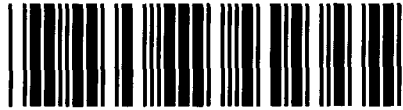


Control Number: 49615



Item Number: 1

Addendum StartPage: 0



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

Pursuant to Texas Water Code § 13.301 and 16 Texas Administrative Code § 24.109

2019 JUN -7 PM 2:54
FILING CLERK

Sale, Transfer, or Merger (STM) Application Instructions

- I. **COMPLETE:** In order for the Commission to find the application sufficient for filing, the Applicant should:
 - i. Provide an answer to every question and submit any required attachment applicable to the STM request (i.e., agreements or contracts).
 - ii. Use attachments or additional pages to answer questions as necessary. If you use attachments or additional pages, reference their inclusion in the form.
 - iii. Provide all mapping information as detailed in Part G: Mapping & Affidavits.
- II. **FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
 - i. **SEND TO:** Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (**NOTE: Electronic documents may be sent in advance of the paper copy, however they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records.**)
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
 - i. **DEFICIENT (Administratively Incomplete):** Applicants will be ordered to provide information to cure the deficiencies by a certain date, usually 30 days from ALJ's order. **Application is not accepted for filing.**
 - ii. **SUFFICIENT (Administratively Complete):** Applicants will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. **Application is accepted for filing.**
- IV. Once the Applicants issue notice, a copy of the actual notice sent and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may request a hearing on the merits.

HEARING ON THE MERITS: An affected party may request a hearing within 30 days of notice. In this event, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
- V. **TRANSACTION TO PROCEED:** at any time following the provision of notice, or prior to 120 days from the last date that proper notice was given, Commission Staff will file a recommendation for the transaction to proceed as proposed or recommend that the STM be referred to SOAH for further investigation. The Applicants will be required to file an update in the docket to the ALJ every 30 days following the approval of the transaction. The transaction must be completed within six (6) months from the ALJ's order (Note: The Applicants may request an extension to the 6 month provision for good cause).
- VI. **FILE:** Seven (7) copies of completed transaction documents and documentation addressing the transfer or disposition of any outstanding deposits. After receiving all required documents from the Applicants, the application will be granted a procedural schedule for final processing. The Applicants are requested to consent in writing to the proposed maps and certificates, or tariff if applicable.
- VII. **FINAL ORDER:** The ALJ will issue a final order issuing or amending the applicable CCNs.

FAQ:

Who can use this form?

Any retail public utility that provides water or wastewater service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) prior to any STM of a water or sewer system, or utility, or prior to the transfer of a portion of a certificated service area.

Terms

Transferor: Seller

Transferee: Purchaser

CCN: Certificate of Convenience and Necessity

STM: Sale, Transfer, or Merger

IOU: Investor Owned Utility

Application Summary

Transferor: MSEC ENTERPRISES, INC.

(selling entity)

CCN No.s: 20984

- Sale
 Transfer
 Merger
 Consolidation
 Lease/Rental

Transferee: MSEC WASTE WATER, INC.

(acquiring entity)

CCN No.s: _____

- Water
 Sewer
 All CCN
 Portion CCN
 Facilities transfer

County(ies): Montgomery

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Please mark the items included in this filing

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Contract, Lease, Purchase, or Sale Agreement | Part A: Question 1 |
| <input checked="" type="checkbox"/> Tariff including Rate Schedule | Part B: Question 4 |
| <input type="checkbox"/> List of Customer Deposits | Part B: Question 5 |
| <input type="checkbox"/> Partnership Agreement | Part C: Question 7 |
| <input checked="" type="checkbox"/> Articles of Incorporation and By-Laws (WSC) | Part C: Question 7 |
| <input type="checkbox"/> Certificate of Account Status | Part C: Question 7 |
| <input type="checkbox"/> Financial Audit | Part C: Question 10 |
| <input checked="" type="checkbox"/> Application Attachment A & B | Part C: Question 10 |
| <input type="checkbox"/> Disclosure of Affiliated Interests | Part C: Question 10 |
| <input type="checkbox"/> Capital Improvement Plan | Part C: Question 10 |
| <input checked="" type="checkbox"/> List of Assets to be Transferred | Part D: 11.B |
| <input type="checkbox"/> Developer Contribution Contracts or Agreements | Part D: 11.D |
| <input type="checkbox"/> Enforcement Action Correspondence | Part E: Question 18 (Part D: Q12) |
| <input checked="" type="checkbox"/> TCEQ Compliance Correspondence | Part F: Question 22 |
| <input type="checkbox"/> TCEQ Engineering Approvals | Part F: Question 24 |
| <input type="checkbox"/> Purchased Water Supply or Treatment Agreement | Part F: Question 26 |
| <input checked="" type="checkbox"/> Detailed (large scale) Map | Part G: Question 29 |
| <input checked="" type="checkbox"/> General Location (small scale) Map | Part G: Question 29 |
| <input type="checkbox"/> Digital Mapping Data | Part G: Question 29 |
| <input checked="" type="checkbox"/> Signed & Notarized Oath | Page 13-14 |

Part A: General Information

1. Describe the proposed transaction, including the effect on all CCNs involved, and provide details on the existing or expected land use in the area affected by the proposed transaction. Attach all supporting documentation, such as a contract, a lease, or proposed purchase agreements:

MSEC Enterprises, Inc. is transferring all of its wastewater utility assets to MSEC Waste Water, Inc., a new entity created by Mid-South Synergy. Both Transferor and Transferee are wholly-owned subsidiaries of Mid-South Synergy, a member-owned electric cooperative. There will be no changes to land use or existing CCN boundaries. This application is to transfer the assets only; the operations, maintenance, management, and customer services will continue to be provided by Mid-South Synergy by virtue of an operating agreement with MSEC Waste Water, which is anticipated to be the same as the existing operating agreement with MSEC Enterprises. See Supplemental Information.

2. The proposed transaction will require (check all applicable):

For **Transferee** (Purchaser) CCN:

- Obtaining a NEW CCN for Purchaser
- Transfer all CCN into Purchaser's CCN (Merger)
- Transfer Portion of CCN into Purchaser's CCN
- Transfer all CCN to Purchaser and retain Seller CCN
- Uncertificated area added to Purchaser's CCN

For **Transferor** (Seller) CCN:

- Cancellation of Seller's CCN
- Transfer of a Portion of Seller's CCN to Purchaser
- Only Transfer of Facilities, No CCN or Customers
- Only Transfer of Customers, No CCN or Facilities
- Only Transfer CCN Area, No Customers or Facilities

Part B: Transferor Information

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

3. A. Name: MSEC ENTERPRISES, INC.
(individual, corporation, or other legal entity)
 Individual Corporation WSC Other: _____

B. Mailing Address: P.O. Box 970, Navasota, TX 77868

Phone: (936) 825-5100 Email: tmorris@midsouthsynergy.com

- 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, accountant, or other title.

Name: Georgia N. Crump Title: Attorney

Mailing Address: 816 Congress Avenue, Suite 1900, Austin, Texas 78701

Phone: (512) 322-5832 Email: gcrump@lglawfirm.com

4. If the utility to be transferred is an Investor Owned Utility (IOU), for the most recent rate change, attach a copy of the current tariff and complete A through B:

A. Effective date for most recent rates: September 7, 2017

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

No Yes Application or Docket Number: 44740

If the transferor is a Water Supply or Sewer Service Corporation, provide a copy of the current tariff.

5. For the customers that will be transferred following the approval of the proposed transaction, check all that apply:

There are no customers that will be transferred

of customers without deposits held by the transferor 3

of customers with deposits held by the transferor* 0

*Attach a list of all customers affected by the proposed transaction that have deposits held, and include a customer indicator (name or account number), date of each deposit, amount of each deposit, and any unpaid interest on each deposit.

Part C: Transferee Information

Questions 6 through 10 apply only to the transferee (purchaser or proposed service provider)

6. A. Name: MSEC WASTE WATER, INC.
(individual, corporation, or other legal entity)
 Individual Corporation WSC Other:

B. Mailing Address: P.O. Box 970, Navasota, TX 77868

Phone: (936) 825-5100 Email: tmorris@midsouthsynergy.com

C. Contact Person. Provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Georgia N. Crump Title: Attorney

Address: 816 Congress Avenue, Suite 1900, Austin, Texas 78701

Phone: (512) 322-5832 Email: gcrump@lglawfirm.com

D. If the transferee is someone other than a municipality, is the transferee current on the Regulatory Assessment Fees (RAF) with the Texas Commission on Environmental Quality (TCEQ)?

No Yes N/A

E. If the transferee is an IOU, is the transferee current on the Annual Report filings with the Commission?

No Yes N/A

7. The legal status of the transferee is:

Individual or sole proprietorship

Partnership or limited partnership (*attach Partnership agreement*)

Corporation
 Charter number (as recorded with the Texas Secretary of State): 803298779

Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]
 Charter number (as recorded with the Texas Secretary of State): _____
 Articles of Incorporation and By-Laws established (*attach*)

Municipally-owned utility

District (MUD, SUD, WCID, FWSD, etc.)

- County
- Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
- Other (please explain): _____

8. If the transferee operates under any d/b/a, provide the name below:

Name: None.

