



## Filing Receipt

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

Pursuant to Texas Water Code § 13.301 and 16 Texas Administrative Code § 24.239

## 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:** Fremont Water Co.  
*(selling entity)*

**CCN No.s:** 12821

Sale    
  Transfer    
  Merger    
  Consolidation    
  Lease/Rental

**Transferee:** CSWR-Texas Utility Operating Company, LLC  
*(acquiring entity)*

**CCN No.s:** 13290

Water    
  Sewer    
  All CCN    
  Portion CCN    
  Facilities transfer

**County(ies):** Kerr

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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 checked="" type="checkbox"/> Partnership Agreement <b>LLC Agreement</b>   | Part C: Question 7                |
| <input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)             | Part C: Question 7                |
| <input checked="" type="checkbox"/> Certificate of Account Status                | Part C: Question 7                |
| <input checked="" 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 checked="" type="checkbox"/> Capital Improvement Plan                     | Part C: Question 10               |
| <input 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:

CSWR - Texas Utility Operating Company, LLC ("CSWR Texas") will purchase all utility assets owned by Fremont Water Co. ("Fremont") for purposes of operating its water and/or wastewater system under CCN No. 12821 as identified in Attachment A, which is a copy of the purchase agreement between CSWR Texas' affiliate, Central States Water Resources, Inc. ("Central States") and Fremont. See Attachment B for a copy of the corporate organizational chart of CSWR Texas' upstream ownership.

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

For **Transferee** (Purchaser) CCN:

For **Transferor** (Seller) 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

- 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: Fremont Water Co.  
(individual, corporation, or other legal entity)

Individual     Corporation     WSC     Other: \_\_\_\_\_

B. Mailing Address: P.O. Box 291937

Kerrville, TX 78028-1937

Phone: (830) 895-0497      Email: jackcody@windstream.net

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: Fred R. Gregory      Title: Owner

Mailing Address: PO Box 291937, Kerrville, TX 78028-1937

Phone: (830) 285-3106      Email: jackcody@windstream.net

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:    **See Attachment C.**

A. Effective date for most recent rates: January 18, 2019

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: PUC Docket No. 48683

**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 58
- # 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: CSWR-Texas Utility Operating Company, LLC  
(individual, corporation, or other legal entity)  
 Individual  Corporation  WSC  Other: LLC

B. Mailing Address: 1650 Des Peres Rd., Suite 303, St. Louis, Missouri 63131

Phone: (314) 736-4672 Email: regulatory@cswrgroup.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: Evan D. Johnson Title: Local Counsel

Address: Coffin Renner LLP, 1011 West 31st Street, Austin, Texas 78705

Phone: (512) 879-0972 Email: evan.johnson@crtblaw.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): \_\_\_\_\_
- 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): Limited Liability Company. A copy of the LLC Operating Agreement is attached as Attachment E. See also Attachment F.

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

Name: The transferee does not operate under a d/b/a.

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: CSWR-Texas Utility Operating Company, LLC (See Attachment B for a corporate organizational chart)

Position: Member Ownership % (if applicable): 100.00%

Address: 1650 Des Peres Rd., Suite 303, St. Louis, Missouri 63131

Phone: (314) 736-4672 Email: regulatory@cswrgroup.com

Name: Josiah Cox

Position: President; CSWR, LLC Ownership % (if applicable): 0.00%

Address: 1650 Des Peres Rd., Suite 303, St. Louis, Missouri 63131

Phone: (314) 736-4672 Email: jcox@cswrgroup.com

Name: Tom Rooney

Position: Chairman; CSWR, LLC Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: Dan Standen

Position: Board Member; CSWR, LLC Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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.

**See Attachments F & G.**

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.

See Attachments F, G, H, I & J.

**Part D: Proposed Transaction Details**

11. A. Proposed Purchase Price: \$ \_\_\_\_\_ See Attachment A.

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: \$ \_\_\_\_\_

See Attachment K for the requested financial information.

Accumulated Depreciation: \$ \_\_\_\_\_

Net Book Value: \$ \_\_\_\_\_

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: \$ \_\_\_\_\_ 0.00

Accumulated Amortization: \$ \_\_\_\_\_ 0.00

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: \$ \_\_\_\_\_ 0.00

Accumulated Amortization: \$ \_\_\_\_\_ 0.00

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 See Attachments H, I, I-1 and J.

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

To the extent it is determined that improvements need to be made to the system, funds will be provided by a mix of equity and debt financing. Equity financing will be provided through an infusion from CSWR Texas' ultimate parent company CSWR, LLC ("CSWR"), of which Central States is the sole manager. A copy of the corporate organizational chart is provided as Attachment B. The source of debt financing will be determined after acquisition of the system. The exact timeline for construction has not yet been determined as approval from TCEQ will be sought as necessary following the acquisition, but CSWR Texas plans to move as quickly as possible to address any known issues on the system upon closing of the acquisition.

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

The acquired system would benefit from the transition to a stable, long-term management team willing to make necessary investments to improve the system. See Responses to Questions Nos. 14, 16, 17 and 20 in Attachment K. For these reasons, the sale of assets promotes the interests of the public generally and benefits the transferring utility's customers.

**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:           | \$ _____ | <b>See Attachment K for the requested financial information.</b>                    |
| Accumulated Depreciation of Plant:  | \$ _____ |   |
| Cash:                               | \$ _____ |   |
| Notes Payable:                      | \$ _____ |   |
| Mortgage Payable:                   | \$ _____ |   |
| (Proposed) Acquisition Adjustment*: | \$ _____ |   |
| Other (NARUC account name & No.):   | _____    | * Acquisition Adjustments will be subject to review under 16 TAC § 24.41(d) and (e) |
| 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.)

CSWR Texas will adopt existing rates of service, including any temporary rates and surcharges that reflect the system's current cost of service and revenue requirement. CSWR Texas plans to continue the existing rates and surcharges until it files its next base rate proceeding. See Attachment C for a copy of the existing tariff.

**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:

CSWR Texas plans to file an application to change rates after the system is acquired if operating expenses exceed revenue from rates or if current rates fail to provide a reasonable rate of return.



**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:

See Attachment K.

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.

See Attachment K.

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:

CSWR Texas will operate the system to ensure it is in compliance with all environmental regulations. CSWR Texas is not aware of any negative impacts or disruptions to the environment or land that would result from the transaction.

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

See Attachment K.

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:

City of Kerrville (CCN 12928); Woods WSC (CCN 11879); Aqua Texas (CCN 13254); Split Rock Water System (CCN 12068)

**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: 1330153 (7 digit ID)

Name of PWS: Fremont Water

Date of last TCEQ compliance inspection: January 17, 2017 (attach TCEQ letter) **See Attachment I.**

Subdivisions served: Homestead @ turtle creek, crystal land water system

B. For Sewer service:

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

Name of Wastewater Facility: \_\_\_\_\_

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  | 1  | 2"                       |  | Residential |
| 2                        | 5/8" or 3/4" |    | 3"                       |  | Commercial  |
| 56                       | 1"           |    | 4"                       |  | Industrial  |
|                          | 1 1/2"       |    | Other                    |  | Other       |
| Total Water Connections: |              | 59 | Total Sewer Connections: |  |             |

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: |
|---|----------------------------|-----------------|
| See Attachments I and J                 |                            |                 |
|   |                            |                 |
|   |                            |                 |

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: **See Attachment J.**

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 |
|--|-------|-------------|----------------|
| Zachary King                                 | C     | WG-0010543  | Water          |
| Timothy Young                                | A     | WO-0029245  | Water          |
| Professional General Management Services Inc |       | WC0000203   | Water          |
|  |       |             |                |

**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: **See Attachments L & M**

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: 137.00

Number of customer connections in the requested area: 58

Affected subdivision : Homestead @ turtle creek & Crystal land water system

The closest city or town: Kerrville

Approximate mileage to closest city or town center: 0

Direction to closest city or town: West

The requested area is generally bounded on the North by: Saddleclub Drive

on the East by: Bandera Highway

on the South by: Saddleclub Drive

on the West by: Comanche Trace Golf Course

31. A copy of the proposed map will be available at: At CSWR Texas' offices and upon request.

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 Kerr

I, Fred Gregory being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as

(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.

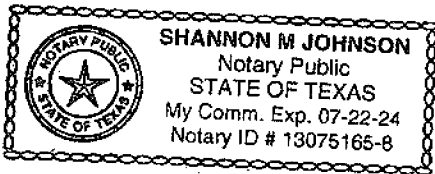
I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney 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.

\* Fred Gregory  
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 25 of January, 2021

SEAL



Shannon M. Johnson  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Shannon M. Johnson  
PRINT OR TYPE NAME OF NOTARY

My commission expires: July 22, 2024

**Oath for Transferee (Acquiring Entity)**

STATE OF MISSOURI

COUNTY OF ST. LOUIS

I, Josiah Cox being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as Manager of CSWR-Texas Utility Operating Company, LLC  
(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 § 24.239 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 Missouri  
this day the 10th of August, 2021

SEAL



MERANDA K. KEUBLER  
My Commission Expires  
November 13, 2022  
St. Louis County  
Commission #14631407

Meranda K. Keubler  
NOTARY PUBLIC IN AND FOR THE  
STATE OF MISSOURI

Meranda K. Keubler  
PRINT OR TYPE NAME OF NOTARY

My commission expires: 11/13/2022

See Attachment F & G.

