>6,200.00</b>	<b>6,200.00</b>	<b>6,200.00</b>	<b>6,200.00</b>	<b>6,200.00</b>	<b>31,000.00</b>
<b>% Increase Per Year</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>OPERATIONAL EXPENSES</b>						
Salaries	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	42,500.00
Auto Expense	0.00	0.00	0.00	0.00	0.00	0.00
Utilities Expense	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00
Repair & Maintenance	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	10,000.00
Supplies	200.00	200.00	200.00	200.00	200.00	1,000.00
Other	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00
<b>Total</b>	<b>26,700.00</b>	<b>26,700.00</b>	<b>26,700.00</b>	<b>26,700.00</b>	<b>26,700.00</b>	<b>133,500.00</b>
<b>% Increase Per Year</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>ASSUMPTIONS</b>						
Interest Rate/Terms	0.00	0.00	0.00	0.00	0.00	0.00
Utility Cost/gal.	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Schedule	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00

**PROJECTED SOURCES AND USES OF CASH STATEMENTS**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
<b>SOURCES OF CASH</b>						
Net Income	7,100.00	7,100.00	7,100.00	7,100.00	7,100.00	35,500.00
Depreciation (If Funded)	0.00	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00	0.00
Other	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
<b>Total Sources</b>	<b>47,100.00</b>	<b>47,100.00</b>	<b>47,100.00</b>	<b>47,100.00</b>	<b>47,100.00</b>	<b>235,500.00</b>
<b>USES OF CASH</b>						
Net Loss	0.00	0.00	0.00	0.00	0.00	0.00
Principle Portion of Pmts.	0.00	0.00	0.00	0.00	0.00	0.00
Fixed Asset Purchase	0.00	0.00	0.00	0.00	0.00	0.00
Reserve	0.00	0.00	0.00	0.00	0.00	0.00
Other	32,900.00	32,900.00	32,900.00	32,900.00	32,900.00	164,500.00
<b>Total Uses</b>	<b>32,900.00</b>	<b>32,900.00</b>	<b>32,900.00</b>	<b>32,900.00</b>	<b>32,900.00</b>	<b>164,500.00</b>
<b>NET CASH FLOW</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>71,000.00</b>
<b>DEBT SERVICE COVERAGE</b>						
Cash Available for Debt						
<b>SERVICE (CADS)</b>						
Net Income (Loss)	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation, or Reserve Interest	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>REQUIRED DEBT SERVICE (RDS)</b>						
Principle Plus Interest	0.00	0.00	0.00	0.00	0.00	0.00
<b>DEBT SERVICE COVERAGE RATIO</b>						
CADS Divided by RDS						



## Part F – TCEQ Public Water or Sewer System Information

☞ Please answer questions 17 through 22 on a different sheet for each physically Distinct system being transferred or acquired.

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

1	1	0	2	1	8	
---	---	---	---	---	---	--

Date of last inspection: 12/5/2014

B. For Wastewater Systems:

-TCEQ Discharge Permit Number:      W Q       -    

-Name of Permittee:

-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 or PUC standards? ☐ Yes ☒ No. If yes, please explain:

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

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

Description of the Required Improvement	Schedule to Complete	Estimated Cost

19. Does the system being transferred operate within the city limits of a municipality or within district boundaries? ☐ Yes ☒ 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	
165	-5/8" or 3/4" meter		-3" meter	-Commercial Connection	
	-1" meter		-4" meter	-Industrial Connection	
	-1 1/2" meter		-Other	-Other	
Total Water Connections:			165	Total Sewer Connections	

20. 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:

23. List the name, class, and license number of the operator(s) that will be responsible for the system:

Name	Class	License#
John Montgomery	Water A	WO0005831
Cameron King	Groundwater B	WG0015000
Rick Gilson	Groundwater B	WG0010003

24. Attach the following maps with each copy of the application:

- One small scale map clearly showing affected service area with enough detail to accurately locate the area if the application is for the transfer of all or a portion of a CCN.
- One large scale map showing the proposed service area boundaries being sold, transferred, or merged and, if available, the existing and proposed facilities. Color coding should be used to differentiate existing from proposed facilities. Facilities and service area boundaries should be shown with such exactness that they can be located on the ground. If transferring area not currently in a CCN or a portion of an existing CCN area please attach the following hard copy maps with each copy of the application:
  - A general location map delineating the proposed service area with enough detail to accurately locate the proposed area within the county.
  - A map showing only the proposed area by:
    - metes and bounds survey certified by a licensed state or registered professional land surveyor; or
    - projectable digital data with metadata (proposed areas should be in a single record and clearly labeled, data disk should be included); or
    - following verifiable natural and man-made landmarks, or
    - a copy of recorded plat map with metes and bounds.
  - A written description of the proposed service area.

Part G – Oaths and Notices

**OATH FOR SELLER OR FORMER SERVICE PROVIDER**

STATE OF TEXAS

COUNTY OF HARRIS

I, William J. Fowle, being duly sworn, file this application for sale, lease, rental or merger or consolidation as (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(i) and copies of any outstanding Orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, or Attorney General and have also complied with the notice requirements in Section 13.301(k) of the Texas Water Code.