9. If the transferee's legal status is anything other than an individual, provide the following information regarding the officers, members, or partners of the legal entity applying for the transfer:

Name:	<u>Kerry Kelton</u>	Ownership % (if applicable):	<u>0.00%</u>
Position:	<u>President and CEO</u>		
Address:	<u>P.O. Box 970, Navasota, TX 77868</u>		
Phone:	<u>(936) 825-5100</u>	Email:	<u>kkelton@midsouthsynergy.com</u>
Name:	<u>Troy Morris</u>	Ownership % (if applicable):	<u>0.00%</u>
Position:	<u>First Vice-President</u>		
Address:	<u>P.O. Box 970, Navasota, TX 77868</u>		
Phone:	<u>(936) 825-5100</u>	Email:	<u>tmorris@midsouthsynergy.com</u>
Name:	<u>Mike McDougald</u>	Ownership % (if applicable):	<u>0.00%</u>
Position:	<u>Second Vice-President</u>		
Address:	<u>P.O. Box 970, Navasota, TX 77868</u>		
Phone:	<u>(936) 825-5100</u>	Email:	<u>mmcdougald@midsouthsynergy.com</u>
Name:	<u>Andrew Dallmeyer</u>	Ownership % (if applicable):	<u>0.00%</u>
Position:	<u>Secretary-Treasurer</u>		
Address:	<u>P.O. Box 970, Navasota, TX 77868</u>		
Phone:	<u>(936) 825-5100</u>	Email:	<u>adallmeyer@midsouthsynergy.com</u>

10. **Financial Information**

The transferee Applicant must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection taking the historical information of the transferor Applicant into consideration when establishing the projections.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test (16 Tex. Admin. Code § 24.11(e)(3)) for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Part D: Proposed Transaction Details

11. A. Proposed Purchase Price: \$ 0.00

If the transferee Applicant is an investor owned utility (IOU) provide answers to B through D.

B. Transferee has a copy of an inventory list of assets to be transferred (*attach*):

No Yes N/A

Total Original Cost of Plant in Service: \$ 4,395,203.32

Accumulated Depreciation: \$ 255,700.83

Net Book Value: \$ 4,139,502.49

C. **Customer contributions in aid of construction (CIAC):** Have the customers been billed for any surcharges approved by the Commission or TCEQ to fund any assets currently used and useful in providing utility service? Identify which assets were funded, or are being funded, by surcharges on the list of assets.

No Yes

Total Customer CIAC: \$ 2,932,070.86

Accumulated Amortization: \$ 106,411.94

D. **Developer CIAC:** Did the transferor receive any developer contributions to pay for the assets proposed to be transferred in this application? If so, identify which assets were funded by developer contributions on the list of assets and provide any applicable developer agreements.

No Yes

Total developer CIAC: \$

Accumulated Amortization: \$

12. A. Are any improvements or construction required to meet the minimum requirements of the TCEQ or Commission and to ensure continuous and adequate service to the requested area to be transferred plus any area currently certificated to the transferee Applicant? Attach supporting documentation and any necessary TCEQ approvals, if applicable.

No Yes

B. If yes, describe the source and availability of funds and provide an estimated timeline for the construction of any planned or required improvements:

N/A

13. Provide any other information concerning the nature of the transaction you believe should be given consideration:

MSEC Enterprises, Inc., currently provides both water and sewer utility services. This transaction will separate the two utilities into different legal entities. The separation of the two utilities is to ease administrative and regulatory burdens for the very few sewer customers, and will be seamless to the sewer customers. MSEC Waste Water will continue to contract with Mid-South Synergy for operational and billing services; the individuals providing these services to the sewer customers will not change as a result of this transfer. The transfer will be effected by an inter-company accounting entry.

14. Complete the following proposed entries (listed below) as shown in the books of the Transferee (purchaser) after the acquisition. Debits (positive numbers) should equal credits (negative numbers) so that all line items added together equal zero. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations:

Utility Plant in Service:	\$	4,395,202.32
Accumulated Depreciation of Plant:	\$	255,700.83
Cash:	\$	21,813.00
Notes Payable:	\$	
Mortgage Payable:	\$	
(Proposed) Acquisition Adjustment*:	\$	
<small>*Acquisition Adjustments will be subject to review under 16 TAC § 24.31(d) and (e)</small>		
Other (NARUC account name & No.):		<u>-2,825,658.92 (net CIAC)</u>
Other (NARUC account name & No.):		

15. A. Explain any proposed billing change (NOTE: If the acquiring entity is an IOU, the IOU may not change the rates charged to the customers through this STM application. Rates can only be changed through the approval of a rate change application.)

There will be no billing or rate changes as part of this transaction. MSEC Enterprises' wastewater accounts will be transferred to MSEC Waste Water. Mid-South Synergy already provides the customer service and support to MSEC Enterprises, and it will continue in that function for MSEC Waste Water after the transfer. The transfer will be seamless to the waterwater customers and have no effect on MSEC Enterprises' water customers.

B. If transferee is an IOU, state whether or not the transferee intends to file with the Commission, or an applicable municipal regulatory authority, an application to change rates for some or all of its customers as a result of the transaction within the next twelve months. If so, provide details below:

MSEC Enterprises is under a current obligation to file a sewer rate case by January 31, 2020, pursuant to Order No. 2 in PUC Docket No. 49200, in order to true-up rates approved in PUC Docket No. 44740, when the sewer CCN was amended to add additional customers using large meters. The rate filing will be made by MSEC Waste Water when it obtains ownership of the sewer utility under this Application.

Part E: CCN Obtain or Amend Criteria Considerations

16. Describe, in detail, the anticipated impact or changes in the quality of retail public utility service in the requested area as a result of the proposed transaction:

Customers will continue to receive the same high-level quality of service, as there will be no change in daily customer service, and operations will not be affected. Management and daily operations are currently provided to sewer customers out of the Mid-South Synergy Navasota office, and will continue following the transaction. MSEC Enterprises currently uses employees of Mid-South Synergy to perform all services related to water and sewer utilities. These same employees will continue to be used by MSEC Waste Water.

17. Describe the transferee's experience and qualifications in providing continuous and adequate service. This should include, but is not limited to: other CCN numbers, water and wastewater systems details, and any corresponding compliance history for all operations.

Transferee is a new corporate entity, created by Mid-South Synergy on April 18, 2019. However, as described in response to Question #16, the same management, operational, and customer service individuals that have been providing sewer service under the auspices of MSEC Enterprises, will continue to perform the same services for MSEC Waste Water.

18. Has the transferee been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes? Attach copies of any correspondence with the applicable regulatory agency(ies)

No Yes

19. Explain how the environmental integrity or the land will be impacted or disrupted as a result of the proposed transaction:

The environmental integrity will continue to be protected as it has been while the sewer utility is owned by MSEC Enterprises. The same highly-qualified personnel will be managing and operating the sewer utility system after this transaction, as before.

20. How will the proposed transaction serve the public interest?

The public interest will be well-served by this transaction. Currently there are 5,000+ water customers and 3 sewer customers served by MSEC Enterprises, Inc. The same highly-qualified individuals will continue to manage and operate the sewer system, and the continued ownership of the utility by a member-owned electric cooperative will ensure that customer rates are reasonable. The classification of the sewer utility as a Class C utility will reduce regulatory burdens on the sewer customers.

21. List all neighboring water or sewer utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service within two (2) miles from the outer boundary of the requested area affected by the proposed transaction:

Aqua Texas, Inc. (CCN #21065); SC Utilities (CCN #20586); Stanley Lake MUD (CCN #20483); City of Montgomery.

Part F: TCEQ Public Water System or Sewer (Wastewater) Information

Complete Part F for EACH Public Water or Sewer system to be transferred subject to approval of the transaction. Attach a separate sheet with this information if you need more space for additional systems being transferred.

22. A. For Public Water System (PWS):

TCEQ PWS Identification Number: _____ (7 digit ID)

Name of PWS: _____

Date of last TCEQ compliance inspection: _____ (attach TCEQ letter)

Subdivisions served: _____

B. For Sewer service:

TCEQ Water Quality (WQ) Discharge Permit Number: WQ - _____ (8 digit ID)

Name of Wastewater Facility: **See Supplemental Information**

Name of Permittee: _____

Date of last TCEQ compliance inspection: _____ (attach TCEQ letter)

Subdivisions served: _____

Date of application to transfer permit *submitted* to TCEQ: _____

23. List the number of *existing* connections, by meter/connection type, to be affected by the proposed transaction:

Water			Sewer	
	Non-metered		2"	Residential
	5/8" or 3/4"		3"	8 Commercial
	1"		4"	Industrial
	1 1/2"		Other	Other
Total Water Connections:				Total Sewer Connections: 8

24. A. Are any improvements required to meet TCEQ or Commission standards?

No Yes

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:

C. Is there a moratorium on new connections?

No Yes:

25. Does the system being transferred operate within the corporate boundaries of a municipality?

No Yes: _____ (name of municipality)

If yes, indicate the number of customers within the municipal boundary.

Water: _____ Sewer: _____

26. A. Does the system being transferred purchase water or sewer treatment capacity from another source?

No Yes: If yes, attach a copy of purchase agreement or contract.

Capacity is purchased from: _____

Water: _____

Sewer: _____

B. Is the PWS required to purchase water to meet capacity requirements or drinking water standards?

No Yes

C. What is the amount of water supply or sewer treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:		0.00%
Sewer:		0.00%

D. Will the purchase agreement or contract be transferred to the Transferee?

No Yes:

27. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

No Yes:

28. List the name, class, and TCEQ license number of the operator that will be responsible for the operations of the water or sewer utility service:

Name (as it appears on license)	Class	License No.	Water or Sewer
See Attachment 28			

Part G: Mapping & Affidavits

ALL applications require mapping information to be filed in conjunction with the STM application.

Read question 29 A and B to determine what information is required for your application.

29. A. For applications requesting to transfer an entire CCN, without a CCN boundary adjustment, provide the following mapping information with each of the seven (7) copies of the application:

1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The following guidance should be adhered to:

- i. If the application requests to transfer certificated service areas for both water and sewer, separate maps must be provided for each.
- ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.

- iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.

- 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made and natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map must be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application requests an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 - iv. The outer boundary of the requested area should not be covered by any labels, roads, city limits or extraterritorial jurisdiction (ETJ) boundaries.