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<br>(ENTER DATE OF YEAR END) | CURRENT(A)<br>( - - ) | A-1 YEAR<br>( - - - ) | A-2 YEAR<br>( - - - ) | A-3 YEAR<br>( - - - ) | A-4 YEAR<br>( - - - ) | A-5 YEAR<br>( - - - ) |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>CURRENT ASSETS</b>                                 |                       |                       |                       |                       |                       |                       |
| Cash  |                       |                       |                       |                       |                       |                       |
| Accounts Receivable                                   |                       |                       |                       |                       |                       |                       |
| Inventories   |                       |                       |                       |                       |                       |                       |
| Other   |                       |                       |                       |                       |                       |                       |
| <b>A. Total Current Assets</b>                        |                       |                       |                       |                       |                       |                       |
| <b>FIXED ASSETS</b>                                   |                       |                       |                       |                       |                       |                       |
| Land  |                       |                       |                       |                       |                       |                       |
| Collection/Distribution System                        |                       |                       |                       |                       |                       |                       |
| Buildings   |                       |                       |                       |                       |                       |                       |
| Equipment   |                       |                       |                       |                       |                       |                       |
| Other   |                       |                       |                       |                       |                       |                       |
| Less: Accum. Depreciation or Reserves                 |                       |                       |                       |                       |                       |                       |
| <b>B. Total Fixed Assets</b>                          |                       |                       |                       |                       |                       |                       |
| <b>C. TOTAL Assets (A + B)</b>                        |                       |                       |                       |                       |                       |                       |
| <b>CURRENT LIABILITIES</b>                            |                       |                       |                       |                       |                       |                       |
| Accounts Payable                                      |                       |                       |                       |                       |                       |                       |
| Notes Payable, Current                                |                       |                       |                       |                       |                       |                       |
| Accrued Expenses                                      |                       |                       |                       |                       |                       |                       |
| Other   |                       |                       |                       |                       |                       |                       |
| <b>D. Total Current Liabilities</b>                   |                       |                       |                       |                       |                       |                       |
| <b>LONG TERM LIABILITIES</b>                          |                       |                       |                       |                       |                       |                       |
| Notes Payable, Long-term                              |                       |                       |                       |                       |                       |                       |
| Other   |                       |                       |                       |                       |                       |                       |
| <b>E. Total Long Term Liabilities</b>                 |                       |                       |                       |                       |                       |                       |
| <b>F. TOTAL LIABILITIES (D + E)</b>                   |                       |                       |                       |                       |                       |                       |
| <b>OWNER'S EQUITY</b>                                 |                       |                       |                       |                       |                       |                       |
| Paid in Capital                                       |                       |                       |                       |                       |                       |                       |
| Retained Equity                                       |                       |                       |                       |                       |                       |                       |
| Other   |                       |                       |                       |                       |                       |                       |
| Current Period Profit or Loss                         |                       |                       |                       |                       |                       |                       |
| <b>G. TOTAL OWNER'S EQUITY</b>                        |                       |                       |                       |                       |                       |                       |
| <b>TOTAL LIABILITIES+EQUITY<br/>(F + G) = C</b>       |                       |                       |                       |                       |                       |                       |
| <b>WORKING CAPITAL (A – D)</b>                        |                       |                       |                       |                       |                       |                       |
| <b>CURRENT RATIO (A / D)</b>                          |                       |                       |                       |                       |                       |                       |
| <b>DEBT TO EQUITY RATIO (E / G)</b>                   |                       |                       |                       |                       |                       |                       |

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



See Attachments F & G.

**HISTORICAL NET INCOME INFORMATION**

| (ENTER DATE OF YEAR END )                  | CURRENT(A)<br>( - - ) | A-1 YEAR<br>( - - ) | A-2 YEAR<br>( - - ) | A-3 YEAR<br>( - - ) | A-4 YEAR<br>( - - ) | A-5 YEAR<br>( - - ) |
|--|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>METER NUMBER</b>                        |                       |                     |                     |                     |                     |                     |
| Existing Number of Taps                    |                       |                     |                     |                     |                     |                     |
| New Taps Per Year                          |                       |                     |                     |                     |                     |                     |
| <b>Total Meters at Year End</b>            |                       |                     |                     |                     |                     |                     |
| <b>METER REVENUE</b>                       |                       |                     |                     |                     |                     |                     |
| Revenue per Meter (use for projections)    |                       |                     |                     |                     |                     |                     |
| Expense per Meter (use for projections)    |                       |                     |                     |                     |                     |                     |
| <b>Operating Revenue Per Meter</b>         |                       |                     |                     |                     |                     |                     |
| <b>GROSS WATER REVENUE</b>                 |                       |                     |                     |                     |                     |                     |
| Revenues- Base Rate & Gallonage Fees       |                       |                     |                     |                     |                     |                     |
| Other (Tap, reconnect, transfer fees, etc) |                       |                     |                     |                     |                     |                     |
| <b>Gross Income</b>                        |                       |                     |                     |                     |                     |                     |
| <b>EXPENSES</b>                            |                       |                     |                     |                     |                     |                     |
| General & Administrative (see schedule)    |                       |                     |                     |                     |                     |                     |
| Operating (see schedule)                   |                       |                     |                     |                     |                     |                     |
| Interest                                   |                       |                     |                     |                     |                     |                     |
| Other (list)                               |                       |                     |                     |                     |                     |                     |
| <b>NET INCOME</b>                          |                       |                     |                     |                     |                     |                     |

See Attachments F & G.

| <b>HISTORICAL EXPENSE INFORMATION<br/>(ENTER DATE OF YEAR END)</b>                         | <b>CURRENT(A)<br/>( - - )</b> | <b>A-1 YEAR<br/>( - - )</b> | <b>A-2 YEAR<br/>( - - )</b> | <b>A-3 YEAR<br/>( - - )</b> | <b>A-4 YEAR<br/>( - - )</b> | <b>A-5 YEAR<br/>( - - )</b> |
|--|-------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <b>GENERAL/ADMINISTRATIVE EXPENSES</b>   |                               |                             |                             |                             |                             |                             |
| Salaries & Benefits–Office/Management Office<br>(services, rentals, supplies, electricity) |                               |                             |                             |                             |                             |                             |
| Contract Labor   |                               |                             |                             |                             |                             |                             |
| Transportation   |                               |                             |                             |                             |                             |                             |
| Insurance  |                               |                             |                             |                             |                             |                             |
| Telephone  |                               |                             |                             |                             |                             |                             |
| Utilities  |                               |                             |                             |                             |                             |                             |
| Property Taxes   |                               |                             |                             |                             |                             |                             |
| Professional Services/Fees (recurring)   |                               |                             |                             |                             |                             |                             |
| Regulatory- other  |                               |                             |                             |                             |                             |                             |
| Other (describe)   |                               |                             |                             |                             |                             |                             |
| Interest   |                               |                             |                             |                             |                             |                             |
| Other  |                               |                             |                             |                             |                             |                             |
| <b>Total General Admin. Expenses (G&amp;A)</b>   |                               |                             |                             |                             |                             |                             |
| <b>% Increase Per Year</b>   | 0.00%                         | 0.00%                       | 0.00%                       | 0.00%                       | 0.00%                       | 0.00%                       |
| <b>OPERATIONS &amp; MAINTENANCE EXPENSES</b>   |                               |                             |                             |                             |                             |                             |
| Salaries & Benefits (Employee, Management)   |                               |                             |                             |                             |                             |                             |
| Materials & Supplies   |                               |                             |                             |                             |                             |                             |
| Utilities Expense-office   |                               |                             |                             |                             |                             |                             |
| Contract Labor   |                               |                             |                             |                             |                             |                             |
| Transportation Expense   |                               |                             |                             |                             |                             |                             |
| Depreciation Expense   |                               |                             |                             |                             |                             |                             |
| Other(describe)  |                               |                             |                             |                             |                             |                             |
| <b>Total Operational Expenses (O&amp;M)</b>  |                               |                             |                             |                             |                             |                             |
| <b>Total Expense (Total G&amp;A + O&amp;M)</b>   |                               |                             |                             |                             |                             |                             |
| <b>Historical % Increase Per Year</b>  | 0.00%                         | 0.00%                       | 0.00%                       | 0.00%                       | 0.00%                       | 0.00%                       |
| <b>ASSUMPTIONS</b>   |                               |                             |                             |                             |                             |                             |
| Interest Rate/Terms  |                               |                             |                             |                             |                             |                             |
| Depreciation Schedule (attach)   |                               |                             |                             |                             |                             |                             |
| Other assumptions/information (List all)   |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |
|  |                               |                             |                             |                             |                             |                             |