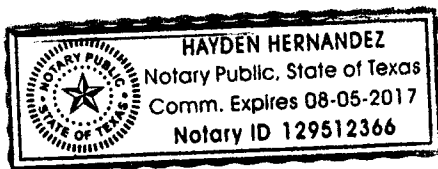
WJ Fowle  
AFFIANT

(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 TO BEFORE ME, a Notary Public in and for the State of Texas, this day 2 of May, 20 16.

SEAL



Hayden Hernandez  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Hayden Hernandez  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES

08-05-2017

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

**OATH FOR PURCHASER OR ACQUIRING ENTITY**

STATE OF Texas

COUNTY OF Harris

I, Lonnie Wright, being duly sworn, file this application for

sale, lease, rental or merger or consolidation as \_\_\_\_\_  
(*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 Texas Commission on Environmental Quality, the Public Utility Commission of Texas 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

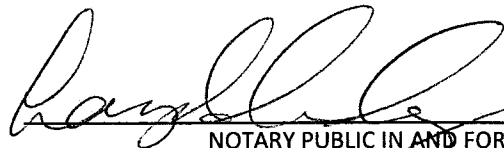
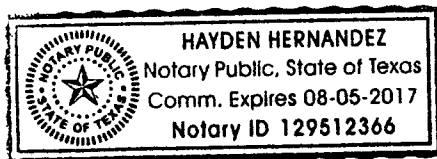
(Utility's Authorized Representative)

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, this  
day 3 of May, 20 16.

SEAL



NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Hayden Hernandez

PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES

08-05-2017

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

FORM A

Docket No. \_\_\_\_\_

Notice to Current Customers, Neighboring Systems and Cities

Swea Gardens 'S  
(Seller's or Transferor's Name)

NOTICE OF INTENT TO SELL FACILITIES AND TRANSFER CERTIFICATE OF CONVENIENCE AND

NECESSITY (CCN) NO 11872 TO Municipal Operations LLC  
(Purchaser's or Transferee's Name)

IN Harris COUNTY, TEXAS

To: \_\_\_\_\_ Date Notice Mailed \_\_\_\_\_, 20 \_\_\_\_  
(Name of Customer, Neighboring System or City)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City State Zip

<u>Swea Gardens</u>	<u>10202 N. Laurel Branch Dr</u>	<u>Houston, Tx. 77004</u>
Sellers or Transferors' Name	Address	City/State/Zip Code

has submitted an application with the Public Utility Commission of Texas to sell facilities and transfer  
water or sewer (please select) CCN No. 11872 in Harris County [County Name]

County to:

<u>Municipal Operations LLC</u>	<u>P.O. Box 1689</u>	<u>Oak Ridge North/ Texas/ 77385</u>
Purchasers or Transferee's Name	Address	City/State/Zip Code

The sale is scheduled to take place as approved by the Commission (V.T.C.A., Water Code §13.301). The transaction and the transfer of the CCN include the following subdivision(s):

Swea Gardens

The area subject to this transaction is located approximately 11.5 miles North [direction] of  
downtown Houston, [City or Town] Texas, and is generally bounded on the north by  
Aldine Bender/ FM 525; on the east by Lilja Road  
;on the south by Holly Vale; and on the west by Estrellita

The total area being requested includes approximately 2 acres and serves 495 current customers.  
This transaction will have the following effect on the current customer's rates and services:  
None

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 another 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 Commission 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 Commission may issue the CCN 30 days after publication of this notice.

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

Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

**Se desea informacion en Espanol, puede llamar al  
1-888-782-8477**

**John Montgomery**

---

Utility Representative

**Municipal Operations LLC**

---

Utility Name

## Notice to Current Customers, Neighboring Systems, Landowner and Cities

## \_\_\_\_\_'S NOTICE OF INTENT TO SELL FACILITIES TO

(Seller's or Transferor's Name)

AND FOR

(Purchaser's or Transferee's Name)

Purchaser's or Transferee's Name)

TO OBTAIN OR AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) IN

COUNTY, TEXAS

To: \_\_\_\_\_ Date Notice Mailed \_\_\_\_\_, 20 \_\_\_\_\_

(Name of Customer, Neighboring System, Landowner or City)

(Address)

City

State

Zip

Sellers or Transferors' Name

Address

City/State/Zip Code

has submitted an application with the Public Utility Commission of Texas to sell water or sewer (please select) Facilities in \_\_\_\_\_ [County Name] County to:

Purchasers or Transferee's Name

Address

City/State/Zip Code

The transferee has also requested to obtain/amend a CCN in this application. The sale is scheduled to take place as approved by the Commission (Texas Water Code §13.301). The transaction and the proposed service area include the following subdivision(s):

The area subject to this transaction is located approximately \_\_\_\_\_ miles \_\_\_\_\_ [direction] of downtown \_\_\_\_\_, [City or Town] 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 \_\_\_\_\_ acres and serves \_\_\_\_\_ 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 another 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 Commission 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 Commission may issue the CCN 30 days after publication of this notice.