B. For applications that are requesting to include area not currently within a CCN, or for applications that require a CCN amendment (any change in a CCN boundary), such as the transfer of only a portion of a certificated service area, provide the following mapping information with each of the seven (7) copies of the application:

- 1. A general location (small scale) map identifying the requested area with enough detail to locate the requested area in reference to the nearest county boundary, city, or town. Please refer to the mapping guidance in part A 1 (above).
- 2. A detailed (large scale) map identifying the requested area with enough detail to accurately locate the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, or railroads. Please refer to the mapping guidance in part A 2 (above).
- 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part A 2 (above);
 - ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part A 2 (above); or
 - iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drive), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

Part H: Notice Information

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice of the application until it is found sufficient and the Applicants are ordered to provide notice.

30. Complete the following using verifiable man-made or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 373.00

Number of customer connections in the requested area: _____

Affected subdivision : N/A

The closest city or town: Montgomery

Approximate mileage to closest city or town center: 5

Direction to closest city or town: northwest

The requested area is generally bounded on the North by: The CCN area is composed of 4 separate parcels, located along FM 2854 and Keenan Cut-Off.

on the East by: _____

on the South by: _____

on the West by: _____

31. A copy of the proposed map will be available at: 7625 Highway 6, Navasota, TX 77868

32. What effect will the proposed transaction have on an average bill to be charged to the affected customers? Take into consideration the average consumption of the requested area, as well as any other factors that would increase or decrease a customer's monthly bill.

All of the customers will be charged the same rates they were charged before the transaction.

All of the customers will be charged different rates than they were charged before the transaction.

higher monthly bill lower monthly bill

Some customers will be charged different rates than they were charged before (i.e. inside city limit customers)

higher monthly bill lower monthly bill

Oath for Transferor (Transferring Entity)

STATE OF TEXAS

COUNTY OF GRIMES

I, Kerry Kelton being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as President and CEO of MSEC Enterprises, Inc.

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest 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.

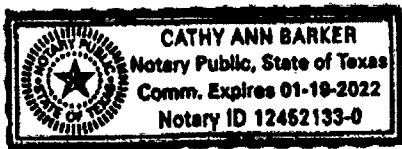
I further state that I have provided to the purchaser or transferee a written disclosure statement about any contributed property as required under Texas Water Code § 13.301(j) and copies of any outstanding enforcement Orders of the Texas Commission on Environmental Quality, the Public Utility Commission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

[Handwritten Signature]
AFFIANT
(Utility's Authorized Representative)

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

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas this day the 1 of June, 2019

SEAL



[Handwritten Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Cathy Ann Barker
PRINT OR TYPE NAME OF NOTARY

My commission expires: 01/19/2022

Oath for Transferee (Acquiring Entity)

STATE OF TEXAS

COUNTY OF GRIMES

I, Troy Morris being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as First Vice-President of MSEC Waste Water, Inc.
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest 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 been provided with a copy of the 16 TAC § 24.109 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement 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.

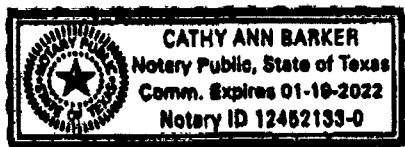



AFFIANT
(Utility's Authorized Representative)

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.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 1 of June, 2019

SEAL





NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
Cathy Ann Barker

PRINT OR TYPE NAME OF NOTARY

My commission expires: 01/10/2022

Appendix A: Historical Financial Information (Balance Sheet and Income Schedule)

(Audited financial statements may be substituted for this schedule – see Item 17 of the instructions)

HISTORICAL BALANCE SHEETS (ENTER DATE OF YEAR END)	CURRENT(A) (12.31.18)	A-1 YEAR (12.31.17)	A-2 YEAR (12.31.16)	A-3 YEAR (12.31.15)	A-4 YEAR (12.31.14)	A-5 YEAR (12.31.13)
CURRENT ASSETS						
Cash	\$ 21,813.00	\$ 4,189.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Accounts Receivable						
Inventories						
Other	72,551.00	455.00	260.00	403.00	375.00	398.00
A. Total Current Assets	\$ 94,364.00	\$ 4,644.00	\$ 260.00	\$ 403.00	\$ 375.00	\$ 398.00
FIXED ASSETS						
Land	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83
Collection/Distribution System	393,225.94	393,225.94	393,225.94	393,225.94	393,225.94	393,225.94
Buildings	48,350.04	48,350.04	48,350.04	48,350.04	48,350.04	48,350.04
Equipment	30,615.34	30,615.34	29,066.74	29,066.74	29,066.74	29,066.74
Other	3,833,156.17	3,295,853.09	539,793.60	80,548.81	80,548.81	80,548.81
Less: Accum. Depreciation or Reserves	255,700.83	240,986.15	223,176.68	205,007.80	186,861.63	168,822.91
B. Total Fixed Assets	\$ 4,139,502.49	\$ 3,616,914.09	\$ 877,115.47	\$ 436,039.56	\$ 454,185.73	\$ 472,224.45
C. TOTAL Assets (A + B)	\$ 4,233,866.49	\$ 3,621,558.09	\$ 877,375.47	\$ 436,442.56	\$ 454,560.73	\$ 472,622.45
CURRENT LIABILITIES						
Accounts Payable	\$ 12,620.00	\$ 4,008.00	\$ 97,759.53	\$ 2,708.02	\$ 3,644.86	\$ 6,518.27
Notes Payable, Current						
Accrued Expenses	6,564.00	7,003.00	5,816.53	4,748.41	4,213.12	4,228.41
Other						
D. Total Current Liabilities	\$ 19,184.00	\$ 11,011.00	\$ 103,576.06	\$ 7,456.43	\$ 7,857.98	\$ 10,746.68
LONG TERM LIABILITIES						
Notes Payable, Long-term						
Other						
E. Total Long Term Liabilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
F. TOTAL LIABILITIES (D + E)	\$ 19,184.00	\$ 11,011.00	\$ 103,576.06	\$ 7,456.43	\$ 7,857.98	\$ 10,746.68
OWNER'S EQUITY						
Paid in Capital						
Retained Equity	1,348,627.64	772,253.87	251,800.87	274,090.72	323,015.79	277,503.39
Other	2,825,658.92	2,819,619.84	545,411.53	201,930.81	207,891.73	213,852.65
Current Period Profit or Loss	40,395.93	18,673.38	-23,412.99	-47,035.40	-84,204.77	-29,480.27
G. TOTAL OWNER'S EQUITY	\$ 4,214,682.49	\$ 3,610,547.09	\$ 773,799.41	\$ 428,986.13	\$ 446,702.75	\$ 461,875.77
TOTAL LIABILITIES+EQUITY (F + G) = C	\$ 4,233,866.49	\$ 3,621,558.09	\$ 877,375.47	\$ 436,442.56	\$ 454,560.73	\$ 472,622.45
WORKING CAPITAL (A – D)	\$ 75,180.00	-\$ 6,367.00	-\$ 103,316.06	-\$ 7,053.43	-\$ 7,482.98	-\$ 10,348.68
CURRENT RATIO (A / D)	4.9189	0.4218	0.0025	0.0540	0.0477	0.0370
DEBT TO EQUITY RATIO (E / G)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

DO NOT INCLUDE ATTACHMENTS A OR B IN FILED APPLICATION IF LEFT BLANK

HISTORICAL NET INCOME INFORMATION						
(ENTER DATE OF YEAR END)	CURRENT(A) (12-31-18)	A-1 YEAR (12-31-17)	A-2 YEAR (12-31-16)	A-3 YEAR (12-31-15)	A-4 YEAR (12-31-14)	A-5 YEAR (12-31-13)
METER NUMBER						
Existing Number of Taps	7	2	2	2	2	2
New Taps Per Year	1	5	0	0	0	0
Total Meters at Year End	8	7	2	2	2	2
METER REVENUE						
Revenue per Meter (use for projections)	\$ 34,937.19	\$ 18,579.46	\$ 29,610.82	\$ 18,479.90	\$ 17,742.22	\$ 17,823.46
Expense per Meter (use for projections)	29,887.70	15,911.84	41,317.31	41,997.60	59,844.60	32,563.59
Operating Revenue Per Meter	\$ 5,049.49	\$ 2,667.62	-\$ 11,706.49	-\$ 23,517.70	-\$ 42,102.38	-\$ 14,740.13
GROSS WATER REVENUE						
Revenues- Base Rate & Gallonage Fees	\$ 279,497.50	\$ 130,056.24	\$ 59,221.63	\$ 36,959.80	\$ 35,484.43	\$ 35,646.91
Other (Tap, reconnect, transfer fees, etc)						
Gross Income	\$ 279,497.50	\$ 130,056.24	\$ 59,221.63	\$ 36,959.80	\$ 35,484.43	\$ 35,646.91
EXPENSES						
General & Administrative (see schedule)	\$ 9,849.80	\$ 10,359.87	\$ 10,642.16	\$ 8,136.38	\$ 8,229.59	\$ 7,829.10
Operating (see schedule)	229,251.77	101,022.99	71,992.46	75,858.82	111,459.61	57,298.08
Interest						
Other (list)						
NET INCOME	\$ 40,395.93	\$ 18,673.38	-\$ 23,412.99	-\$ 47,035.40	-\$ 84,204.77	-\$ 29,480.27