## Appendix B: Projected Information

| HISTORICAL BALANCE SHEETS<br>(ENTER DATE OF YEAR END) | CURRENT(A)<br>( - - ) | A-1 YEAR<br>( - - ) | A-2 YEAR<br>( - - ) | A-3 YEAR<br>( - - ) | A-4 YEAR<br>( - - ) | A-5 YEAR<br>( - - ) |
|---|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>CURRENT ASSETS</b>                                 |                       |                     |                     |                     |                     |                     |
| Cash  |                       |                     |                     |                     |                     |                     |
| Accounts Receivable                                   |                       |                     |                     |                     |                     |                     |
| Inventories   |                       |                     |                     |                     |                     |                     |
| Income Tax Receivable                                 |                       |                     |                     |                     |                     |                     |
| Other   |                       |                     |                     |                     |                     |                     |
| <b>A. Total Current Assets</b>                        |                       |                     |                     |                     |                     |                     |
| <b>FIXED ASSETS</b>                                   |                       |                     |                     |                     |                     |                     |
| Land  |                       |                     |                     |                     |                     |                     |
| Collection/Distribution System                        |                       |                     |                     |                     |                     |                     |
| Buildings   |                       |                     |                     |                     |                     |                     |
| Equipment   |                       |                     |                     |                     |                     |                     |
| Other   |                       |                     |                     |                     |                     |                     |
| Less: Accum. Depreciation or Reserves                 |                       |                     |                     |                     |                     |                     |
| <b>B. Total Fixed Assets</b>                          |                       |                     |                     |                     |                     |                     |
| <b>C. TOTAL Assets (A + B)</b>                        |                       |                     |                     |                     |                     |                     |
| <b>CURRENT LIABILITIES</b>                            |                       |                     |                     |                     |                     |                     |
| Accounts Payable                                      |                       |                     |                     |                     |                     |                     |
| Notes Payable, Current                                |                       |                     |                     |                     |                     |                     |
| Accrued Expenses                                      |                       |                     |                     |                     |                     |                     |
| Other   |                       |                     |                     |                     |                     |                     |
| <b>D. Total Current Liabilities</b>                   |                       |                     |                     |                     |                     |                     |
| <b>LONG TERM LIABILITIES</b>                          |                       |                     |                     |                     |                     |                     |
| Notes Payable, Long-term                              |                       |                     |                     |                     |                     |                     |
| Other   |                       |                     |                     |                     |                     |                     |
| <b>E. Total Long Term Liabilities</b>                 |                       |                     |                     |                     |                     |                     |
| <b>F. TOTAL LIABILITIES (D + E)</b>                   |                       |                     |                     |                     |                     |                     |
| <b>OWNER'S EQUITY</b>                                 |                       |                     |                     |                     |                     |                     |
| Paid in Capital                                       |                       |                     |                     |                     |                     |                     |
| Retained Equity                                       |                       |                     |                     |                     |                     |                     |
| Other   |                       |                     |                     |                     |                     |                     |
| Current Period Profit or Loss                         |                       |                     |                     |                     |                     |                     |
| <b>G. TOTAL OWNER'S EQUITY</b>                        |                       |                     |                     |                     |                     |                     |
| <b>TOTAL LIABILITIES+EQUITY<br/>(F + G) = C</b>       |                       |                     |                     |                     |                     |                     |
| <b>WORKING CAPITAL (A - D)</b>                        |                       |                     |                     |                     |                     |                     |
| <b>CURRENT RATIO (A / D)</b>                          |                       |                     |                     |                     |                     |                     |
| <b>DEBT TO EQUITY RATIO (F / G)</b>                   |                       |                     |                     |                     |                     |                     |

See Attachments F & G.

**PROJECTED NET INCOME INFORMATION**

| (ENTER DATE OF YEAR END )                  | CURRENT(A)<br>( - - ) | A-1 YEAR<br>( - - ) | A-2 YEAR<br>( - - ) | A-3 YEAR<br>( - - ) | A-4 YEAR<br>( - - ) | A-5 YEAR<br>( - - ) |
|--|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>METER NUMBER</b>                        |                       |                     |                     |                     |                     |                     |
| Existing Number of Taps                    |                       |                     |                     |                     |                     |                     |
| New Taps Per Year                          |                       |                     |                     |                     |                     |                     |
| <b>Total Meters at Year End</b>            |                       |                     |                     |                     |                     |                     |
| <b>METER REVENUE</b>                       |                       |                     |                     |                     |                     |                     |
| Revenue per Meter (use for projections)    |                       |                     |                     |                     |                     |                     |
| Expense per Meter (use for projections)    |                       |                     |                     |                     |                     |                     |
| <b>Operating Revenue Per Meter</b>         |                       |                     |                     |                     |                     |                     |
| <b>GROSS WATER REVENUE</b>                 |                       |                     |                     |                     |                     |                     |
| Revenues- Base Rate & Gallonage Fees       |                       |                     |                     |                     |                     |                     |
| Other (Tap, reconnect, transfer fees, etc) |                       |                     |                     |                     |                     |                     |
| <b>Gross Income</b>                        |                       |                     |                     |                     |                     |                     |
| <b>EXPENSES</b>                            |                       |                     |                     |                     |                     |                     |
| General & Administrative (see schedule)    |                       |                     |                     |                     |                     |                     |
| Operating (see schedule)                   |                       |                     |                     |                     |                     |                     |
| Interest                                   |                       |                     |                     |                     |                     |                     |
| Other (list)                               |                       |                     |                     |                     |                     |                     |
| <b>NET INCOME</b>                          |                       |                     |                     |                     |                     |                     |

| PROJECTED EXPENSE DETAIL               | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTALS |
|--|--------|--------|--------|--------|--------|--------|
| <b>GENERAL/ADMINISTRATIVE EXPENSES</b> |        |        |        |        |        |        |
| Salaries                               |        |        |        |        |        |        |
| Office                                 |        |        |        |        |        |        |
| Computer                               |        |        |        |        |        |        |
| Auto                                   |        |        |        |        |        |        |
| Insurance                              |        |        |        |        |        |        |
| Telephone                              |        |        |        |        |        |        |
| Utilities                              |        |        |        |        |        |        |
| Depreciation                           |        |        |        |        |        |        |
| Property Taxes                         |        |        |        |        |        |        |
| Professional Fees                      |        |        |        |        |        |        |
| Interest                               |        |        |        |        |        |        |
| Other                                  |        |        |        |        |        |        |
| <b>Total</b>                           |        |        |        |        |        |        |
| <b>% Increase Per projected Year</b>   | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 0.00%  | 0.00%  |
| <b>OPERATIONAL EXPENSES</b>            |        |        |        |        |        |        |
| Salaries                               |        |        |        |        |        |        |
| Auto                                   |        |        |        |        |        |        |
| Utilities                              |        |        |        |        |        |        |
| Depreciation                           |        |        |        |        |        |        |
| Repair & Maintenance                   |        |        |        |        |        |        |
| Supplies                               |        |        |        |        |        |        |
| Interest                               |        |        |        |        |        |        |
| Other                                  |        |        |        |        |        |        |
| <b>Total</b>                           |        |        |        |        |        |        |

See Attachments F & G.

| <b>PROJECTED SOURCES AND USES OF CASH STATEMENTS</b> | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTALS |
|--|--------|--------|--------|--------|--------|--------|
| <b>SOURCES OF CASH</b>                               |        |        |        |        |        |        |
| Net Income   |        |        |        |        |        |        |
| Depreciation (If funded by revenues of system)       |        |        |        |        |        |        |
| Loan Proceeds  |        |        |        |        |        |        |
| Other  |        |        |        |        |        |        |
| <b>Total Sources</b>                                 |        |        |        |        |        |        |
| <b>USES OF CASH</b>                                  |        |        |        |        |        |        |
| Net Loss   |        |        |        |        |        |        |
| Principle Portion of Pmts.                           |        |        |        |        |        |        |
| Fixed Asset Purchase                                 |        |        |        |        |        |        |
| Reserve  |        |        |        |        |        |        |
| Other  |        |        |        |        |        |        |
| <b>Total Uses</b>                                    |        |        |        |        |        |        |
| <b>NET CASH FLOW</b>                                 |        |        |        |        |        |        |
| <b>DEBT SERVICE COVERAGE</b>                         |        |        |        |        |        |        |
| Cash Available for Debt Service (CADS)               |        |        |        |        |        |        |
| A: Net Income (Loss)                                 |        |        |        |        |        |        |
| B: Depreciation, or Reserve Interest                 |        |        |        |        |        |        |
| <b>C: Total CADS (A + B = C)</b>                     |        |        |        |        |        |        |
| <b>D: DEBT SERVICE (DS)</b>                          |        |        |        |        |        |        |
| Principle Plus Interest                              |        |        |        |        |        |        |
| <b>E: DEBT SERVICE COVERAGE RATIO</b>                |        |        |        |        |        |        |
| CADS Divided by DS (E = C / D)                       |        |        |        |        |        |        |