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

Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

**Se desea informacion en Espanol, puede llamar al  
1-888-782-8477**

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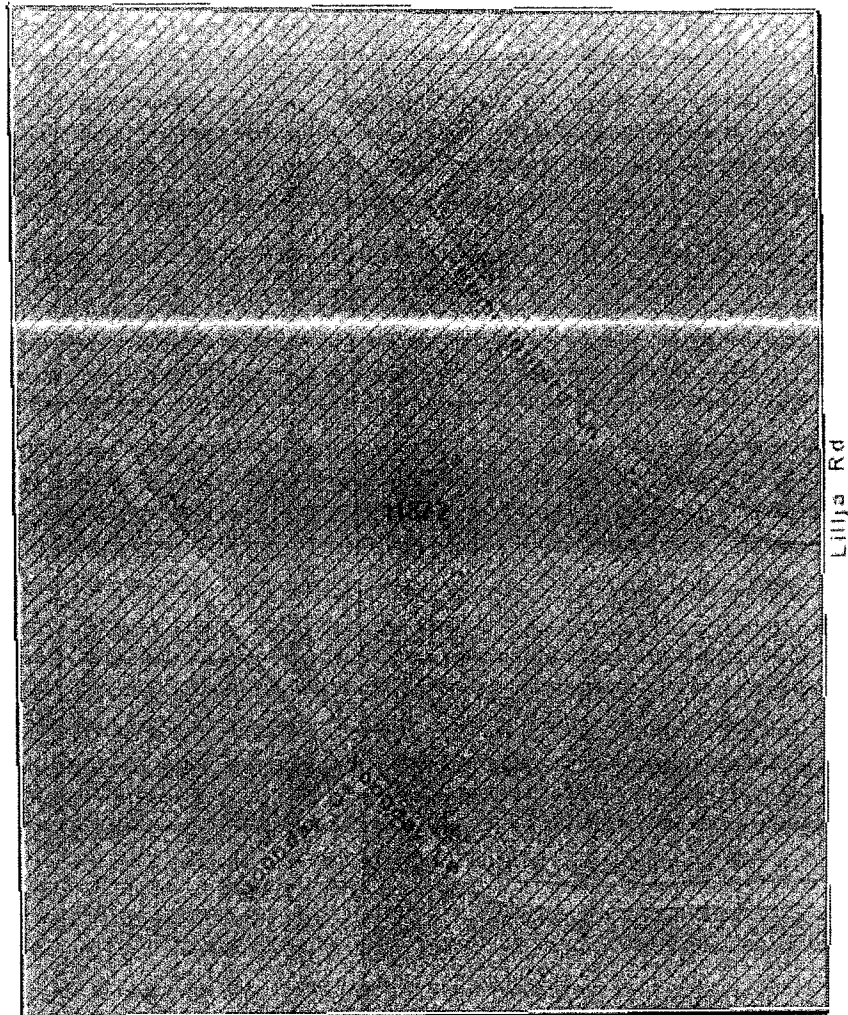
Utility Representative