HISTORICAL EXPENSE INFORMATION (ENTER DATE OF YEAR END)	CURRENT(A) (12/31/18)	A-1 YEAR (12/31/17)	A-2 YEAR (12/31/16)	A-3 YEAR (12/31/15)	A-4 YEAR (12/31/14)	A-5 YEAR (12/31/13)
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries & Benefits—Office/Management Office (services, rentals, supplies, electricity)						
Contract Labor	2,831.16	3,097.28	4,423.06	3,013.40	3,618.76	3,165.36
Transportation						
Insurance	454.64	259.59	402.57	374.57	397.71	435.33
Telephone						
Utilities						
Property Taxes	6,564.00	7,003.00	5,816.53	4,748.41	4,213.12	4,228.41
Professional Services/Fees (recurring)						
Regulatory- other						
Other (describe)						
Interest						
Other						
Total General Admin. Expenses (G&A)	\$ 9,849.80	\$ 10,359.87	\$ 10,642.16	\$ 8,136.38	\$ 8,229.59	\$ 7,829.10
% Increase Per Year	-4.92%	-2.65%	30.80%	-1.13%	5.12%	0.00%
OPERATIONS & MAINTENANCE EXPENSES						
Salaries & Benefits (Employee, Management)						
Materials & Supplies	8,130.92	9,544.70	8,335.31	2,864.62	1,197.62	3,770.85
Utilities Expense-office	59,886.71	9,127.50	9,094.19	6,878.73	8,598.32	8,987.61
Contract Labor	101,366.22	46,643.86	28,342.00	43,121.51	85,051.42	30,659.02
Transportation Expense	33,899.41	13,039.64	6,022.04	3,638.43	3,927.24	1,671.15
Depreciation Expense	8,753.76	11,848.55	12,207.97	12,185.24	12,077.80	11,540.61
Other(describe)	17,214.75	10,818.74	7,990.95	7,170.29	607.21	668.84
Total Operational Expenses (O&M)	\$ 229,251.77	\$ 101,022.99	\$ 71,992.46	\$ 75,858.82	\$ 111,459.61	\$ 57,298.08
Total Expense (Total G&A + O&M)	\$ 239,101.57	\$ 111,382.86	\$ 82,634.62	\$ 83,995.20	\$ 119,689.20	\$ 65,127.18
Historical % Increase Per Year	115.00%	34.79%	-1.62%	-29.82%	83.78%	0.00%
ASSUMPTIONS						
Interest Rate/Terms						
Depreciation Schedule (attach)						
Other assumptions/information (List all)						

Appendix B: Projected Information

HISTORICAL BALANCE SHEETS (ENTER DATE OF YEAR END)	CURRENT(A) (2 -31-18)	A-1 YEAR (2 -31- 19)	A-2 YEAR (12 -31- 20)	A-3 YEAR (12 -31- 21)	A-4 YEAR (2 -31- 22)	A-5 YEAR (2 -31- 23)
CURRENT ASSETS						
Cash	\$ 21,813.00	\$ 99,897.50	\$ 174,594.00	\$ 287,794.20	\$ 397,591.40	\$ 502,976.60
Accounts Receivable						
Inventories						
Income Tax Receivable						
Other	72,551.00	82,000.00	85,000.00	82,000.00	79,000.00	76,000.00
A. Total Current Assets	\$ 94,364.00	\$ 181,897.50	\$ 259,594.00	\$ 369,794.20	\$ 476,591.40	\$ 578,976.60
FIXED ASSETS						
Land	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83	\$ 89,855.83
Collection/Distribution System	393,225.94	3,531,082.22	3,531,082.22	3,531,082.22	3,531,082.22	3,531,082.22
Buildings	48,350.04	439,205.79	439,205.79	439,205.79	439,205.79	439,205.79
Equipment	30,615.34	336,372.96	336,615.34	336,615.34	336,615.34	336,615.34
Other	3,833,156.17	128,704.04	128,704.04	128,704.04	128,704.04	128,704.04
Less: Accum. Depreciation or Reserves	255,700.83	552,901.63	850,924.03	1,148,946.43	1,446,968.83	1,744,991.23
B. Total Fixed Assets	\$ 4,139,502.49	\$ 3,972,319.21	\$ 3,674,539.19	\$ 3,376,516.79	\$ 3,078,494.39	\$ 2,780,471.99
C. TOTAL Assets (A + B)	\$ 4,233,866.49	\$ 4,154,216.71	\$ 3,934,133.15	\$ 3,746,310.99	\$ 3,555,085.79	\$ 3,359,448.59
CURRENT LIABILITIES						
Accounts Payable	\$ 12,620.00	\$ 15,000.00	\$ 16,000.00	\$ 17,000.00	\$ 18,000.00	\$ 19,000.00
Notes Payable, Current						
Accrued Expenses	6,564.00	19,413.00	19,801.00	20,197.00	20,600.00	21,012.00
Other						
D. Total Current Liabilities	\$ 19,184.00	\$ 34,413.00	\$ 35,801.00	\$ 37,197.00	\$ 38,600.00	\$ 40,012.00
LONG TERM LIABILITIES						
Notes Payable, Long-term						
Other						
E. Total Long Term Liabilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
F. TOTAL LIABILITIES (D + E)	\$ 19,184.00	\$ 34,413.00	\$ 35,801.00	\$ 37,197.00	\$ 38,600.00	\$ 40,012.00
OWNER'S EQUITY						
Paid in Capital						
Retained Equity	1,348,627.64	1,222,860.09	1,196,776.53	1,161,054.67	1,163,829.47	1,163,192.27
Other	2,825,658.92	2,924,119.00	2,732,119.00	2,540,119.00	2,348,119.00	2,156,119.00
Current Period Profit or Loss	40,395.93	-27,175.38	-30,563.38	7,940.32	4,537.32	125.32
G. TOTAL OWNER'S EQUITY	\$ 4,214,682.49	\$ 4,119,803.71	\$ 3,898,332.15	\$ 3,709,113.99	\$ 3,516,485.79	\$ 3,319,436.59
TOTAL LIABILITIES+EQUITY (F + G) = C	\$ 4,233,866.49	\$ 4,154,216.71	\$ 3,934,133.15	\$ 3,746,310.99	\$ 3,555,085.79	\$ 3,359,448.59
WORKING CAPITAL (A - D)	\$ 75,180.00	\$ 147,484.50	\$ 223,793.00	\$ 332,597.20	\$ 437,991.40	\$ 538,964.60
CURRENT RATIO (A / D)	4.9189	5.2857	7.2510	9.9415	12.3469	14.7401
DEBT TO EQUITY RATIO (F / G)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

PROJECTED NET INCOME INFORMATION						
(ENTER DATE OF YEAR END)	CURRENT(A) (2-31-18)	A-1 YEAR (2-31-19)	A-2 YEAR (2-31-20)	A-3 YEAR (2-31-21)	A-4 YEAR (2-31-22)	A-5 YEAR (2-31-23)
METER NUMBER						
Existing Number of Taps	7	8	8	8	8	8
New Taps Per Year	1	0	0	0	0	0
Total Meters at Year End	8	8	8	8	8	8
METER REVENUE						
Revenue per Meter (use for projections)	\$ 34,937.19	\$ 44,687.19	\$ 44,687.19	\$ 50,049.65	\$ 50,049.65	\$ 50,049.65
Expense per Meter (use for projections)	29,887.70	-48,084.11	-48,507.61	-49,057.11	-49,482.49	-50,033.99
Operating Revenue Per Meter	\$ 5,049.49	-\$ 3,396.92	-\$ 3,820.42	\$ 992.54	\$ 567.17	\$ 15.67
GROSS WATER REVENUE						
Revenues- Base Rate & Gallonage Fees	\$ 279,497.50	\$ 357,497.50	\$ 357,497.50	\$ 400,397.20	\$ 400,397.20	\$ 400,397.20
Other (Tap, reconnect, transfer fees, etc)						
Gross Income	\$ 279,497.50	\$ 357,497.50	\$ 357,497.50	\$ 400,397.20	\$ 400,397.20	\$ 400,397.20
EXPENSES						
General & Administrative (see schedule)	\$ 9,849.80	\$ 42,413.00	\$ 43,801.00	\$ 45,197.00	\$ 46,600.00	\$ 48,012.00
Operating (see schedule)	229,251.77	342,259.88	344,259.88	347,259.88	349,259.88	352,259.88
Interest						
Other (list)						
NET INCOME	\$ 40,395.93	-\$ 27,175.38	-\$ 30,563.38	\$ 7,940.32	\$ 4,537.32	\$ 125.32

PROJECTED EXPENSE DETAIL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 40,000.00
Office						
Computer						
Auto						
Insurance	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	85,000.00
Telephone						
Utilities						
Depreciation						
Property Taxes	19,413.00	19,801.00	20,197.00	20,600.00	21,012.00	101,023.00
Professional Fees						
Interest						
Other						
Total	\$ 42,413.00	\$ 43,801.00	\$ 45,197.00	\$ 46,600.00	\$ 48,012.00	\$ 226,023.00
% Increase Per projected Year	330.60%	3.27%	3.19%	3.10%	3.03%	0.00%
OPERATIONAL EXPENSES						
Salaries						
Auto	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	175,000.00
Utilities	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	300,000.00
Depreciation	105,259.88	105,259.88	105,259.88	105,259.88	105,259.88	526,299.40
Repair & Maintenance	115,000.00	116,000.00	117,000.00	118,000.00	119,000.00	585,000.00
Supplies	9,000.00	9,000.00	10,000.00	10,000.00	11,000.00	49,000.00
Interest						
Other	18,000.00	19,000.00	20,000.00	21,000.00	22,000.00	100,000.00
Total	\$ 342,259.88	\$ 344,259.88	\$ 347,259.88	\$ 349,259.88	\$ 352,259.88	\$ 1,735,299.40

PROJECTED SOURCES AND USES OF CASH STATEMENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
SOURCES OF CASH						
Net Income	\$ 0.00	\$ 0.00	\$ 7,940.32	\$ 4,537.32	\$ 125.32	\$ 12,602.96
Depreciation (If funded by revenues of system)	105,259.88	105,259.88	105,259.88	105,259.88	105,259.88	526,299.40
Loan Proceeds						
Other						
Total Sources	\$ 105,259.88	\$ 105,259.88	\$ 113,200.20	\$ 109,797.20	\$ 105,385.20	\$ 538,902.36
USES OF CASH						
Net Loss	\$ 27,175.38	\$ 30,563.38	\$ 0.00	\$ 0.00	\$ 0.00	\$ 57,738.76
Principle Portion of Pmts.						
Fixed Asset Purchase						
Reserve						
Other						
Total Uses	27,175.38	30,563.38	0.00	0.00	0.00	57,738.76
NET CASH FLOW	\$ 78,084.50	\$ 74,696.50	\$ 113,200.20	\$ 109,797.20	\$ 105,385.20	\$ 481,163.60
DEBT SERVICE COVERAGE						
Cash Available for Debt Service (CADS)						
A: Net Income (Loss)	-\$ 27,175.38	-\$ 30,563.38	\$ 7,940.32	\$ 4,537.32	\$ 125.32	-\$ 45,135.80
B: Depreciation, or Reserve Interest	105,259.88	105,259.88	105,259.88	105,259.88	105,259.88	526,299.40
C: Total CADS (A + B = C)	\$ 78,084.50	\$ 74,696.50	\$ 113,200.20	\$ 109,797.20	\$ 105,385.20	\$ 481,163.60
D: DEBT SERVICE (DS)						
Principle Plus Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
E: DEBT SERVICE COVERAGE RATIO						
CADS Divided by DS (E = C / D)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Supplemental Information

Part A, Question 1. - Please see Attachment 1, containing: (a) certified copy of the resolution of the Board of Directors of Mid-South Synergy approving the creation of MSEC Waste Water, Inc.; and (b) certified copy of the resolution of the Board of Directors of MSEC Enterprises, Inc., approving the transfer of the wastewater assets to MSEC Waste Water, Inc.