**See Attachments F and G for  
information responsive to  
Appendix A and Appendix B**

## ATTACHMENT LIST

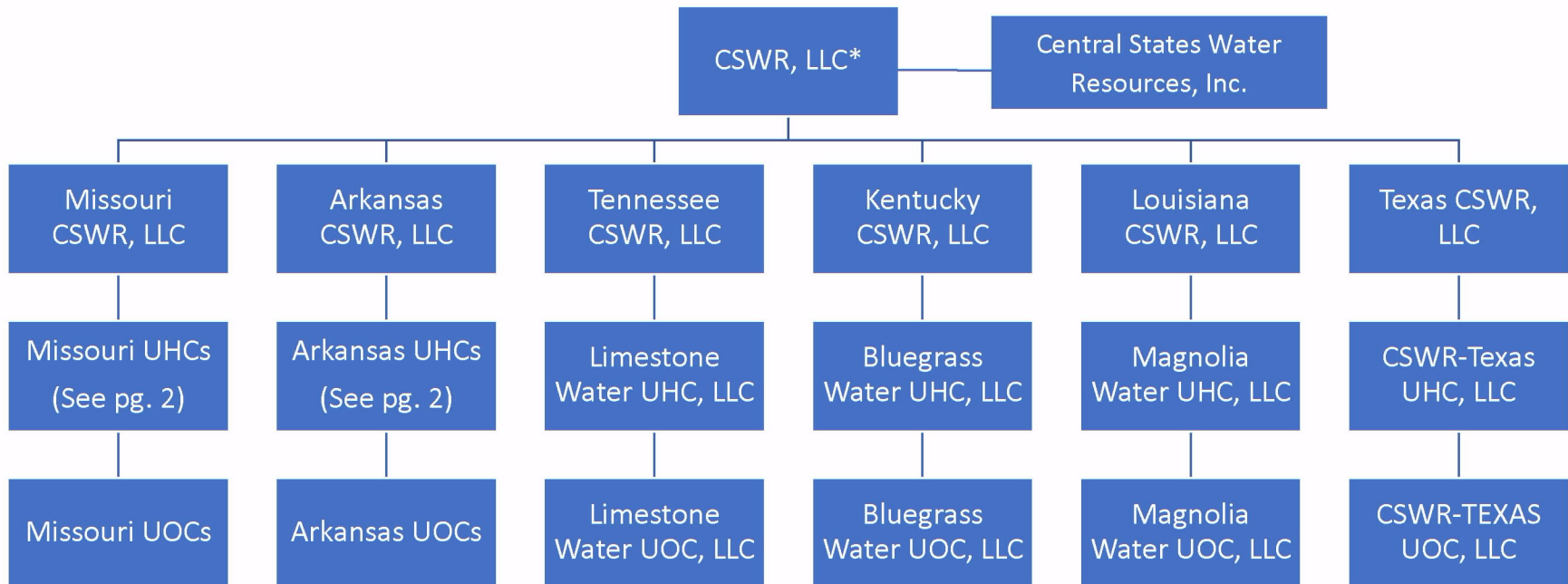
1. Attachment A – Executed Purchase Agreement (Confidential)
2. Attachment B – CSWR, LLC Corporate Organizational Chart
3. Attachment C – Current Tariff
4. Attachment D – List of Customer Deposits (*Not Applicable*)
5. Attachment E – CSWR-Texas Utility Operating Company, LLC Operating Agreement and Certificates of Account Status
6. Attachment F – Appendices A & B Historical and Projected Financial Information (Confidential)
7. Attachment G – Additional Supporting Financial Information (Highly Sensitive)
8. Attachment H – Capital Estimates or Capital Improvement Plan (*See Attachment J*)
9. Attachment I – TCEQ Compliance Investigation Report
10. Attachment I-1 – CSWR Texas Correspondence re Compliance Issues (Confidential)
11. Attachment J – Engineering Memo (Confidential)
12. Attachment K – Responses to STM Questions
13. Attachment K-1 – Confidential Responses to STM Questions (*Not Applicable*)
14. Attachment L – Small Scale Map (General Location)
15. Attachment M – Large Scale Map (Detailed)
16. Attachment N – Digital Mapping (*Not Applicable*)
17. Attachment O – Statement of Confidentiality
18. Attachment P – Water Facility Systems (*Not Applicable*)
19. Attachment Q – Water Purchase Agreement (*Not Applicable*)
20. Attachment R – List of Assets (*Not Applicable*)

**Attachment A is Confidential and  
will be provided pursuant to the  
Protective Order**



# Attachment B

## Central States Water Resources Corporate Entity Organizational Chart



\* US Water Systems, LLC is an outside investment group above CSWR, LLC that provides funding to CSWR, LLC to acquire and improve the systems it seeks to acquire in Texas. In addition, it should be noted that all entities within the organizational chart between CSWR Texas and CSWR, LLC are holding companies. CSWR Texas does not currently receive services from any affiliates other than CSWR, LLC and Central States Water Resources, Inc., nor does it currently provide services to any affiliate in this organizational chart.

# Attachment C

*Public Utility Commission of Texas*

**Memorandum**

RECEIVED  
2019 JAN 18 PM 1:03  
PUBLIC UTILITY COMMISSION  
FILING CLERK

TO: Central Records

FROM: Katherine Lengieza Gross  
Attorney, Legal Division  
Kathryn Eiland, Financial Analyst  
Water Utility Regulation Division

DATE: January 18, 2019

RE: **Docket No. 48683:** *Application of Fremont Water Company for a Price Index Rate Adjustment*

---

In response to the Notice of Approval filed on December 19, 2018, please find a clean copy of the tariff for Fremont Water Company, to be filed with Central Records, marked as "Approved," and retained in the Commission tariff book. The attached tariff supersedes the previously approved tariff for Fremont Water Company and is in compliance with the above referenced Notice of Approval.

14



**WATER UTILITY TARIFF**  
**Docket Number: 48683**

Fremont Water Company  
(Utility Name)

938 Saddle Club Drive  
(Business Address)

Kerrville, Texas 78028  
(City, State, Zip Code)

(830) 895-0497  
(Area Code/Telephone)

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

12821

This tariff is effective in the following counties:

Kerr

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

None

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

Fremont Water: PWS No. 1330153

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

|  |    |
|--|----|
| TABLE OF CONTENTS                                  |    |
| SECTION 1.0 -- RATE SCHEDULE.....                  | 2  |
| SECTION 2.0 -- SERVICE RULES AND REGULATIONS ..... | 4  |
| SECTION 3.0 -- EXTENSION POLICY .....              | 11 |
|  |    |
| APPENDIX A -- DROUGHT CONTINGENCY PLAN             |    |
| APPENDIX B -- SAMPLE SERVICE AGREEMENT             |    |

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

| <u>Meter Size</u> | <u>Monthly Minimum Charge</u><br>(Includes 0 gallons) | <u>Gallonge Charge</u>          |
|-------------------|---|---------------------------------|
| 5/8" x 3/4"       | <u>\$14.44</u>  | <u>\$4.40</u> per 1,000 gallons |
| 3/4"              | <u>\$21.70</u>  |                                 |
| 1"                | <u>\$36.17</u>  |                                 |
| 1½"               | <u>\$72.19</u>  |                                 |
| 2"                | <u>\$115.51</u>                                       |                                 |
| 3"                | <u>\$231.01</u>                                       |                                 |

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

Cash  Check  Money Order  Credit Card  Other (specify )  
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT ..... 1.0%  
 PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE.....\$595  
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" x 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

RECONNECTION FEE  
 THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:  
 a) Non-payment of bill (Maximum \$25.00) .....\$25.00  
 b) Customer's request.....\$25.00  
 c) Other reasons listed under Section 2.0 of this tariff .....\$25.00

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 (Not more than \$5.00 or 10%) ..... 10%  
 A ONE TIME PENALTY MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE .....\$25.00

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

SECTION 1.0 -- RATE SCHEDULE (Continued)

METER TEST FEE .....\$25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

CUSTOMER REQUESTED METER SIZE CHANGE OUT FEE .....Actual Cost

ACTUAL COST MAY NOT EXCEED THE STANDARD TAP FEE AMOUNT OF \$595. THE CUSTOMER WILL BE RESPONSIBLE FOR FURNISHING AND LAYING THE NECESSARY CUSTOMER SERVICE PIPE FROM THE METER LOCATION TO THE PLACE OF CONSUMPTION AS REQUIRED BY SECTION 2.05 OF THE SERVICE RULES AND POLICIES INCLUDED IN THIS TARIFF.

## SECTION 2.0 -- SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or Commission) rules relating to Water and Wastewater Utility regulations, 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 Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, 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 PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the commission.

### Section 2.03 - Fees and Charges & 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 PUC 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 which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

#### (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.



SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

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 PUC 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 if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 16 TAC § 24.163(a)(1)(C). 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, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

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 meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, Section 290.46(j). The utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

Section 2.07 - Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in Title 30 Texas Administrative Code (TAC) §290.47(i) Appendix I, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC §290.47(i) Appendix I, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Section 2.08 - Access to Customer's Premises

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves 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.

Section 2.09 - Meter Requirements, Readings, and Testing

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

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

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility.

If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

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

(C) Information on Bill

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

(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.

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.

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

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

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

B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the PUC 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 36 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.

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 PUC or TCEQ, 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 either the PUC or TCEQ complaint process, depending on the nature of the complaint. Pending resolution of a complaint, the commission may require continuation or restoration of service.

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

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.

## 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 PUC rules and policies, and upon extension of the utility's certified service area boundaries by the PUC unless the utility elects to serve the area under an applicable PUC rule exception if available at the requested service location.

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

Unless an exception is granted by the Commission, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the Commission 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.