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Utility Name

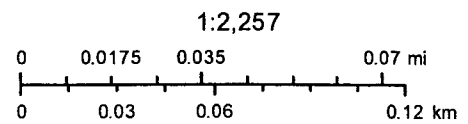


# SWEA GARDENS CCN MAP

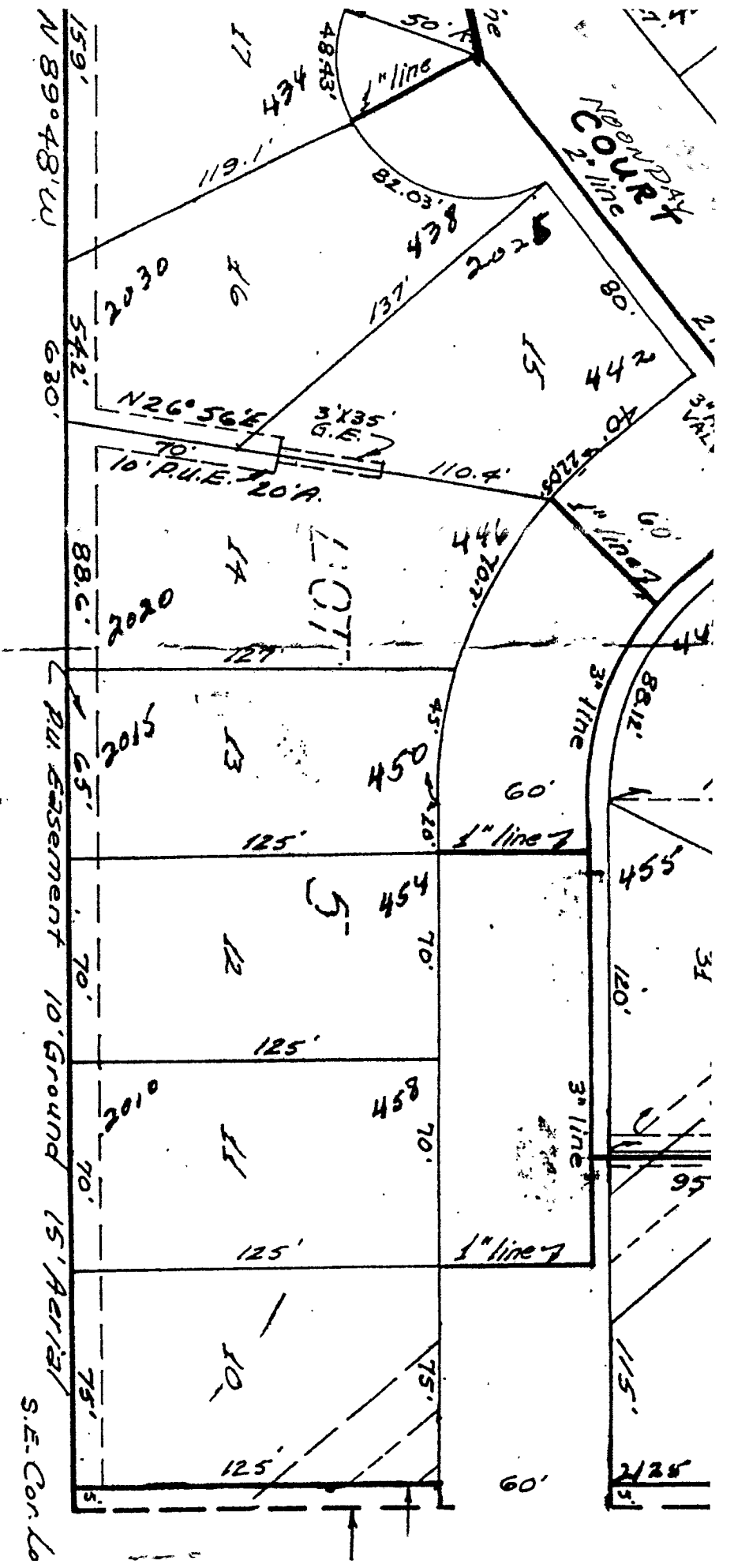


January 29, 2016

 Water CCN Service Areas



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



PLAT of PUBLIC UTILITIES EASEMENTS, 'SWEA GARDENS EST.

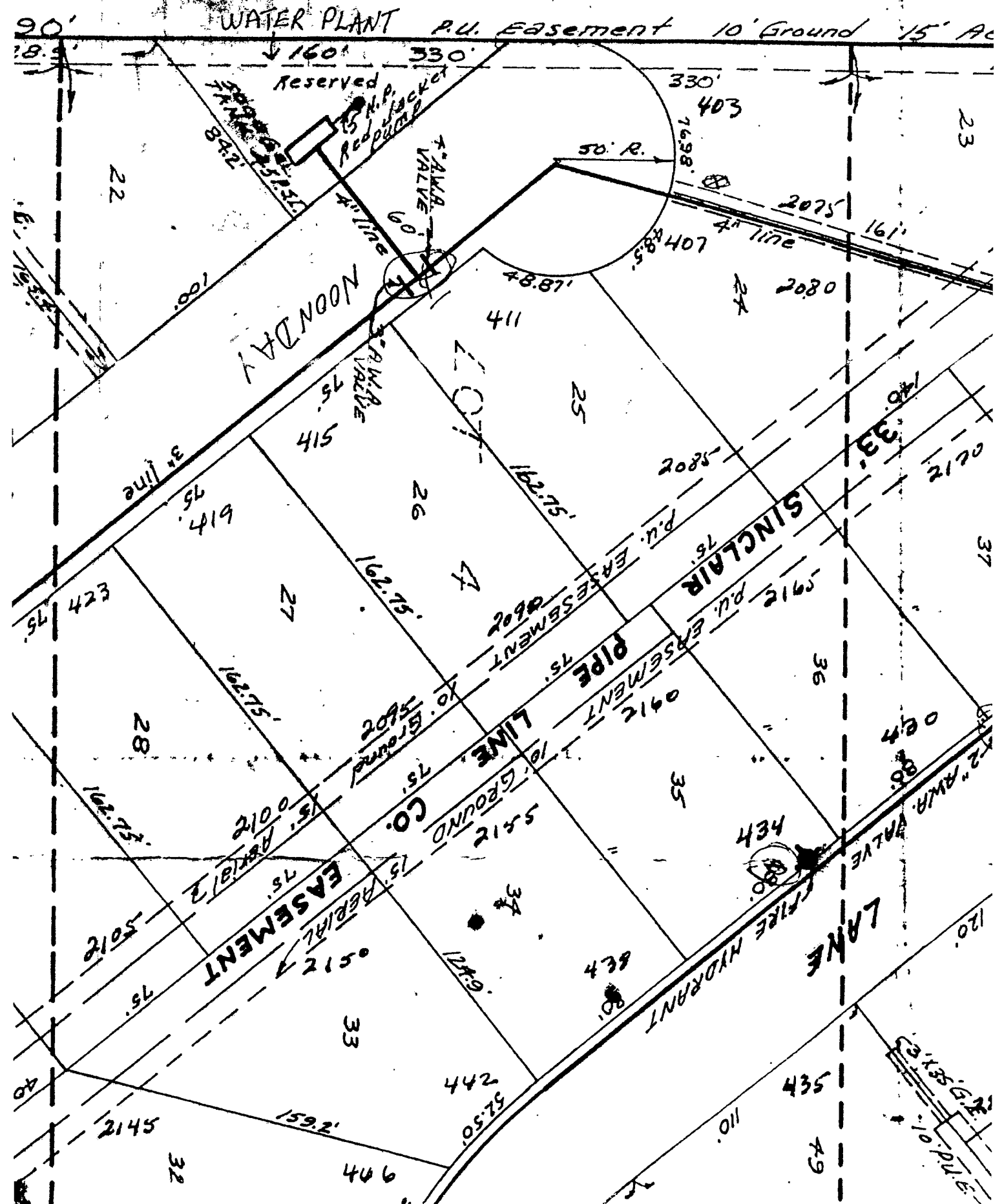
AN UNRECORDED SUBDIVISION OF LOTS 3-4-5 BLOCK 3 OF SWEA GARDENS, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN VOL. 75, PG. 363 OF THE DEED RECORDS OF HARRIS COUNTY TEXAS. SCALE 1"=50'. DATE 5-22-63