Part A, Question 2. – The Applicants request the transfer of all of the Transferor’s Sewer CCN to Transferee. Transferee currently does not have a Sewer CCN as it is a new entity.

Part B, Question 4. - See Attachment 4, which is a copy of the approved Sewer Tariff for MSEC Enterprises, Inc.

Part C, Question 6.D and 6.E – The Transferee is a new entity and has not yet filed Regulatory Assessment Fees or Annual Reports. However, the Transferor is current in payment of its Regulatory Assessment Fees, and the wastewater utility and assets to be transferred under this Application have been included in Transferor’s Annual Reports, which have been timely filed.

Part C, Question 7. – See Attachment 7, the Certificate of Filing for MSEC Waste Water, Inc.

Part D, Question 11.B. – See Attachment 11, an inventory list of assets to be transferred.

Part F, Question 22.B. There are two WQ permits currently held by MSEC Enterprises, Inc. These will be transferred to MSEC Waste Water, Inc.

(1) TCEQ Water Quality (WQ) Discharge Permit Number: WQ 14638-001
Name of Wastewater Facility: Montgomery Independent School District, Mid-South Synergy Operations Center
Name of Permittee: MSEC Enterprises, Inc.
Date of last TCEQ compliance inspection: October 14, 2015. Letter attached as Attachment 22.
Subdivisions served: Lone Star Elementary School (Montgomery Independent School District, and MSEC Officers (Operations Center)
Date of application to transfer permit submitted to TCEQ: June 7, 2019.

(2) TCEQ Water Quality (WQ) Discharge Permit Number: WQ 15341-001
Name of Wastewater Facility: Lake Creek High School, Oak Hills Junior High School, Keenan Elementary School
Name of Permittee: MSEC Enterprises, Inc.
Date of last TCEQ compliance inspection: Plant is new and has not been inspected by TCEQ since final approval.

Subdivisions served: Lake Creek High School, Oak Hill Junior High School, Keenan Elementary School

Date of application to transfer permit submitted to TCEQ: June 7, 2019

Part F, Question 28. – See Attachment 28, consisting of a list of operators.

Part G, Question 29. – See Attachment 29, consisting of a General Location Map showing the four geographic areas included in CCN No. 20984, and two (2) Large Scale Maps showing greater detail of the CCN areas.

**MSEC Enterprises, Inc. and MSEC Waste Water, Inc.
List of Attachments for STM Application**

Attachment 1:

- (a) Certified copy of resolution of Board of Directors of Mid-South Synergy, approving creation of MSEC Waste Water, Inc.;
- (b) Certified copy of resolution of Board of Directors of MSEC Enterprises, Inc., approving transfer of wastewater assets to MSEC Waste Water, Inc.

Attachment 4:

Copy of approved Sewer Tariff for MSEC Enterprises, Inc.

Attachment 7:

Certificate of Filing with Secretary of State of MSEC Waste Water, Inc.

Attachment 11:

Inventory of assets to be transferred.

Attachment 22:

TCEQ Inspection Letter dated March 1, 2016; WQ0014638-001.

Attachment 28:

List of name, class, and TCEQ license number of operators.

Attachment 29: General location (small scale) map identifying the areas to be transferred and detailed (large scale) map identifying the areas to be transferred.

**MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION,
D/B/A MID-SOUTH SYNERGY
Certified Copy of Board Resolution Authorizing
Formation and Organization of Wholly-Owned Subsidiary:
MSEC Waste Water, Inc.**

On motion duly made and seconded, the Board of Directors for Mid-South Electric Cooperative Association, d/b/a Mid-South Synergy ("Cooperative"), approved of the following resolutions:

WHEREAS, the Cooperative has considered issues related to its members in providing to its members and/or the public the service of waste water collection and treatment and any and all related service as the Board of Directors of the Cooperative may determine is in the best interest of the Cooperative to provide;

WHEREAS, competent information has been presented to the Board of Directors by officers, employees, and/or agents of Cooperative from which the Board of Directors finds it in the best interest of Cooperative to form and organize a wholly-owned subsidiary of Cooperative to provide said service(s), as follows: MSEC Waste Water, Inc., a Texas corporation;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager/CEO, President, Vice President, Secretary/Treasurer ["Authorized Officer(s)"], and/or his/her designee(s), are authorized, for and on behalf of Cooperative and in its name, to cause any and all agents, professionals, and/or representatives, including, but not limited to, attorneys and/or consultants, to prepare any and all documents needed, desired and/or recommended to form and organize said subsidiary, and to take any and all actions necessary to form and organize said subsidiary as Cooperative, its Authorized Officer(s), designee(s), agents, professionals, and/or representatives deem appropriate to effectuate the same.

BE IT FURTHER RESOLVED, that the Authorized Officer(s), and/or his/her designee(s), are authorized to sign, execute, certify to, verify, acknowledge, deliver, accept, file, record and do or cause to be done all such acts and things, to pay or cause to be paid all such costs and expenses, to execute and deliver in the name and on behalf of the Cooperative all documents, instruments and agreements, and to make changes, amendments, modifications or waiver thereto as the Authorized Officer(s), and/or his/her designee(s), may be deemed to be desirable or necessary in order to carry out and comply with the purposes and intent of the foregoing resolutions in all respects; and

BE IT FURTHER RESOLVED, that any persons dealing with the Authorized Officer(s), and/or his/her designee(s), in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such person(s) and by such person(s)' execution of any document or agreement, the same shall be valid and binding obligation of the Cooperative enforceable in accordance with its terms; and

BE IT FURTHER RESOLVED, that each and every action taken by Authorized Officer(s), and/or his/her designee(s), prior to the date of the adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date be hereby, ratified, approved, confirmed, and adopted in all respects; and

BE IT FURTHER RESOLVED, that the following persons shall be and are hereby appointed officers of the wholly-owned subsidiary of the Cooperative, MSEC Waste Water, Inc., for the offices indicated opposite the persons' names, to hold such office until such persons' successors are qualified and elected:

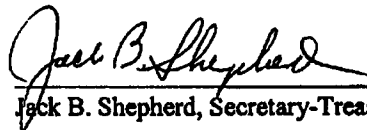
<u>Name</u>	<u>Title</u>
Kerry Kelton	President and CEO
Troy Morris	First Vice President
Mike McDougald	Second Vice President
Andrew Dallmeyer	Secretary-Treasurer

BE IT FURTHER RESOLVED, that these resolutions are to be interpreted in the broadest possible manner so as to facilitate the consummation of the transactions contemplated herein.

CERTIFICATION OF SECRETARY

I, Jack B. Shepherd, Secretary-Treasurer of Mid-South Electric Cooperative Association, d/b/a Mid-South Synergy, do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board of Directors of Mid-South Electric Cooperative Association, d/b/a Mid-South Synergy, held on the 18th day of April 2019, at which meeting a quorum was present and voted.

(Seal)



Jack B. Shepherd, Secretary-Treasurer

MSEC ENTERPRISES, INC.

**Certified Copy of Board Resolution Authorizing
Sale and Transfer of All Assets and Interests in Wastewater Utility
to MSEC Waste Water, Inc.**

On motion duly made and seconded, the Board of Directors for MSEC Enterprises, Inc.,
("MSEC Enterprises") approved of the following resolutions:

WHEREAS, on April 18, 2019, the Board of Directors of MSEC Enterprises' parent corporation, Mid-South Electric Cooperative Association, d/b/a Mid-South Synergy ("MSS"), authorized the General Manager/CEO, President, Vice President, Secretary/Treasurer ["Authorized Officer(s)"], and/or his/her designee(s) to form and organize a wholly-owned subsidiary of MSS, as follows: MSEC Waste Water, Inc., a Texas corporation;

WHEREAS, competent information has been presented to the Board of Directors of MSEC Enterprises by officers, employees, and/or agents of MSEC Enterprises from which said Board of Directors finds it in the best interest of MSEC Enterprises to sell and transfer any and all of MSEC Enterprises' assets and interest in, and customers of, its wastewater utility to MSEC Waste Water, Inc., including, but not limited to MSEC Enterprises' Sewer Certificate of Convenience and Necessity, No. 20984 ("Sewer CCN") issued by the Public Utility Commission of Texas ("PUCT"), MSEC Enterprises' Water Quality Permits issued by the Texas Commission on Environmental Quality ("TCEQ"), and any and all right, title and interest in and to real and/or personal property associated with said wastewater utility;

WHEREAS, the transfer of the assets of the wastewater utility to MSEC Waste Water, Inc., requires regulatory approval of the PUCT, and the transfer of the utility will be effectuated only upon the PUCT's approval of same;

WHEREAS, the transfer of the Water Quality Permits to MSEC Waste Water, Inc., requires regulatory approval of the TCEQ, and the transfer of such permits will be effectuated only upon the TCEQ's approval of same;

NOW, THEREFORE, BE IT RESOLVED, that the President / CEO, Vice President(s), Secretary-Treasurer ["Authorized Officer(s)"], and/or his/her designee(s), are authorized, for and on behalf of MSEC Enterprises and in its name, to cause any and all agents, professionals, and/or representatives, including, but not limited to, attorneys and/or consultants, to prepare any and all documents needed, desired and/or recommended to sell and transfer said assets and interests, including, but not limited to said Sewer CCN, and to take any and all actions necessary to effectuate the same as MSEC Enterprises, its Authorized Officer(s), designee(s), agents, professionals, and/or representatives deem appropriate.

