



## Filing Receipt

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**SOAH DOCKET NO. 473-21-0946.WS**  
**PUC DOCKET NO. 50721**

***Application of Crystal Clear Water, Inc. for Authority to Change Rates***

**AFFIDAVIT OF ANNA GIVENS**

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF TRAVIS    §**

ON THIS DAY, before me, the undersigned authority, personally appeared Anna Givens who on her oath stated as follows:

1. My name is Anna Givens. I am a CPA licensed to practice in Texas and I am employed as Director, Financial Review in the Rate Regulation Division of the Public Utility Commission of Texas.
2. I am at least 21 years of age, fully competent, and authorized to make the statements herein. Additionally, I have personal knowledge of the facts stated herein, and they are true and correct to the best of my knowledge.
3. On April 8, 2020, Crystal Clear Water, Inc. (Crystal Clear) filed an application to change rates for water service (Application). On December 30, 2020, the Commission referred the Application to the State Office of Administrative Hearings (SOAH).
4. On July 15, 2021, all parties to the proceeding reached a unanimous settlement agreement on rates and the mediators reported to the presiding SOAH administrative law judge (ALJ) that the parties reached an agreement in principle.
5. The Unanimous Stipulation and Settlement Agreement (Agreement) is entered into by the parties in this proceeding, who are the Staff (Staff) of the Public Utility Commission of Texas (Commission), Crystal Clear Water, Inc. (Crystal Clear), and intervenors (Intervenors) through their duly authorized representatives (collectively, Signatories).
6. Crystal Clear demonstrated that the public water systems Lakeline Acres, Glenshores, Airport, and Whispering Ridge are substantially similar systems. Therefore, henceforth the four public water systems will share a single tariff (Tariff), including for future rate change applications.
7. The Signatories agreed and acknowledged that Crystal Clear is authorized to charge the rates suspended by the Commission ALJ in Order No. 8 as of August 23, 2021, which are higher than the settled upon rates memorialized in the Tariff accompanying the Agreement as Attachment B. However, in a show of good faith, Crystal Clear agreed with Staff and Intervenors to file an Unopposed Motion for Interim Rates at SOAH to charge the settled upon rates, contemplated in the Agreement, rather than the proposed rates.

8. Crystal Clear should be allowed to implement the retail water utility rates and other Tariff amendments as memorialized in the Tariff included as Attachment B to the Agreement. The effective date of such revised Tariff will be the date provided by the Commission when it issues the Final Order in this proceeding approving the rates contained in the Tariff. The rates in the Tariff included in the Agreement as Attachment B are just and reasonable and consistent with the public interest.
9. The Signatories agreed as a result of settlement negotiations that it is not necessary for Crystal Clear to implement a refund, credit, or surcharge to return or collect amounts recovered under the rates effective August 23, 2021.
10. The Signatories agree that Crystal Clear's reasonable and necessary annual revenue requirement is \$178,512.
11. The Signatories agree that Crystal Clear's invested capital (Rate Base), as of December 31, 2019, of \$155,855 is reasonable and in the public interest. The Rate Base includes \$138,404 of net plant in service, and \$17,451 of cash working capital. A listing of all assets included in plant in service as of the end of the test year is included in the Agreement as Attachment C.
12. The Signatories agree that Crystal Clear should be allowed to implement the other tariff provisions included in Attachment B to the Agreement. Attachment B to the Agreement should be the governing water utility rates, terms, and conditions for Crystal Clear's current and future ratepayer customers.
13. The Signatories agree that Crystal Clear's overall rate of return will be 6.34%.
14. The Signatories agree that Crystal Clear is entitled to recover \$28,000 in rate-case expenses. These rate-case expenses shall be recovered through a surcharge to Crystal Clear's ratepayers over a period of 12 months.
15. The Signatories acknowledge that Crystal Clear has a loan from Robert Payne with an outstanding balance of \$535,294.42 at the end of the test year.
16. Commission Staff reviewed Crystal Clear's application in this proceeding, and I recommend approval of this Agreement.

*Anna Givens*

Anna Givens  
Director, Financial Review  
Rate Regulation Division  
Public Utility Commission of Texas

**SUBSCRIBED AND SWORN** before me, on this the 1st day of September, 2021.

*Jacquelyn L. Caldwell*  
NOTARY PUBLIC in and for the State of Texas.