SECTION 3.0 -- EXTENSION POLICY (Continued)

If an exception is granted by the Commission, 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.

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. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

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 water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

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 TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

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 § 24.163(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 § 24.161(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.



SECTION 3.0 -- EXTENSION POLICY (Continued)

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.

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, PUC 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 PUC 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.

SECTION 3.0 -- EXTENSION POLICY (Continued)

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 PUC 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, PUC rules and/or PUC 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.

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 PUC 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 PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC 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.

**APPENDIX A -- DROUGHT CONTINGENCY PLAN**  
**(Utility must attach copy of TCEQ approved Drought Contingency Plan)**

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

**Attachment D is not  
applicable to this docket**

# Attachment E

**RESTATED OPERATING AGREEMENT OF  
CSWR-TEXAS UTILITY OPERATING COMPANY, LLC**

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 13<sup>th</sup> day of November, 2019 (the "Effective Date"), by **CSWR-TEXAS UTILITY HOLDING COMPANY, LLC**, a Texas limited liability company, as the sole Member of **CSWR-TEXAS UTILITY OPERATING COMPANY, LLC**, a Texas limited liability company (the "Company").

**RECITALS**

WHEREAS, on July 16, 2019, the Company was organized a limited liability company under the laws of Texas pursuant to the Texas Limited Liability Company Act, Texas Business Organization Code Title 3 Chapter 101 (the "Act") for the purpose of, among other things, of investing in and operating water and waste water utilities;

WHEREAS, on September 23, 2019, the Company amended its name to "Yellow Rose Utility Operating Company, LLC", October 18, 2019 the Company amended its name to "Palmwood Water Utility Operating Company, LLC" and on November 13, 2019 the Company amended its name to "CSWR-Texas Utility Operating Company, LLC";

WHEREAS, the aforementioned Member desires to restate and adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Member hereby states as follows:

**ARTICLE I.  
ORGANIZATION**

1.1. Certain Definitions. As used herein, the following terms have the following meanings:

- (a) "Act" is defined in Section 1.2 hereof.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.
- (d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.

(e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the Company. With respect to the Company, such terms shall mean the aggregate Capital Contributions and aggregate Paid-In Capital Contributions, respectively, of the Member.

(f) "Capital Transaction" means any of the following items or transactions: a sale, transfer or other disposition of all or substantially all of the assets of the Company, condemnation actions, net insurance recoveries (other than for temporary loss of use), the refinancing of the mortgage or other indebtedness of the Company. The payment of Capital Contributions by the Member shall not be included within the meaning of the term "Capital Transaction."

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

(h) "Company" means this limited liability company and any successors hereto.

(i) "Depreciation" means for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year. In the event the book value of an asset differs from its adjusted tax basis at the beginning of such year, then the Depreciation shall be an amount which bears the same ratio to the fair market value (as may be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g)) as the Depreciation determined for federal income tax purposes bears to the beginning adjusted tax basis.

(j) "Dissolution Proceeds" is defined in Section 10.2 hereof.

(k) "Net Profits" or "Net Losses" for the applicable period means the gross income of the Company minus (a) all net cash outlays of any kind, whether capital in nature or not, to the extent the same are not depreciable or amortizable for federal income tax purposes (or, as the context may require, to the extent the same are not depreciated or amortized for federal income tax purposes), including, without limiting the generality of the foregoing, all operating expenses payable by the Company, salaries, life insurance premiums on policies owned by the Company, and interest on any Company indebtedness; and (b) all Depreciation allowable for federal income tax purposes. In the event that such sum is a positive number, it shall be considered "Net Profits" and if the sum is a negative number, it shall be considered "Net Losses."

(l) "Person" is defined in Section 1.9 hereof.



(m) "Treasury Regulation(s)" means the Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.

1.2. Formation. The Member has formed the Company under and pursuant to the provisions of the Act, for the limited purposes and scope set forth in this Agreement. The Member has filed in the appropriate governmental office(s) Articles of Organization which conform to the requirements of the Act in order to constitute the Company as a valid limited liability company under the Act. The costs and expenses associated with such filing shall be borne by the Company.

1.3. Name. The business and affairs of the Company shall be conducted solely under the name of "**CSWR-Texas Utility Operating Company, LLC**", and such name shall be used at all times in connection with the business and affairs of the Company; provided that the Member may operate the Company under any other name necessary or convenient to qualify it to do business in any state or jurisdiction.

1.4. Term. The Company shall continue in existence perpetually, or until dissolved by the Member under the terms of this Agreement.

1.5. Business of the Company. The business of the Company is to: (i) invest in and operate water and waste water utilities; (ii) own, finance, hold, manage, manufacture, sell, exchange or otherwise deal with and dispose of all or any part of the Business Property; and (iii) transact any and all lawful business for which a limited liability company may be organized under the Act and exercise all rights and engage in all activities related thereto (the "Business").

1.6. Principal Office. The principal office of the Company shall be at 500 Northwest Plaza Drive, Suite 500, St. Ann, MO 63074, or such other location as may be hereafter determined by the Manager.

1.7. Registered Office and Registered Agent. The name of the Company's registered agent for service of process in Texas and the address of the Company's registered office in Texas shall be as provided in the Articles of Organization. The Manager may in his sole discretion and from time to time change the address of the registered office and the registered agent by filing the documents required by law.

1.8. Articles of Organization and Other Instruments. The Member has executed or has authorized the execution of the Articles of Organization in accordance with the Act, and shall execute such other documents and instruments and take all such other actions as may be deemed by the Manager to be necessary or appropriate to effectuate and permit the continuation of the Company under the laws of the State of Texas or the laws of any other state in any other state which the Member deems necessary or appropriate. The Manager shall, from time to time, take appropriate action, including the preparation and filing of such other amendments to the Articles of Organization and other certificates as may be required under the laws of the State of Texas or any other state, to enable the Company to do business in the State of Texas or any other state.

1.9. Additional Definitions. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "Person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other associations and entities. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

## **ARTICLE II. CAPITAL CONTRIBUTIONS**

2.1. Initial Capital Contributions. The Member shall make the Capital Contribution to the Company as reflected on Exhibit A attached hereto and incorporated herein by reference.

## **ARTICLE III. DISTRIBUTIONS**

3.1. Distributions. Except as otherwise requested by the Member or required by law, cash distributions shall be made to the Member on the following bases at such time (but at least annually) and in such amounts as the Manager in his sole discretion shall determine:

(a) Distributions, other than from a Capital Contribution, shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To the Member, in an amount equal to the unpaid balance of principal and accrued interest of any loan by the Member to the Company;

(iii) The balance, if any, shall be distributed to the Member.

(b) The proceeds of any Capital Transaction and the distribution upon liquidation under Section 10.2 shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To establish such reserves as the Manager in his discretion determines to be reasonably necessary for any contingent or foreseeable liability or obligation of the Company; provided, however, that the balance of any such reserve remaining at such time as the Manager shall reasonably determine shall be distributed in accordance with subparagraphs (iii) through (v) of this Section 3.1(b);

(iii) To the payment to the Member of an amount equal to the unpaid balance of principal and accrued interest of any Loan by the Member;

(iv) To the Member, an amount equal to its Capital Contributions reduced (but not below zero) by the amount of all prior distributions to it under this Section 3.1;

(v) The balance, if any, shall be distributed to the Member.

3.2. Distributions to Be Made In Cash. Unless otherwise determined by the Member, all distributions to the Member shall be made in cash.

#### **ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES**

4.1. Profits and Losses. Net Profits and Net Losses incurred and/or accrued shall be allocated to the Member.

#### **ARTICLE V. ACCOUNTING; RECORDS**

5.1. Accounting Methods. The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. All Federal, state and local tax returns of the Company shall be prepared by the Company's certified public accountants, under the direction of the Manager.

5.2. Fiscal Year. The fiscal year of the Company shall be the twelve calendar month period ending December 31.

5.3. Tax Status. The Member shall elect such tax status that it deems appropriate for each tax year by notifying the Manager of such election.

#### **ARTICLE VI. POWERS, RIGHTS AND DUTIES OF THE MEMBER AND MANAGER**

6.1. Restriction of the Member's Rights to Participate in Management. Except as otherwise expressly provided herein, the Member shall have no voice in, take any part in, nor interfere with, the conduct, control, or management of the business of the Company in its capacity as the Member, nor shall the Member have any authority or power to act for, or on behalf of, the Company, or to bind the Company in any respect whatsoever.

6.2. Member Consent. (a) The affirmative vote, approval or consent of the Member shall be required to: (i) alter the primary purposes of the Company as set forth in Section 1.5; (ii) do any act in contravention of this Agreement or cause the Company to engage in any business not authorized by the Articles of Organization or the terms of this Agreement; (iii) do any act which would make it impossible to carry on the usual course of business of the Company; (iv) change or reorganize the Company into any other legal form; (v) amend this Agreement; (vi) issue an Interest in the Company to any Person and admit such Person as a Member; (vii) approve a merger or consolidation with another Person, (viii) change the status of the Company from one in

which management is vested in the one or more Managers to one in which management is vested in the Member, or vice versa; (ix) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose; (x) perform any act (other than an act required by this Agreement or any act taken in good faith reliance upon counsel's opinion) which would, at the time such act occurred, subject the Member to liability as a general partner in any jurisdiction; (xi) operate the Company in such a manner as to have the Company classified as an "investment company" for purposes of the Investment Company Act of 1940; (xii) have an order for relief entered against the Company under applicable federal bankruptcy law; OR (xiii) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding.