BE IT FURTHER RESOLVED, that the Authorized Officer(s), and/or his/her designee(s), are authorized to sign, execute, certify to, verify, acknowledge, deliver, accept, file, record and do or cause to be done all such acts and things, to pay or cause to be paid all such costs and expenses, to execute and deliver in the name and on behalf of MSEC Enterprises all documents, instruments and agreements, and to make changes, amendments, modifications or waiver thereto as the Authorized Officer(s), and/or his/her designee(s), may be deemed to be desirable or necessary in order to carry out and comply with the purposes and intent of the foregoing resolutions in all respects, including, but not limited to, an Application for Sale, Transfer, or Merger with the PUCT and an application to transfer the Water Quality Permits with the TCEQ; and

BE IT FURTHER RESOLVED, that any persons dealing with the Authorized Officer(s), and/or his/her designee(s), in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such person(s) and by such person(s)' execution of any document or agreement, the same shall be valid and binding obligation of MSEC Enterprises enforceable in accordance with its terms; and


BE IT FURTHER RESOLVED, that each and every action taken by Authorized Officer(s), and/or his/her designee(s), prior to the date of the adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date be hereby, ratified, approved, confirmed, and adopted in all respects; and

BE IT FURTHER RESOLVED, that these resolutions are to be interpreted in the broadest possible manner so as to facilitate the consummation of the transactions contemplated herein.

CERTIFICATION OF SECRETARY

I, Andrew Dallmeyer, Secretary-Treasurer of MSEC Enterprises, Inc., do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board of Directors of MSEC Enterprises, Inc., held on the 18th day of April 2019, at which meeting a quorum was present and voted.

(Seal)



Andrew Dallmeyer, Secretary-Treasurer



SEWER UTILITY TARIFF
Docket Number: 44740

MSEC Enterprises, Inc.
(Utility Name)

P.O. Box 970
(Business Address)

Navasota, Texas 77868
(City, State, Zip Code)

(936) 825-5100
(Area Code/Telephone)

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

20984

This tariff is effective in the following county:

Montgomery

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

None.

This tariff is effective in the following subdivisions or systems:

Montgomery Independent School District, Mid-South Synergy Operations Center: WQ14638-001
Lake Creek High School, Oak Hill Junior High School, Keenan Elementary School: WQ0015341001

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):

SECTION 1.0 -- RATE SCHEDULE.....	2
SECTION 2.0 -- SERVICE RULES AND POLICIES.....	4
SECTION 3.0 -- EXTENSION POLICY	9
APPENDIX A -- SAMPLE SERVICE AGREEMENT	13

MSEC Enterprises, Inc.

Sewer Utility Tariff Page No. 2

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
3/4" or 1"	\$40.00 (Includes 0 gallons) (residential)	\$3.25 per 1000 gallons
1"	\$100.00 (Includes 0 gallons) (commercial)	\$3.25 per 1000 gallons
1 1/2"	\$200.00 (Includes 0 gallons)	\$3.50 per 1000 gallons
2"	\$275.00 (Includes 0 gallons) (Standard Commercial - small business)	\$3.50 per 1000 gallons
3"	\$500.00 (Includes 0 gallons) (Non-Standard Commercial)	\$3.50 per 1000 gallons

Volume charges are determined based on average consumption for winter period which includes the following months: November, December, January and February

Rates for Lake Creek High School, Oak Hill Junior High School and Keenan Elementary School only:

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
8"	\$8,046.00 (Includes 0 gallons) (commercial)	\$5.50 per 1000 gallons
10"	\$12,739.50 (Includes 0 gallons) (commercial)	\$5.50 per 1000 gallons

Docket No. 44740

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%
 PUBLIC UTILITY COMMISSION (PUC) RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT FEE TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

Section 1.02 – Miscellaneous Fees

TAP FEE \$1300.00
 TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" METER PLUS UNIQUE COSTS AS PERMITTED BY PUC RULE AT COST.

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

LARGE METER TAP FEE Actual Cost
 TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

Docket No. 44740

SECTION 1.0 -- RATE SCHEDULE (Continued)

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) Non-payment of bill (Maximum \$25.00)..... \$25.00
- b) Customer's request that service be disconnected \$30.00

TRANSFER FEE \$25.00

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

LATE CHARGE 10%

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

RETURNED CHECK CHARGE..... \$25.00

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

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

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT..... 1/6TH EST. ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

WHEN AUTHORIZED IN WRITING BY THE COMMISSION AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC 24.21(b)(2)(F)]

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.

MSEC Enterprises, Inc.

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SECTION 2.0 - SERVICE RULES AND REGULATIONS

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 2.01 - Application for Sewer Service

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

Section 2.02 – Refusal of Service

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

Section 2.03 – Fees and Charges and Easements Required Before Service Can Be Connected(A) Customer Deposits

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

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the Utility or another water or sewer utility that 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. Deposits from non-residential customers may be held as long as that customer takes service.

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MSEC Enterprises, Inc.

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SECTION 2.0 - SERVICE RULES AND REGULATIONS (Continued)

(B) Tap or Reconnect Fees

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

Fees in addition to the regular tap fee may be charged to cover unique costs not normally incurred as permitted by TAC 24.86(a)(1)(C) if they are listed on this approved tariff. For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

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

Section 2.04 - Utility Response to Applications for Service

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

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

Section 2.05 - Customer Responsibility

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

Section 2.06 Access to Customer's Premises

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

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SECTION 2.0 - SERVICE RULES AND REGULATIONS (Continued)

Section 2.07 - Back Flow Prevention Devices

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

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

Section 2.10 - Billing

(A) Regular Billing

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

(B) Late Fees

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

(C) Information on Bill

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

(D) Prorated Bills

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

Docket No. 44740

SECTION 2.0 - SERVICE RULES AND REGULATIONS (Continued)

Section 2.11 - Payments

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

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

Section 2.12 - Service Disconnection

(A) With Notice

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

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

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

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the commission rules.

Section 2.13 - Reconnection of Service

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

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

Section 2.14 - Service Interruptions

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

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MSEC Enterprises, Inc.

Sewer Utility Tariff Page No. 8

SECTION 2.0 - SERVICE RULES AND REGULATIONS (Continued)

Section 2.15 - 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 Commission, the Utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.16 - Customer Complaints and Disputes

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

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.

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 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

MSEC Enterprises, Inc.

Sewer Utility Tariff Page No. 9

SECTION 3.0 - EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

Line Extension and Construction Charges. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

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

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

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

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

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

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

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

Exceptions may be granted by the PUC if:

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

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

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MSEC Enterprises, Inc.

Sewer Utility Tariff Page No. 10

SECTION 3.0 - EXTENSION POLICY (continued)

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

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

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

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with the TCEQ minimum design criteria for facilities used in the production, collection, transmission, pumping, or treatment of sewage or the 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.

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

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC 24.86(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC 24.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

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

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

Docket No. 44740

SECTION 3.0 - EXTENSION POLICY (continued)

Section 3.04 - Appealing Connection Costs

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

Section 3.05 - Applying for Service

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

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the utility's nearest service main with adequate capacity to service the applicant's full potential service demand.

Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the utility. If no agreement on location can be made, the applicant may refer the matter to the commission for resolution.

Section 3.06 - Qualified Service Applicant

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

Docket No. 44740

MSEC Enterprises, Inc.

Sewer Utility Tariff Page No. 12

SECTION 3.0 - EXTENSION POLICY (continued)

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

Section 3.07 - Developer Requirements

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

Docket No. 44740

0000019

**MID SOUTH
Synergy
Water Resources**

SEWER SERVICE AGREEMENT

The following are the terms of the service agreement between MSEC Enterprises, Inc. and _____ (the Customer).

I. PURPOSE.

The Utility owned and/or operated by MSEC Enterprises, Inc., doing business as Mid-South Synergy Water Resources, is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The Utility enforces these restrictions to ensure the public health and welfare. Each Customer must sign this agreement before MSEC Enterprises will begin service. In addition, when service to an existing connection has been suspended or terminated, the Utility will not re-establish service unless it has a signed copy of this agreement.

II. PLUMBING CODE.

The Utility adopts the International Plumbing Code pursuant to Texas Commission on Environmental Quality (TCEQ) Rule 290.46(l). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the Uniform Plumbing Code and any other federal, state, and/or local regulations.

III. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

Revised 07/2015

0000020

IV. TERMS.

A. The Utility will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Utility.

B. The Customer shall allow his/her property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Utility or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Utility's normal business hours.

C. The Utility shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

E. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the Utility. Copies of all testing (including annual retesting if required) and maintenance records shall be provided to the Utility.

V. ENFORCEMENT.

If the Customer fails to comply with the terms of the Service Agreement, the Utility may, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associate with the enforcement of this agreement shall be billed to the Customer and the Customer by signing this Agreement agrees to be bound by the terms of this Service Agreement and to pay all costs incurred by the Utility related to the installation of any backflow prevention devices.