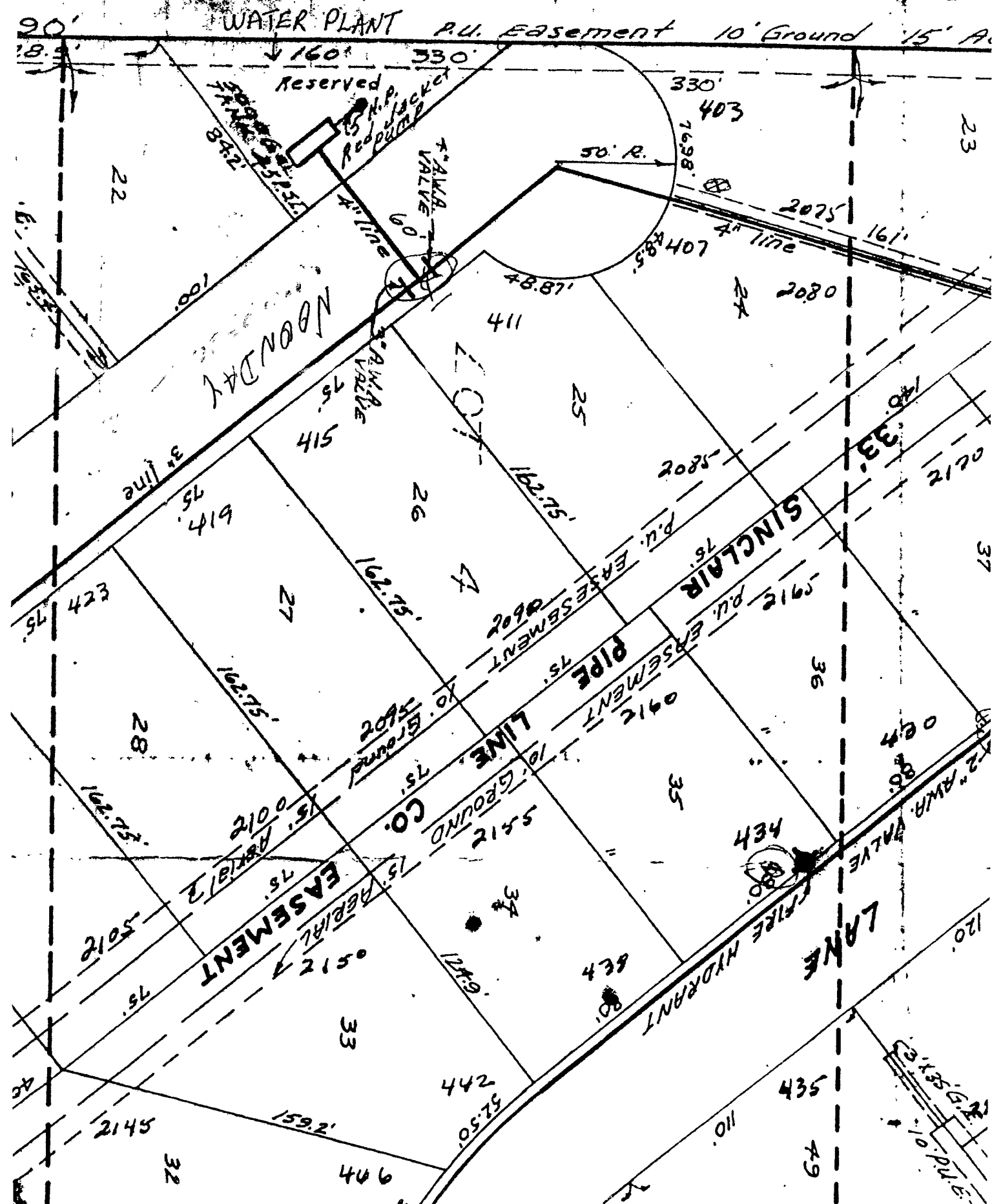
G.B. Meriwether

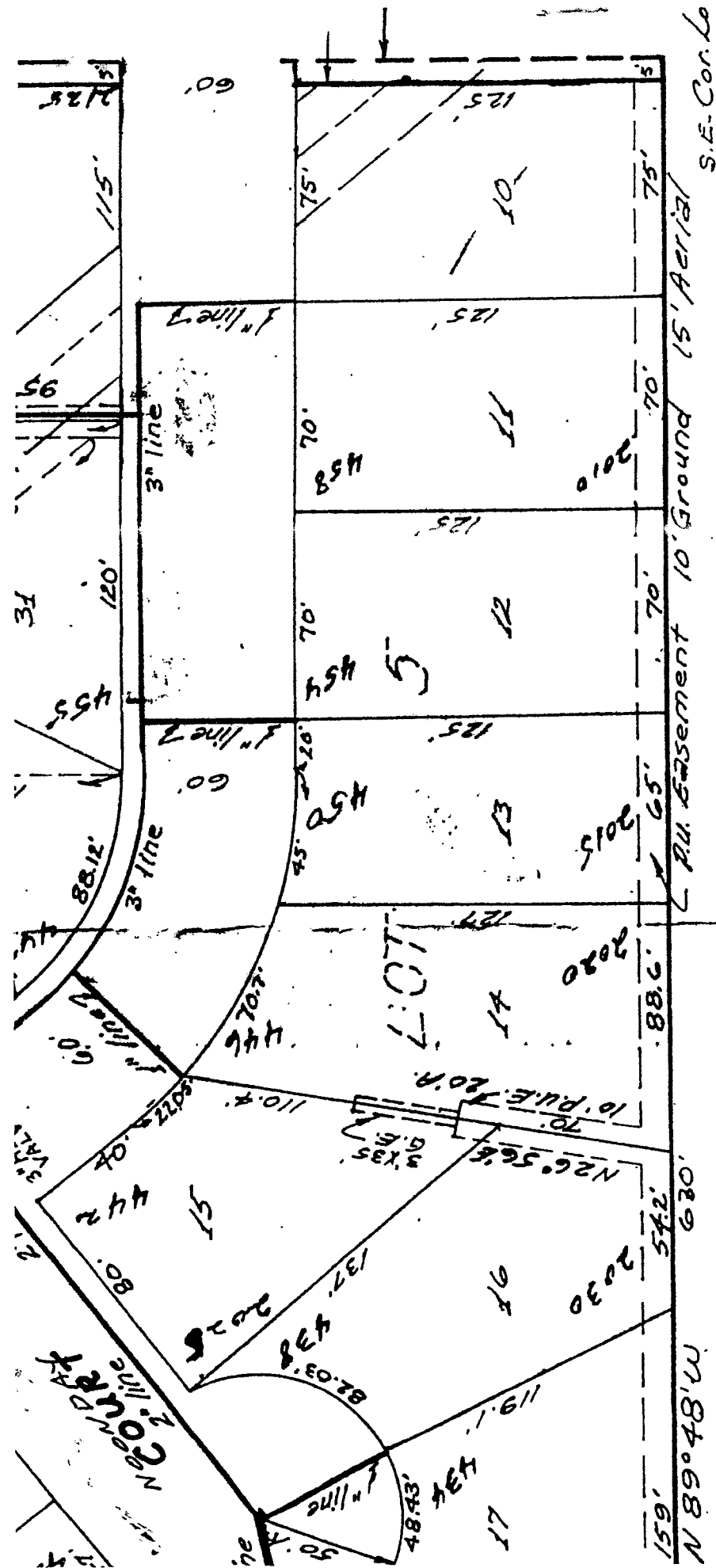
G.B. MERIWETHER  
Registered Public Surveyor #636  
Registered Professional Engineer #4063



G.B. MERIWETHER  
ENGINEER AND SURVEYOR  
PHONE 405-2632  
10303 HAZELHURST







PLAT OF PUBLIC UTILITIES EASEMENTS, SWEA GARDENS EST.  
 AN UNRECORDED SUBDIVISION OF LOTS 3-4-45 BLOCK 3 OF SWEA GARDENS,  
 AN ADDITION IN HARRIS COUNTY, TEXAS. ACCORDING TO MAP OR PLAT RECORDED  
 IN VOL. 75 PG. 363 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.  
 SCALE 1"=50' DATE 5-22-63

G. B. Meriwether

G. B. MERIWETHER  
 Registered Professional Engineer #4063

G. B. MERIWETHER  
 ENGINEER AND SURVEYOR  
 PHONE HO 5-2632  
 10303 HAZE/HURST

## ***GENERAL AGREEMENT FOR SERVICES***

This Agreement for Services (this "Agreement") is made effective as of December 11, 2015, by and between SWEA Gardens Estates Utility, Inc. of 10202 North Laurel Branch Drive, Houston, Texas 77064, and Municipal Operations, LLC of 27316 Spectrum Way, Oak Ridge North, Texas 77385. In this Agreement, the party who is agreeing to receive services will be referred to as SWEA Gardens Estates Utility, Inc., and the party who will be providing the services will be referred to as Municipal Operations, LLC.

**1. DESCRIPTION OF SERVICES.** Beginning on December 11, 2015, Municipal Operations, LLC will provide the following services (collectively, the "Services"):

Water Utility Operations - including maintenance & repair, billing & collection, regulatory compliance and all other matters related to managing a public water system and/or a public water utility according to the rules and regulations of the Texas Commission of Environmental Quality (TCEQ), Environmental Protection Agency (EPA), Harris County Health Department, and any/all other appropriate regulatory agency(s).

**2. PAYMENT FOR SERVICES.** SWEA Gardens Estates Utility, Inc. will pay Municipal Operations, LLC according to the following schedule:

Municipal Operations, LLC will receive 100% of all water service revenue from SWEA Gardens Estates Utility, Inc. located at 10202 North Laurel Branch Drive, Houston, Texas 77064 as full payment(s) in exchange for being responsible for 100% of any/all related expenses or cost of business for the full term of the agreement.

**3. TERM/TERMINATION.** This agreement will automatically terminate 3 days after receipt from PUC of the official transfer authorization of the water utility, water system, and the Certificate of Convenience and Necessity number 11872 from SWEA Gardens Estates Utility, Inc. to Municipal Operations, LLC.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Municipal Operations, LLC in connection with the Services will be the exclusive property of Municipal Operations, LLC.

**5. CONFIDENTIALITY.** Municipal Operations, LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Municipal Operations, LLC, or divulge, disclose, or communicate in any manner any information that is proprietary to SWEA Gardens Estates Utility, Inc. Municipal Operations, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

TX IP 04 3656117

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter hereunder. This Agreement supersedes any prior written or oral agreements between the parties.

7. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

8. **AUTHORITY.** Municipal Operations, LLC will receive 100% of all authority relating to Management and Operations of SWEA Gardens Estates Utility, Inc. for the full term of the agreement and will continue after the termination of this Agreement.

Service Recipient:

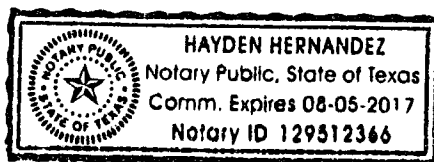
William Jeffrey Fowle – *President*, SWEA Gardens Estates Utility, Inc.

By: William Jeffrey Fowle  
William Jeffrey Fowle  
President – Transferor

Service Provider:

Lonnie Wright – *Vice President*, Municipal Operations, LLC

By: Lonnie Wright  
Lonnie Wright  
Purchaser – Transferee



Hayden Hernandez 12/11/15



## WATER UTILITY TARIFF

Docket Number: 42853

SWEA Gardens Estates Utility, Inc.  
(Utility Name)

P.O. BOX 40526  
(Business Address)

Houston, Texas 77240-0526  
(City, State, Zip Code)

713-937-1959  
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:  
11872

This tariff is effective in the following counties:  
Harris

This tariff is effective in the following cities or unincorporated towns (if any):  
None

This tariff is effective in the following subdivisions or public water systems:

SWEA Gardens Estates, PWS 1010218

### TABLE OF CONTENTS

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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SECTION 4.0 - DROUGHT CONTINGENCY PLAN.....	12
APPENDIX A - SERVICE AGREEMENT	



SECTION 1.0 – RATE SCHEDULE (Continued)

METER TEST FEE ..... \$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

RECONNECTION FEE

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

- a) Nonpayment of bill (Maximum \$25.00) ..... \$25.00
- b) Customer's request that service be disconnected..... \$25.00

TRANSFER FEE..... \$10.00

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

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) ..... 10%

PUC 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 ..... \$30.00

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

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) ..... \$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT.... 1/6TH OF ESTIMATED ANNUAL BILL

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.

## SECTION 2.0 -- SERVICE RULES AND POLICIES

### Section 2.01 - Public Utility Commission of Texas Rules

The utility will have the most current Public Utility Commission of Texas (PUC or Commission) Rules, Chapter 24, 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 2.02 - Application for and Provision of Water 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 before water service is provided by the utility. A separate application or contract will be made for each service location.

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve 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.

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

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

### Section 2.03 - 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 PUC 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 2.04 - 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 PUC Rules.

**Docket Number: 42853**

## SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

### Section 2.06 - 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.

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.

Each bill will provide all information required by the PUC 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.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the commission.

### Section 2.07 - Service Disconnection

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 PUC Rules.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.11 - Customer Complaints and Disputes (cont.)

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

SECTION 2.20 – SPECIFIC UTILITY SERVICE RULES AND POLICIES

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with PUC rules to be effective.

### SECTION 3.20—SPECIFIC UTILITY EXTENSION POLICY

This section contains the utility's specific extension policy which complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with PUC rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution 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.

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 TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ 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.

SWEA GARDENS ESTATES UTILITY

APPLICATION FOR WATER SERVICE

---

NAME (PLEASE PRINT) SERVICE ADDRESS DAYTIME PHONE NO.

---

MAILING ADDRESS CITY ZIP EMAIL ADDRESS (OPTIONAL)

---

DEPOSIT AMT DATE PAID SERV DATE BUYING RENTING LEASING

---

OWNER'S NAME OWNER'S ADDRESS PHONE NUMBER

---

CITY, STATE ZIP

---

IF COMMERCIAL, NAME OF BUSINESS

---

SIGNATURE

PLEASE SEND \$50 DEPOSIT WITH THE APPLICATION

ACCT # \_\_\_\_\_

P O BOX 40526 • HOUSTON, TX • 77240-0526  
PHONE: (713) 937-1959 • FAX: (713) 937-1956

## SWEA GARDENS ESTATES UTILITY

### SERVICE AGREEMENT

- I. **PURPOSE.** Swea Gardens Estates Utility (the "System") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The System enforces these restrictions which are in place to provide this protection. The System enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the System will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following undesirable plumbing 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 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 percent 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 System and \_\_\_\_\_ (the "Customer").
- A. The System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the System's water system.
  - B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the System's normal business hours.
  - C. The System shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
  - D. The Customer shall immediately correct any undesirable plumbing practice on his premises.

SWEA Gardens Estates Utility, Inc.  
(Utility Name)

Water Tariff Page No. 12

SECTION 4.0 – DROUGHT CONTINGENCY PLAN  
(Utility must attach a copy of TCEQ approved Drought Contingency Plan)

Docket Number: 42853



SECTION 1.0 – RATE SCHEDULE (Continued)

**PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE**

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

**Adjusted Gallonage Rate (AG) =  $G + [B/(1 - L)]$ , Where:**

AG = adjusted gallonage charge, rounded to nearest one cent;

G = approved gallonage charge, per 1,000 gallons;

B = change in fee (per 1,000 gallons);

L = water or sewer line loss for preceding 12 months, not to exceed 0.15 (15%)

## SECTION 1.0 -- RATE SCHEDULE

### Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$ <u>43.14</u> (Includes 0 gallons)	\$ <u>2.06</u> per 1,000 gallons
* <b>Plus</b> additional pass through fees listed below.		