(b) The Member shall have the right to replace a Manager of the Company and name its successor at any time by providing written notice to the Manager being replaced of such decision in which the successor Manager is also set forth.

### 6.3. Manager.

(a) The Manager shall have the power to do all things necessary or convenient to carry out the business affairs of the Company. The initial Manager shall be Central States Water Resources, Inc., a Missouri corporation.

(b) The Manager shall not have any contractual right to such position and shall serve until the earliest of (i) the withdrawal of the Manager, or (ii) the removal of the Manager. The Manager may be removed and replaced in accordance with the provisions of Section 6.2(b).

(c) Except to the extent provided herein, the Member hereby agrees that only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Member shall not take any action to bind the Company without notifying the Manager of such action. If the Member takes any action to bind the Company, it shall indemnify and hold harmless the Manager against any claim, loss, expense or liability (including, without limitation, attorneys' fees and expenses, whether or not litigation is commenced) incurred by the Manager as a result of the unauthorized action of such Member.

(d) The Manager's duty of care in the discharge of the duties of the Manager to the Company and the Member is limited to discharging his duties pursuant to this Agreement in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he reasonably believes to be in the best interests of the Company. In discharging his duties, the Manager shall not be liable to the Company or to the Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or by separate written instrument executed by the Member.

(e) The Manager's compensation shall be established by the Member, and the Manager shall be entitled to reimbursement of any general overhead expenses incurred in the regular course of his duties.

#### 6.4. Indemnification

(a) The Company, except as provided in Section 6.4(b), shall indemnify any Person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, including without limitation any action by or in the right of the Company, by reason of the fact that he/it was or is a Member or Manager of the Company or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise; against expenses, including attorneys' fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such Person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Company expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the Member or manager to repay such amount if it shall ultimately be determined that he/it is not entitled to be indemnified by the Company as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims, regardless of when such claims are brought, arising out of acts or omissions occurring prior to such amendment or repeal. The Company may, by action of the Member, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Member and Manager.

(b) If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of Texas for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Member or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/it has met the applicable standard of conduct set forth in the limited liability company law of Texas, nor an actual determination by the Company (including its Member or independent legal counsel) that the claimant has not met such

applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The indemnification provided by this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, consent of the Member or otherwise, both as to action in his/its official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, Manager, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his/its status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 6.4.

(e) For the purposes of this Section 6.4, references to the Company includes the resulting or surviving entity in any merger or consolidation so that any Person who is or was a Member, Manager, employee or agent of such a constituent entity or is or was serving at the request of such constituent entity as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6.4 with respect to the resulting or surviving entity as he/it would if he/it had served the resulting or surviving entity in the same capacity.

(f) For purposes of this Section 6.4, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to any employee benefit plan; and the term "serving at the request of the Company" shall include any service as a member, manager, director, officer, employee, partner, trustee or agent of, or at the request of, the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(g) In the event any provision of this Section 6.4 shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Section 6.4 and any other provisions of this Section 6.4 shall be construed as if such invalid provision had not been contained in this Section 6.4. In any event, the Company shall indemnify any Person who is or was a Member or Manager of the Company, or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Texas law, as from time to time in effect.

6.5. Liability of the Member. The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or a Manager for liabilities of the Company.

**ARTICLE VII.  
DETERMINATIONS BY THE MEMBER**

7.1. Actions by the Member. The Member shall have the right to take any action set forth herein in accordance with the terms of the Agreement. In addition, if the Member determines that it wants to take an action that is not expressly granted to it within this Agreement, it shall take such action only after notifying the Manager in writing of the intended action.

**ARTICLE VIII.  
ACTIONS OF THE MANAGER**

8.1. Actions by the Manager. The Manager shall decide any question related to the operations of the Company, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, the Member is required to consent, in which case such express provision shall govern and control the decision on such question.

**ARTICLE IX.  
TRANSFER OF MEMBER'S INTEREST**

9.1. Transfer of Member's Interest. The Member shall have the right to transfer all or part of its Interest to another Person upon such terms that the Member deems acceptable. Prior to the effective date of the transfer of all or part of the Interest, the Member must notify the Manager of the transfer in writing.

9.2. Effect of Assignment; Documents. All Interests in the Company transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any Person being admitted as an additional Member or a substituted Member, such Person must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or additional Member.

**ARTICLE X.  
DISSOLUTION OF THE COMPANY**

10.1. Dissolution Acts.

(a) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work as an immediate dissolution and termination of the Company:

(i) A determination by Member to dissolve and terminate the Company; and

(ii) The event of the death of the Member.

(b) Without limiting the other provisions hereof, the transfer of all or any part of a Member's Interest, in accordance with the provisions of this Agreement or the admission of a new Member, shall not work the dissolution of the Company.

10.2. Distribution of Proceeds on Dissolution; Reserves. Upon the dissolution and termination of the Company, a the Member or such other Person designated by the Member (the "Winding-Up Member") shall file a Notice of Winding Up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and the proceeds therefrom and any other funds and assets of the Company (the "Dissolution Proceeds"), shall be applied and distributed pursuant to the provisions of Section 3.1.b.

## **ARTICLE XI. GENERAL**

11.1. Notices. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) email or facsimile (provided that such email or facsimile is confirmed as received), and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the last known address, or in the case of email or facsimile, upon receipt.

11.2. Amendments. This Agreement may be amended by a written agreement of amendment executed by the Member.

11.3. Miscellaneous. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby.

11.4. Remedies. If the Company or any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgment. No remedy conferred upon the Company or the Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or



by statute. No waiver by the Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If the Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of the Member for any reason or no reason. No failure or delay on the part of the Member or the Company to exercise any right it may have shall prevent the exercise thereof by the Member or the Company at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

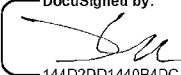
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 1933 and the securities laws of any and all states with jurisdiction over such transfer or disposition, and the rules and regulations promulgated thereunder.

11.6. Binding Effect. This Agreement and any amendment hereto made as provided herein shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Member, its heirs, executors, administrators, and legal or personal representatives.

11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas.

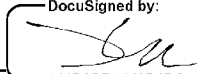
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**CSWR-TEXAS UTILITY  
HOLDING COMPANY, LLC**

DocuSigned by:  
  
144D2DD1440B4DC...

By: \_\_\_\_\_  
Josiah M. Cox, President of  
Central States Water Resources, Inc.,  
Manager

Agreed and Accepted by:

DocuSigned by:  
  
144D2DD1440B4DC...  
\_\_\_\_\_  
Josiah M. Cox, President of  
Central States Water Resources, Inc.,  
Manager

**EXHIBIT A**  
**INITIAL CAPITAL CONTRIBUTIONS**

| <u>Member's Name and Address</u>           | <u>Member's Interest</u> | <u>Capital Contribution</u> |
|--|--------------------------|-----------------------------|
| CSWR-Texas Utility<br>Holding Company, LLC | 100%.                    | Kept by Company Accountant  |

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



Ruth R. Hughs  
Secretary of State

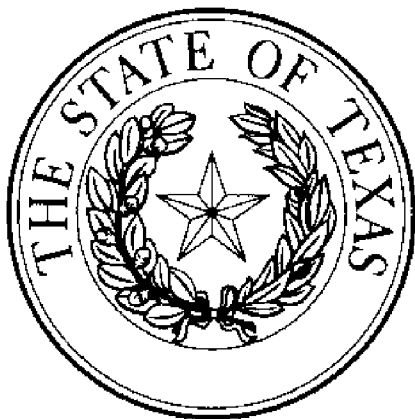
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that on November 12, 2019, Palmwood Water Utility Operating Company, LLC, a Domestic Limited Liability Company (LLC) (file number 803367893), changed its name to CSWR-Texas Utility Operating Company, LLC.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 19, 2019.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State



## Franchise Tax Account Status

As of : 11/14/2019 15:54:04

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

### CSWR-TEXAS UTILITY OPERATING COMPANY, LLC

**Texas Taxpayer Number** 32071353422

**Mailing Address** 1999 BRYAN ST STE 900 DALLAS, TX 75201-3140

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 07/15/2019

**Texas SOS File Number** 0803367893

**Registered Agent Name** C T CORPORATION SYSTEM

**Registered Office Street Address** 1999 BRYAN ST. SUITE 900 DALLAS, TX 75201

**Attachment F is Confidential and  
will be provided pursuant to the  
Protective Order**

**Attachment G is Highly Sensitive  
and will be provided pursuant to  
the Protective Order**

# Attachment H

### **Capital Estimates**

The Company has not determined any specific capital estimates for this system but will continue to evaluate system needs pending and upon execution of the acquisition and transfer of the systems to CSWR Texas. See Attachment J for the preliminary engineering report showing certain potential capital needs. See also the Company's responses to Question Nos. 12 and 16.