CUSTOMER'S NAME (Please Print): _____

CUSTOMER'S SIGNATURE: _____

DATE: _____

Revised 07/2015

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Attachment 7
David Whitley
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**MSEC Waste Water, Inc.
File Number: 803298779**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/22/2019

Effective: 04/22/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Phone: (512) 463-5555
Prepared by: Melissa Kerr

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 883732020004

<u>GL PLANT ACCOUNT NAME</u>	<u>PLANT ACCT</u>	<u>REC #</u>	<u>DESCRIPTION</u>
FENCES-WASTEWATER	334.10	1	FENCES
FENCES-WW LAKECREEK	334.10	1	LAKECREEK LIFT STAT & FORCE MAIN
FENCES-WW LAKECREEK	334.10	2	SBR PLANT
ORGANIZATION -WASTEWATER	351.00	1	ORGANIZATION -WASTEWATER
MASONRY OR METAL STRUCTURES -WW	354.00	1	METAL BUILDINGS
MASONRY/METAL STRUCTURES -WW LAKE	354.00	1	SBR PLANT
PLANT ACCESS ROADS -WASTEWATER	357.00	1	PLANT ACCESS ROAD
PLANT ACCESS ROADS -WASTEWATER	357.00	2	DRIVEWAY RESURFACE -2854 WASTEWATER
PLANT ACCESS ROADS -WW LAKECREEK	357.00	1	LAKECREEK 15" WIDE DRIVEWAY
PLANT ACCESS ROADS -WW LAKECREEK	357.00	2	SBR PLANT
COLLECTION SEWERS -FORCE	360.00	1	COLLECTION SEWER -FORCE
COLLECTION SEWERS -FORCE	360.00	3	LONESTAR COMPLEX
COLLECTION SEWERS -FORCE LAKE	360.00	1	LAKECREEK LIFT STAT & FORCE MAIN
COLLECTION SEWER -GRAVITY	361.00	1	COLLECTION SEWER-GRAVITY
FLOW-MEASURING DEVICES-WW	363.00	1	FLOW-MEASURING DEVICE-WW
RECEIVING WELLS/MANHOLES-WW	364.00	1	RECEIVING WELLS/MANHOLES-WW
RECEIVING WELLS/MANHOLES-WW LAKE	364.00	1	LAKECREEK LIFT STAT & FORCE MAIN
RECEIVING WELLS/MANHOLES-WW LAKE	364.00	2	SBR PLANT
LIFT STATION PUMPS 5HP OR LESS	365.00	1	LIFT STATION PUMP 5HP OR LESS
LIFT STATION PUMPS 5HP OR LESS	365.00	2	ZOELLEN GRINDER PUMP -2HP
LIFT STATION PUMPS 5HP OR LESS	365.00	3	ZOELLEN GRINDER PUMP -2HP
LIFT STATION PUMP>5HP LAKECREEK	366.00	1	LAKECREEK 7.5HP PUMP
LIFT STATION PUMP>5HP LAKECREEK	366.00	2	SBR PLANT
CHLORINATION/AMMONIA EQUIP-WW	372.00	1	CHLORINATION/AMMONIA EQUIP -WW
CHLORINATION/AMMONIA EQUIP-WW	372.00	2	25 PPD HYDRO EJECTOR
CHLORINATION/AMMONIA EQUIP-LAKE	372.00	1	SBR PLANT
OUTFALL SEWER LINES	380.00	1	OUTFALL SEWER LINES
PLANT SEWERS	389.00	1	PLANT SEWER
PLANT SEWERS -LAKECREEK	389.00	1	LAKECREEK DISCHARGE PIPING
PLANT SEWERS -LAKECREEK	389.00	2	SBR PLANT
SCADA EQUIPMENT -WW LAKECREEK	391.10	1	LAKECREEK SCADA PANEL
SCADA EQUIPMENT -WW LAKECREEK	391.10	2	SBR PLANT
LAND AT LONESTAR PLANT	353.00		LAND AT LONESTAR PLANT

TRANSPORTATION EQUIPMENT/VEHICLE	341.00	9 GENERATOR UNIT 504
TRANSPORTATION EQUIPMENT/VEHICLE	341.00	6 STATELINE GENERATOR #545
TRANSPORTATION EQUIPMENT/VEHICLE	341.00	7 2016 KOHLER GENERATOR 40KW #544

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 1, 2016

CERTIFIED MAIL 7014 0510 0001 2633 8241
RETURN RECEIPT REQUESTED

Jon Blakley, Operations Supervisor
MSEC Enterprises, Inc.
P.O. Box 1268
Montgomery, TX 77356

Re: Notice of Violation for Compliance Evaluation Investigation at: MSEC Wastewater Treatment Plant, 16550 FM 2854, Montgomery, Montgomery County, Texas
TCEQ ID No.: WQ0014638-001, EPA ID No.: TX0128121

Dear Mr. Blakley:

On October 14, 2015, Mr. Dustin Roberts of the Texas Commission on Environmental Quality (TCEQ) Houston Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable water quality requirements. Enclosed is a summary which lists the investigation findings. During the investigation, one concern was noted which was an alleged noncompliance. Through subsequent corrective action, and written documentation, the noncompliance has been resolved as a Resolved Violation. No further action is required.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. Self-reported violations may be subject to enforcement, including penalties, upon review by the Enforcement Division.

If you or members of your staff have any questions, please feel free to contact Mr. Dustin Roberts in the Houston Region Office at (713) 767-3631.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Sears".

Elizabeth Sears
Team Leader
Water Quality Management

EWS/DAR/ci

Enclosure(s): Summary of Investigation Findings

cc: John Wright, Environmental Reporting and Compliance Manager, Hays Utility North, P.O. Box 1268, Montgomery, TX 77356

Thomas Barnett, Water/WW Compliance Officer, Mid-South Synergy, P.O. Box 1266, Montgomery, TX 77356

TCEQ Region 12 • 5425 Polk St., Ste. H • Houston, Texas 77023-1452 • 713-767-3500 • Fax 713-767-3520

Austin Headquarters: 512-239-1000 • tceq.texas.gov • How is our customer service? tceq.texas.gov/customerurvey

PRINTED ON RECYCLED PAPER USING SOY INK

Summary of Investigation Findings

MSEC WWTP , MONTGOMERY COUNTY, Additional ID(s): WQ0014638001 TX0128121	Investigation # 1308287 Investigation Date: 10/14/2015
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ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 594670

30 TAC Chapter 305.125(1)

Alleged Violation:

Investigation: 1308287

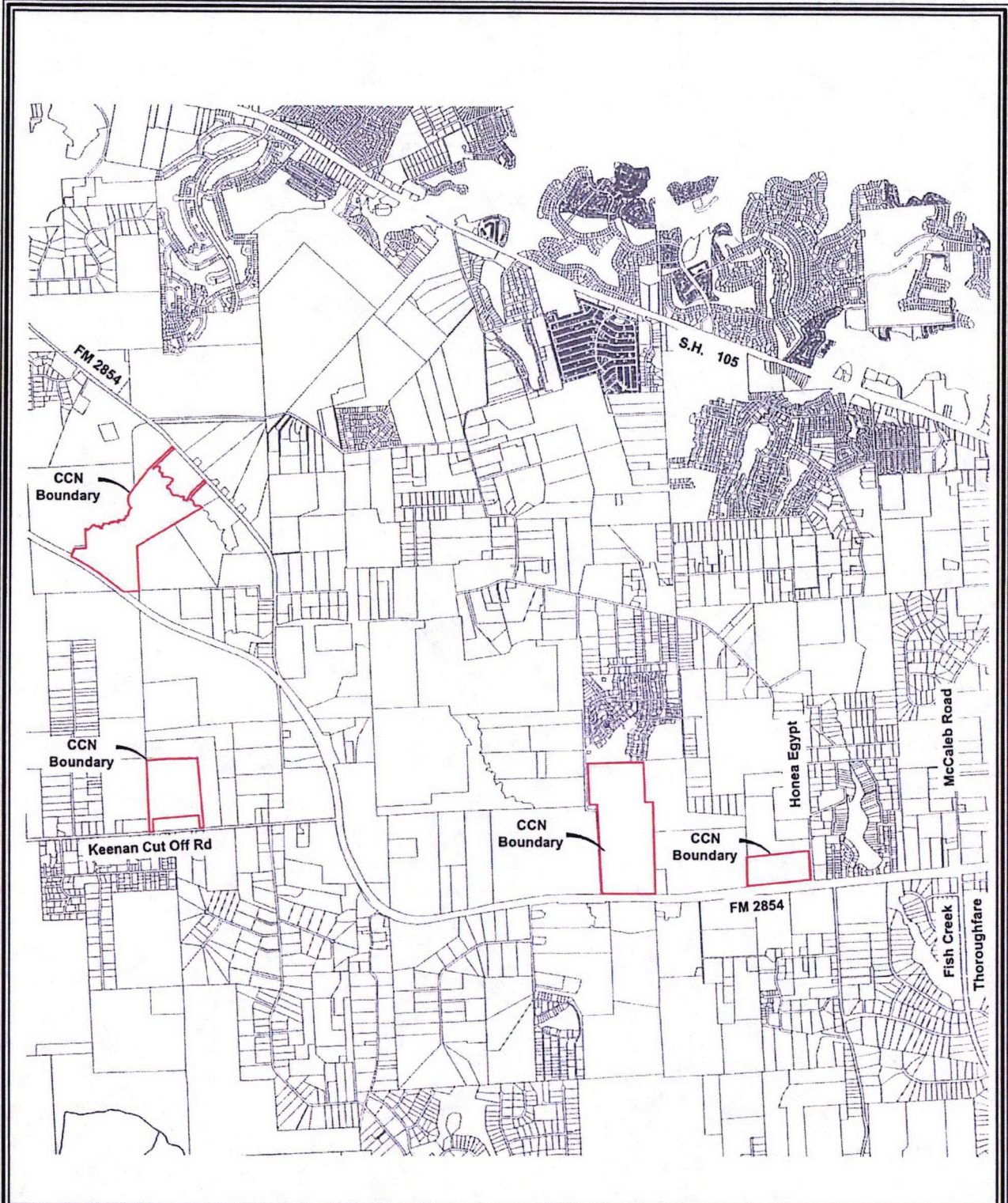
Comment Date: 02/04/2016

Failed to maintain compliance with the permitted effluent limits. Specifically, the grab sample collected during the investigation was not compliant with the single grab minimum limit of 6 standard units for pH. The result of the pH analysis was 2.92 standard units.