#### \*Pass Through Fee

**City of Houston Purchased Water Fee**..... \$4.44 per 1,000 gallons  
Applies to **all** gallons used.

Gallonge charge is related to the implementation of purchasing water from the City of Houston (CoH) in the amount of \$4.35 per 1,000 gallons subject to a 2% adjustment for water loss.

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

Cash ☒ Check ☒ Money Order ☒ Credit Card ☐ Other ☐ (specify)  
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 ASSESSMENT ..... 1.0%  
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL  
MONTHLY BILL AND REMIT THE FEE TO THE TCEQ.

### Section 1.02 - Miscellaneous Fee

TAP FEE ..... \$350.00  
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A  
STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE  
COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique Costs) ..... Actual Cost  
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL  
AREAS.

TAP FEE (Large Meter) ..... Actual Cost  
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE  
INSTALLED.

METER RELOCATION FEE ..... Actual Relocation Cost, Not to Exceed Tap Fee  
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE  
RELOCATED.

SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

Section 2.07 - Service Disconnection (cont.)

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

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Section 2.08 - Reconnection of Service

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

Section 2.09 - 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.

**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 2.10 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.11 - 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 PUC complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service.

## SECTION 2.0 - SERVICE RULES AND POLICIES (Continued)

### Section 2.04 - Customer Deposits (cont.)

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.

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 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.

### Section 2.05 - Meter Requirements, Readings, and Testing

All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers. One meter is required for each residential, commercial, or industrial connection.

Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

### 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 customer 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 will bear the full cost of any over-sizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or 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.

COSTS THE UTILITIES 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.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with TCEQ's Rules and Regulations for Public Water Systems.

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

E. The Customer shall, at his expense, properly install, test on an annual basis, and maintain any backflow prevention device required by the System. Copies of all testing and maintenance records shall be provided to the System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the 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 SIGNATURE

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SECTION 1.0 - RATE SCHEDULE (Continued)

METER TEST FEE ..... \$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

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- b) Customer's request that service be disconnected..... \$25.00

TRANSFER FEE..... \$10.00

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

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) ..... 10%  
PUC 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 ..... \$30.00  
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) ..... \$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT.... 1/6TH OF ESTIMATED ANNUAL BILL

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.





## Franchise Tax Account Status

As of: 04/29/2016 12:59:13 PM

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**This Page is Not Sufficient for Filings with the Secretary of State**

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### MUNICIPAL OPERATIONS, LLC

Texas Taxpayer Number 32059046162  
Mailing Address 27316 SPECTRUM WAY  
CONROE, TX 77385-2100  
Right to Transact ACTIVE  
Business in Texas  
State of Formation TX  
Effective SOS 12/11/2015  
Registration Date  
Texas SOS File Number 0802348599  
Registered Agent Name LONNIE WRIGHT  
Registered Office Street 27316 SPECTRUM WAY  
Address OAK RIDGE, TX 77385



## TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

December 28, 2015

MUNICIPAL OPERATIONS, LLC  
27316 SPECTRUM WAY  
CONROE TX 77385-2100

Taxpayer number	32059046162
File number	0802348599
WebFile number	FQ881376

Dear Taxpayer:

Congratulations on registering your business with the Texas Secretary of State. In addition to being the state's chief financial officer and tax collector, I am a strong advocate for growth in our economy, and my office plays an important role in ensuring businesses like yours continue to thrive in the state of Texas. Part of that responsibility is to be a resource when your business needs assistance.

Customer service is my top priority, and my staff is ready to help you with questions related to your business' state tax responsibilities. The agency website, [www.comptroller.texas.gov](http://www.comptroller.texas.gov), contains a wealth of resources about the various taxes we administer. There you can find publications, answers to frequently asked questions, tax rules, electronic reporting options and more. In the right hand corner of each page, there is a link to "contact us," where you will find information on how to reach us if you do not find your answer online.

The Secretary of State notified us that your company was recently registered with their office. The company you registered is subject to the franchise tax, which my office administers. Accordingly, we have created a franchise tax account based on the information you provided at the time of registration.

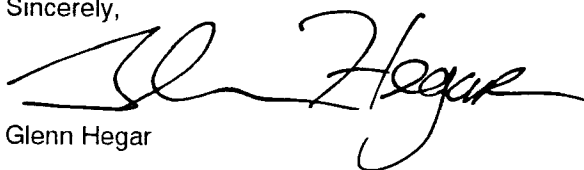
Please review and update your account information at your earliest convenience. Most important is to ensure the address we have on file is the address where your company wants to receive tax mailings from us.

To view and correct your account information, go to [www.comptroller.texas.gov/webfile](http://www.comptroller.texas.gov/webfile). If you have not used WebFile before, you will register as a new user, and there is a video to assist you with that process. When you are ready to get started, select the Franchise Tax Accountability Questionnaire under Other Electronic Reporting Tools. Select "continue to log in" at the bottom of the page to sign in. You will need the WebFile number located at the top of this letter.

The company's first franchise tax report is due on 05/16/2016. We will send you a reminder letter with filing instructions well before the due date. You can contact our office for assistance at 1-800-252-1381.

I appreciate the work you do and the contributions you make to Texas. I wish you the best of luck in all your business endeavors.

Sincerely,



Glenn Hegar