# Attachment I

# Texas Commission on Environmental Quality Investigation Report

N/A

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oee@tceq.texas.gov

**Customer: Fred R. Gregory**  
**Customer Number: CN604535369**

**Regulated Entity Name: FREMONT WATER**

**Regulated Entity Number: RN102690690**

|   |   |
|---|---|
| <p><b>Investigation #</b> 1390226</p> <p><b>Investigator:</b> DESHAUNE BLAKE</p> <p><b>Conducted:</b> 01/17/2017 -- 01/17/2017</p> <p><b>Program(s):</b> PUBLIC WATER SYSTEM/SUPPLY</p> <p><b>Investigation Type:</b> Compliance Investigation</p> <p><b>Additional ID(s):</b> 1330153</p> <p><b>Address:</b> ,<br/>, ,</p> | <p><b>Incident Numbers</b></p> <p><b>Site Classification</b> GW 51-250 CONNECTION</p> <p><b>No Industry Code Assigned</b></p> <p><b>Location:</b> BEHIND HOME NEXT TO 938 SADDLE CLUB DR</p> <p><b>Local Unit:</b> REGION 13 - SAN ANTONIO</p> <p><b>Activity Type(s):</b> PWSCCIGWCM - CCI GW PURCHASE - COMMUNITY MANDATORY</p> |
|---|---|

**Principal(s):**

| Role       | Name           |
|------------|----------------|
| RESPONDENT | GREGORY FRED R |

**Contact(s):**

| Role                          | Title          | Name              | Phone               |
|-------------------------------|----------------|-------------------|---------------------|
| REGULATED ENTITY MAIL CONTACT | OWNER/OPERATOR | MR FRED R GREGORY | Cell (830) 285-3180 |
|                               |                |                   | Home (830) 895-0497 |
| NOTIFIED                      | OWNER/OPERATOR | MR FRED R GREGORY | Home (830) 895-0497 |
|                               |                |                   | Cell (830) 285-3180 |
| NOV CONTACT                   | OWNER/OPERATOR | MR FRED R GREGORY | Home (830) 895-0497 |
|                               |                |                   | Cell (830) 285-3180 |
| PARTICIPATED IN               | OWNER/OPERATOR | MR FRED R GREGORY | Home (830) 895-0497 |
|                               |                |                   | Cell (830) 285-3180 |
| REGULATED ENTITY CONTACT      | OWNER/OPERATOR | MR FRED R GREGORY | Cell (830) 285-3180 |
|                               |                |                   | Home (830) 895-0497 |

**Other Staff Member(s):**

| Role        | Name              |
|-------------|-------------------|
| Supervisor  | JOY THURSTON-COOK |
| QA Reviewer | COLBY MARON       |

**Associated Check List**

| <u>Checklist Name</u>  | <u>Unit Name</u>      |
|--|-----------------------|
| PWS INVESTIGATION - EQUIPMENT<br>MONITORING AND SAMPLING revised 06/2013<br>PWS STANDARD FIELD | Equipment<br>Standard |

**Investigation Comments:**

INTRODUCTION

01/05/2017- Made routine Comprehensive Compliance Investigation (CCI) appointment with Mr. Fred R. Gregory, Owner/Operator to investigate the Fremont Water public water system.

01/17/2017 - The investigation was conducted with Mr. Gregory, and consisted of a record review, an inspection of all physical facilities, and chlorine residual and pressure tests in the distribution system. The investigator advised him of outstanding alleged violations found during the investigation and informed him that the outstanding alleged violations cited during the investigation, and any other issues found after further review, would be noted in an Exit Interview Form (EIF).

01/31/2017- The investigator e-mailed the EIF to Mr. Gregory noting three violations and one additional issue.

02/06/2017 and 03/01/2017 - Mr. Gregory provided compliance documentation to resolve the violations. Additionally, one of the violations will be withdrawn based upon the written documentation submitted. A Notice of Violation letter will be issued to the entity as a result of this investigation.

GENERAL FACILITY AND PROCESS INFORMATION

Fremont Water is classified as a community public water system serving approximately 58 connections with a population of approximately 174 people. The system is located behind the home next to 938 Saddle Club Dr., Kerrville, Kerr County, Texas and consists of:

One well with a submersible pump that discharges into one ground storage tank. Two service pumps take suction from the ground storage tank and discharges to distribution against one pressure tank. Hypochlorination is added prior to the ground storage tank.

BACKGROUND

The last CCI was conducted on 05/09/2014. An additional issue was cited as a result of this investigation.

Enforcement Actions: N/A

Agreed Orders and Compliance Agreements: N/A

Complaints and other Compliance Issues: N/A

ADDITIONAL INFORMATION

N/A

Please see the attached T-NET Data documentation for system specifics. Attached for review are Water System, Storage Tank, Water Sources, Service Pumps, System Capacities, and Treatment Plants information sheets.

**NOV Date** 01/31/2017 **Method** WRITTEN

**ALLEGED VIOLATION(S) NOTED AND RESOLVED  
ASSOCIATED TO A NOTICE OF VIOLATION**

**Track Number:** 633647**Resolution Status Date:** 3/1/2017**Violation Start Date:** Unknown**Violation End Date:** 2/6/2017**30 TAC Chapter 290.46(m)(1)(B)****Alleged Violation:****Investigation:** 1390226

Comment Date: 03/01/2017

Failure to conduct a pressure tank inspection in accordance with requirements.

At the time of the investigation, no five year interior pressure tank inspection had been conducted.

30 TAC 290.46(m)(1)(B)-- Pressure tank inspections must determine that the pressure release device and pressure gauge are working properly, the air-water ratio is being maintained at the proper level, the exterior coating systems are continuing to provide adequate protection to all metal surfaces, and the tank remains in watertight condition. Pressure tanks provided with an inspection port must have the interior surface inspected every five years.

**Recommended Corrective Action:** Provide by the compliance due date, a copy of the pressure tank inspection form indicating that the interior of the pressure tank has been inspected accordance with the requirements.

**Resolution:** Written documentation indicating that on 01/26/2017, a thickness measurement test was performed on the pressure tank was provided on 02/06/2017. On 03/01/2017 a copy of the tank inspection report indicating the results of the thickness measurements was provided.

**AREA OF CONCERN**

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**Track Number:** 633646**Resolution Status Date:** 3/1/2017**Violation Start Date:** Unknown**Violation End Date:** 2/6/2017**30 TAC Chapter 290.38(39)****30 TAC Chapter 290.42(m)****Alleged Violation:****Investigation:** 1390226

Comment Date: 03/01/2017

Failure to adequately provide an intruder-resistant fence for the water system.

At the time of the investigation, the back of the fence at the water plant did not have three strands of barbed wire facing outward at a 45 degree angle installed on that portion of the fence.

30 TAC 290.42(m)-- Security. Each water treatment plant and all appurtenances thereof shall be enclosed by an intruder-resistant fence. The gates shall be locked during periods of darkness and when the plant is unattended. A locked building in the fence line may satisfy this requirement or serve as a gate.

30 TAC 290.38(39)-- Intruder-resistant fence. A fence six feet or greater in height, constructed of wood, concrete, masonry, or metal with three strands of barbed wire extending outward from the top of the fence at a 45 degree angle with the smooth side of the fence on the outside wall. In lieu of the barbed wire, the fence must be eight feet in height. The fence must be in good repair and close enough to surface grade to prevent intruder passage.

**Recommended Corrective Action:** Provide by the compliance due date, photographs and/or a completed work order, receipt or invoice indicating that the, three strands of barbed wire have been installed to face outward at a 45degree angle.

**Resolution:** Photographs indicating that three strands of barbed wire facing outward at a 45 degree angle have been installed on the back of the water plant's fence was provided.

**Signed**

**Date** \_\_\_\_\_

\_\_\_\_\_  
**Environmental Investigator**

**Signed**

**Date** \_\_\_\_\_

\_\_\_\_\_  
**Supervisor**

**Attachments: (in order of final report submittal)**

\_\_\_ Enforcement Action Request (EAR)

\_\_\_ Maps, Plans, Sketches

\_\_\_ Letter to Facility (specify type) : \_\_\_\_\_

\_\_\_ Photographs

Investigation Report

\_\_\_ Correspondence from the facility

\_\_\_ Sample Analysis Results

\_\_\_ Other (specify) :

\_\_\_ Manifests

\_\_\_ Notice of Registration

\_\_\_\_\_  
\_\_\_\_\_

**Attachment I-1 is Confidential and  
will be provided pursuant to the  
Protective Order**

**Attachment J is Confidential and  
will be provided pursuant to the  
Protective Order**

# Attachment K



**6.D. Regulatory Assessment Fees with TCEQ**

CSWR Texas is committed to ensuring that the amount of any outstanding Regulatory Assessment Fees owed by the seller, if any, will be paid upon completion of the proposed acquisition.

**6.E. Annual Report filings with Commission**

CSWR Texas is committed to ensuring that the most recent available Annual Report for the seller will be filed with the Commission, to the extent it has not already been filed, upon completion of the proposed acquisition.

### **11.B. Plant in Service Records**

CSWR Texas has not been able to identify any plant records or annual report filings from which to determine the original cost of plant, accumulated depreciation, or financial information requested in this question.

#### **14. Calculation of Rate Base.**

CSWR Texas has not been able to identify any plant records or annual report filings from which to determine the original cost of plant, accumulated depreciation, or financial information requested in this question.