Recommended Corrective Action: Compliance with the permitted effluent limits must be maintained. Submit documentation describing the action taken to prevent the recurrence of pH violations.

Resolution: Documentation was received on February 3, 2016, indicating compliance with pH permit limits

Wastewater		
Operator	Level	Lic.No.
Adam Reinke	D	WW0061182
Dale DeLatte	B	WW0004715
Dillan Coleman	D	WW0061183
Dustin Gatlin	C	WW0054436
Jimmy Hutson	B	WW0052886
Jonathan Blakley	B	WW0052623
Josh Turknett	B	WW0058753
Luke Krizan	D	WW0062132
Thomas Barnett	C	WW0053970



DATE: 06/06/2019
 DRAWN BY: JLR
 DESIGNED BY: JLR

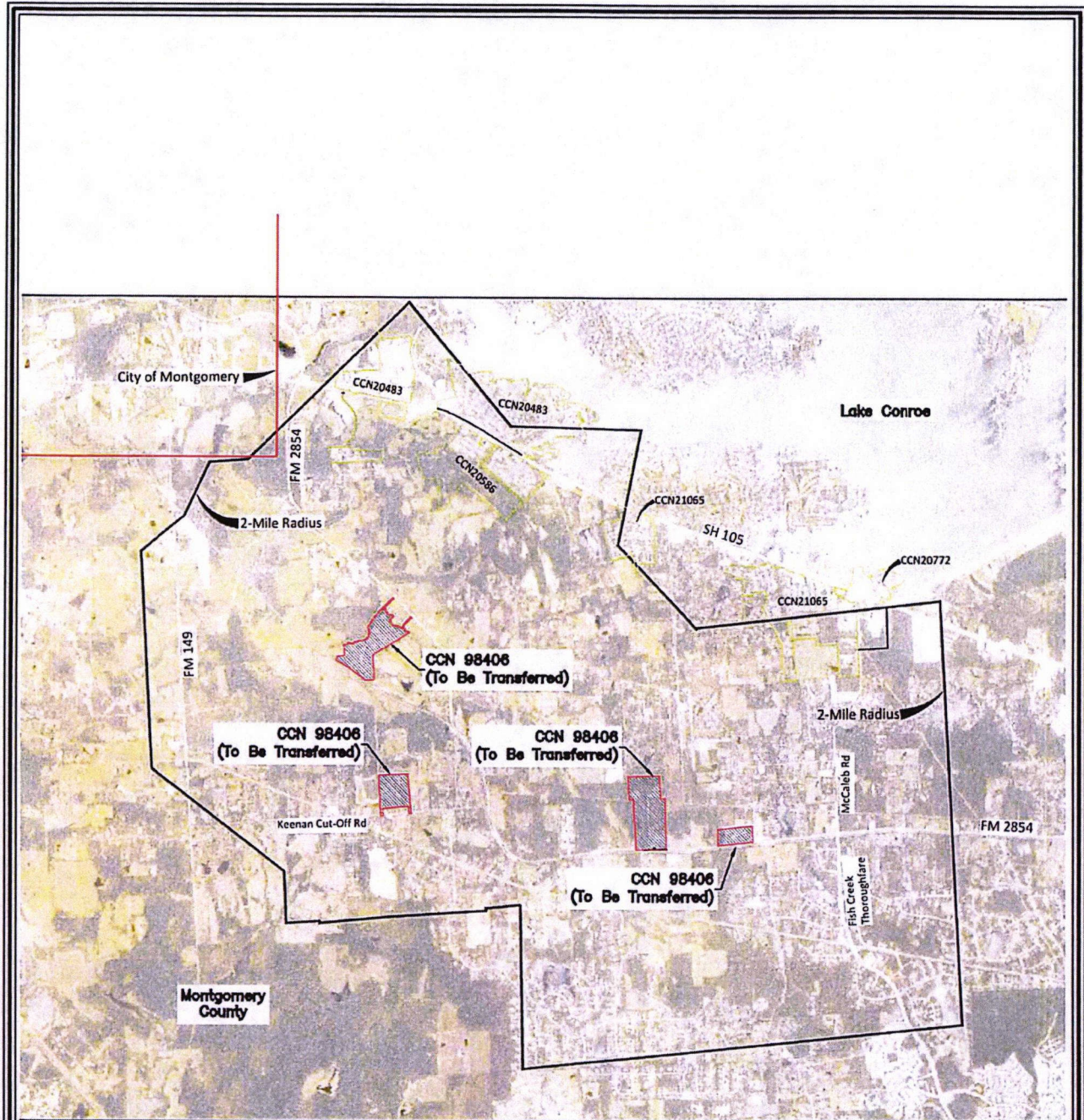


McCLURE & BROWNE
ENGINEERING/SURVEYING, INC.
 1008 Woodcreek Drive, Suite 103
 College Station, Texas 77845
 (979) 693-3836
 Firm Reg. No. F-458



Scale: 1" = ±6,000'

GENERAL LOCATION MAP
Sewer CCN Transfer
MSEC Enterprises, Inc.
CCN 20984



DATE: 06/06/2019
DRAWN BY: JLR
DESIGNED BY: JLR



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Firm Reg. No. F-458



Scale: 1" = ±6,000'

Sewer CCN Transfer
MSEC Enterprises, Inc.
CCN 20984



DATE: 06/06/2019

DRAWN BY: JLR

DESIGNED BY: JLR



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ENGINEERING/SURVEYING, INC.

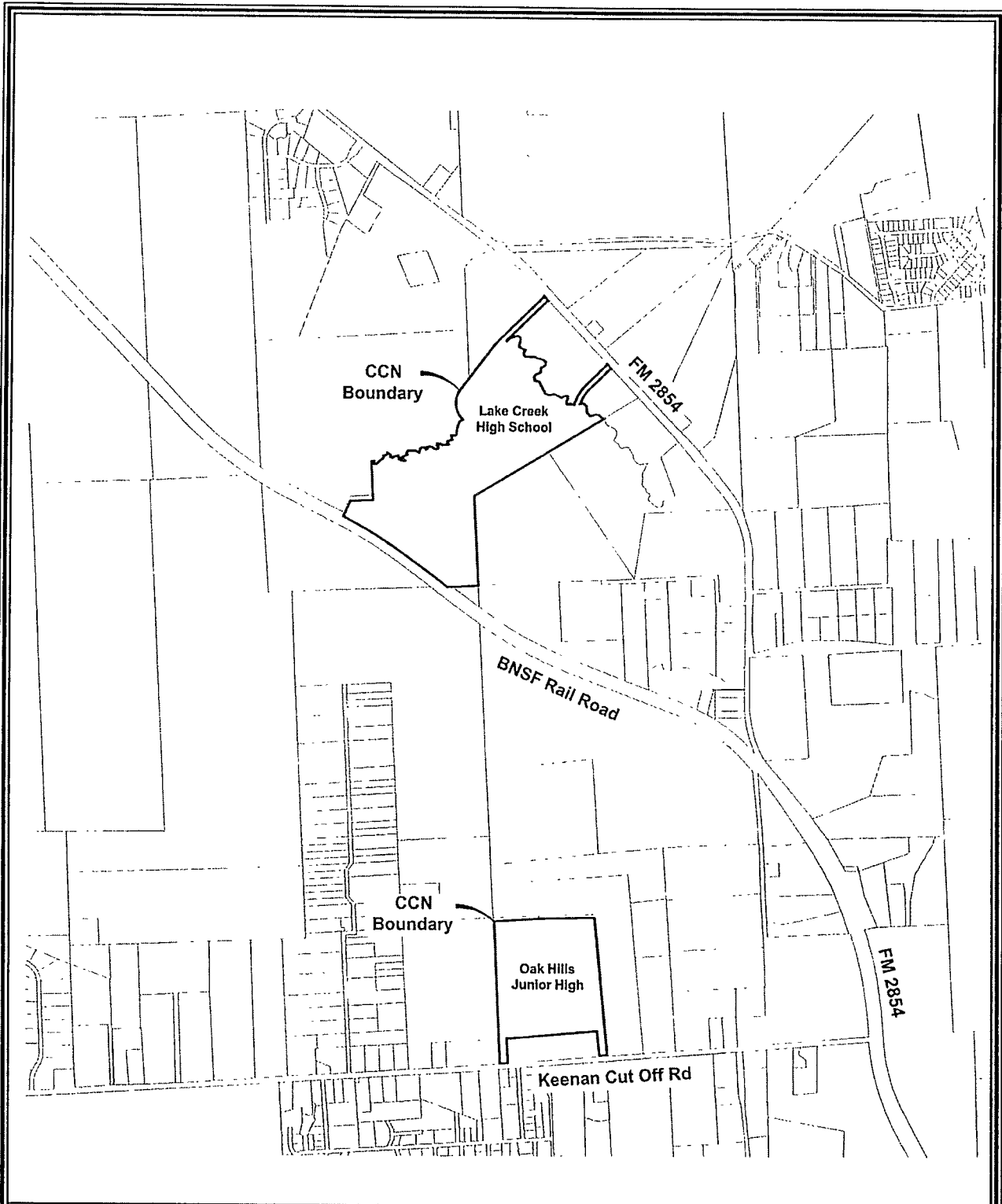
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(979) 693-3838
Firm Reg. No. F-458



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Sewer CCN Transfer
MSEC Enterprises, Inc.
CCN 20984

Page 1 of 1



DATE: 05/07/2019
DRAWN BY: JLR
DESIGNED BY: JLR



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