Pursuant to 16 Texas Admin. Code § 24.41(d) and (e), CSWR Texas intends to request that rate base be set to allow it to earn a return on the difference between the purchase price paid for the utility assets and the original cost less accumulated depreciation or, otherwise, based on the net book value of the assets using another reasonable valuation method. Whether or not there is a difference between the purchase price paid and the original cost less accumulated depreciation and contributions in aid on construction is still under review. Currently, the best records for determining net book value of assets is the current owner's accounting records. However, it is CSWR Texas experience that these records often did not completely account for the entire asset value of the system being transferred due to lack of sophistication or accuracy in recording system improvements, additions or repairs/replacements that extended usable life of assets. It is CSWR Texas experience that an independent third-party original cost study provides the most accurate valuation of distressed utility assets like those at issue here.

In proceedings in other states, where plant records for an acquired system were inadequate, CSWR, LLC has relied on real estate appraisals to establish rate base or calculate an appropriate acquisition adjustment. These appraisals allow adjustments to rate base based on the value of existing undepreciated land and land rights owned by the selling utility. This method has resulted in fair, reasonable rate base valuations and reasonable opportunities to earn a return sufficient to raise the necessary capital to support these systems. It also provides an efficient, cost-effective alternative to the fair market value approach when the acquisition involves a smaller system, and it is particularly necessary where the acquiring entity would be ineligible to participate in the fair market value process. The Company has not determined the appropriate amount of such adjustment but may seek an acquisition adjustment for the difference between net book and the purchase price or between net book and the value of the system as determined by an appraisal or trending study or other study in its next rate case involving this system as provided for under 16 Tex. Admin. Code § 24.41.

In addition, the Company may request to accrue AFUDC and defer depreciation for post-acquisition improvements in the same way provided for under 16 Tex. Admin. Code § 24.238.

**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:**

A letter from the TCEQ detailing the results of its most recent compliance evaluation identified several past alleged violations and additional issues that needs to be addressed. See Attachment I to this Application.

A preliminary engineering report was commissioned by CSWR Texas to confirm the issues identified by the TCEQ. See Attachment J to this Application. The report recommends the installation of remote monitoring equipment. The cost of these and other upgrades, renovations, and repairs is estimated to be approximately \$35,000. If it is authorized to acquire the system, CSWR Texas intends to invest the capital required to make the upgrades, renovations, and repairs necessary to bring the water system into compliance with TCEQ regulations and ensure customers receive safe and reliable service.

CSWR Texas plans to use a contract operator for plant operations, which would include one or more appropriately qualified and licensed operators. The contract operator would be responsible for day-to-day inspections, checks, sampling, reporting, and meter reading. The contract operator also would be responsible for necessary system repairs (as well as extraordinary issues that arise from time to time) to ensure proper facility operations. All contractor activities would be tracked inside CSWR Texas' computerized maintenance system. A computerized plant monitoring system will integrate repair and system operations data onto a single water information management platform that includes all systems operated by CSWR Texas' affiliates.

CSWR Texas will also use contractors for billing and to provide emergency answering services for customer calls. The billing contractor will be responsible for computing, printing, and sending monthly bills to customers and for collecting payments. The billing contractor's staff will also field and process customer bill inquiries, make bill adjustments, deal with customer requests for payment plans, and interact with Commission Staff regarding billing issues. Billing contractor employees will also be trained to route customer service complaints and inquiries to the service contractor.

In addition, CSWR Texas will implement operational changes to improve and enhance customer service. Customers will have access to a 24-hour phone line to report any utility service issues. Those calls would then be transferred into the computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order will also ensure contracted customer service personnel can commence work required to address customer service issues quickly and efficiently. Second, CSWR Texas will ensure customers served by the system have access to customer service representatives during normal business hours to talk about any customer concerns. Additionally, CSWR Texas will establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Mirroring the relevant utility homepage information, CSWR Texas will also

implement a dedicated social media page to offer another avenue of communication with customers about utility matters. The social media account will be manned by customer service representatives who can quickly answer customer questions. Finally, CSWR Texas will offer online bill paying options to customers including e-checks, debit card, and credit cards. Accordingly, and in order to mitigate increases to the cost of service, CSWR Texas may request authority from the Commission for a waiver from the provisions of 16 Texas Admin. Code § 24.153(d), which requires establishing a local office for maintaining business records or for purposes of accepting applications for service and payments to prevent disconnection of service or to restore service after disconnection for nonpayment, nonuse or other reasons identified in Commission rules.

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

CSWR Texas currently owns and operates 25 systems in Texas and in each of the dockets in which the Company was granted the authority to operate these systems, the Commission has determined the Company has adequate experience and qualifications in order to provide continuous and adequate service.

In addition, CSWR Texas is part of a group of affiliated companies owned by CSWR, LLC. In addition to its ownership interest, CSWR, LLC and another affiliate, Central States Water Resources, Inc. ("Central States"), provide operational and managerial oversight and support for all operating utility affiliates within the group and also provide access to financial resources necessary to acquire water and wastewater systems and upgrade those systems as required. CSWR Texas' affiliates have purchased and currently are operating 292 public drinking water and wastewater systems in Missouri, Arkansas, Kentucky, and Louisiana through which they provide safe and reliable utility service to approximately 131,000 customers.

Since March 2015, affiliates in Missouri, Arkansas, and Kentucky have designed, permitted and completed construction—with the approval of state drinking water and wastewater regulatory authorities—of approximately \$20.5 million of upgrades and improvements to drinking water systems. Those upgrades and improvements include construction of ground water storage tanks and drinking water pressurization pump assemblies, drilling water wells, erecting or rehabilitating well houses, closing failed wells, blasting/coating water storage tanks, replacing meter pits with new meters, replacing or repairing numerous water distribution lines, installing numerous isolation valve systems, installing multiple flush hydrants, repairing hundreds of leaking lines, and constructing or rehabilitating various other improvements to existing drinking water systems.

For wastewater systems, CSWR Texas-affiliated companies have designed, permitted, and completed construction of approximately \$68.8 million of system improvements. Those improvements include wastewater line repairs to remedy infiltration and inflow problems, construction of sewer main extensions, construction and repairs of multiple lift stations, closures of environmentally-distressed wastewater treatment plants, conversion of failing wastewater treatment plants into sludge storage/flow equalization and treatment basins, conversion of failed mechanical systems to I-Fast systems, and construction of various other improvements to existing wastewater treatment facilities.

Through CSWR, LLC and Central States, CSWR Texas has access to experienced technical and managerial expertise and experience not usually available to water systems of this system's size. And CSWR, LLC's business model makes these assets available to its affiliates at a lower cost than otherwise would be available because of the economies of scale the affiliated structure is able to achieve for its member utility operating companies.

The affiliated group of which CSWR Texas is a member has been able to secure an ongoing commitment from Sciens Capital Management, a Wall Street private equity firm, to provide capital necessary to purchase small, oftentimes distressed, systems and then make investments necessary to bring those systems into compliance with applicable health, safety, and environmental protection laws and regulations. Similar commitments were made with respect to equity investments necessary to acquire and improve utility assets affiliated companies currently own and operate in Missouri, Arkansas, Kentucky, and Louisiana. As evidenced by acquisitions and improvements made in each of those states, regulators can rely on such investment commitments. Although Investment is provided primarily in the form of equity, an affiliate has also committed to make debt capital available at reasonable rates if CSWR Texas is unable to obtain debt financing from non-affiliated commercial sources.

Again, the Public Utility Commission of Texas has already determined that the affiliated group has financial, technical, and managerial ability necessary to provide reasonable service to the public to twenty-five separate systems in Docket Nos. 49811, 50251, 50276, 50311, 50851, 50989, 51003, 51026, 51031, 51036, 51047, 51065, 51089, 51118, 51126, 51130, 51146, 51222, 51544, 51551, 51642, 51917, 51928, 51940, and 51981. In addition, the Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR, LLC and its affiliates have established for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater systems in that state. Also, the Kentucky Public Service Commission and the Louisiana Public Service Commission have found the group has the financial, technical, and managerial ability necessary to provide reasonable service to the public.

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

CSWR, LLC has demonstrated an ability to consolidate small water and wastewater utility systems and make necessary investments in those systems to ensure that safe, reliable service is provided to customers. This system would benefit from the transition to a stable, long-term management team willing to make necessary investments to improve the system. As explained in this application:

- CSWR Texas has access to much needed capital that it will use to make reasonable, prudent, and timely investments to bring the system back into compliance with all applicable rules and regulations;
- Through its affiliates, CSWR Texas has access to experienced technical and managerial expertise and experience not usually available to systems of this size and at a lower cost than otherwise would be available because of the economies of scale the affiliated structure is able to achieve;
- CSWR Texas will implement new management and customer service systems and practices that will greatly improve the level of service to customers;
- CSWR Texas will seek to consolidate and regionalize this system with other systems it acquires in order to pool financial, managerial, and technical resources that achieve economies of scale or efficiencies of service;
- CSWR Texas will operate the systems to ensure they are in compliance with all environmental regulations; and
- the purchase price reflects the lowest agreeable negotiated price between the parties.

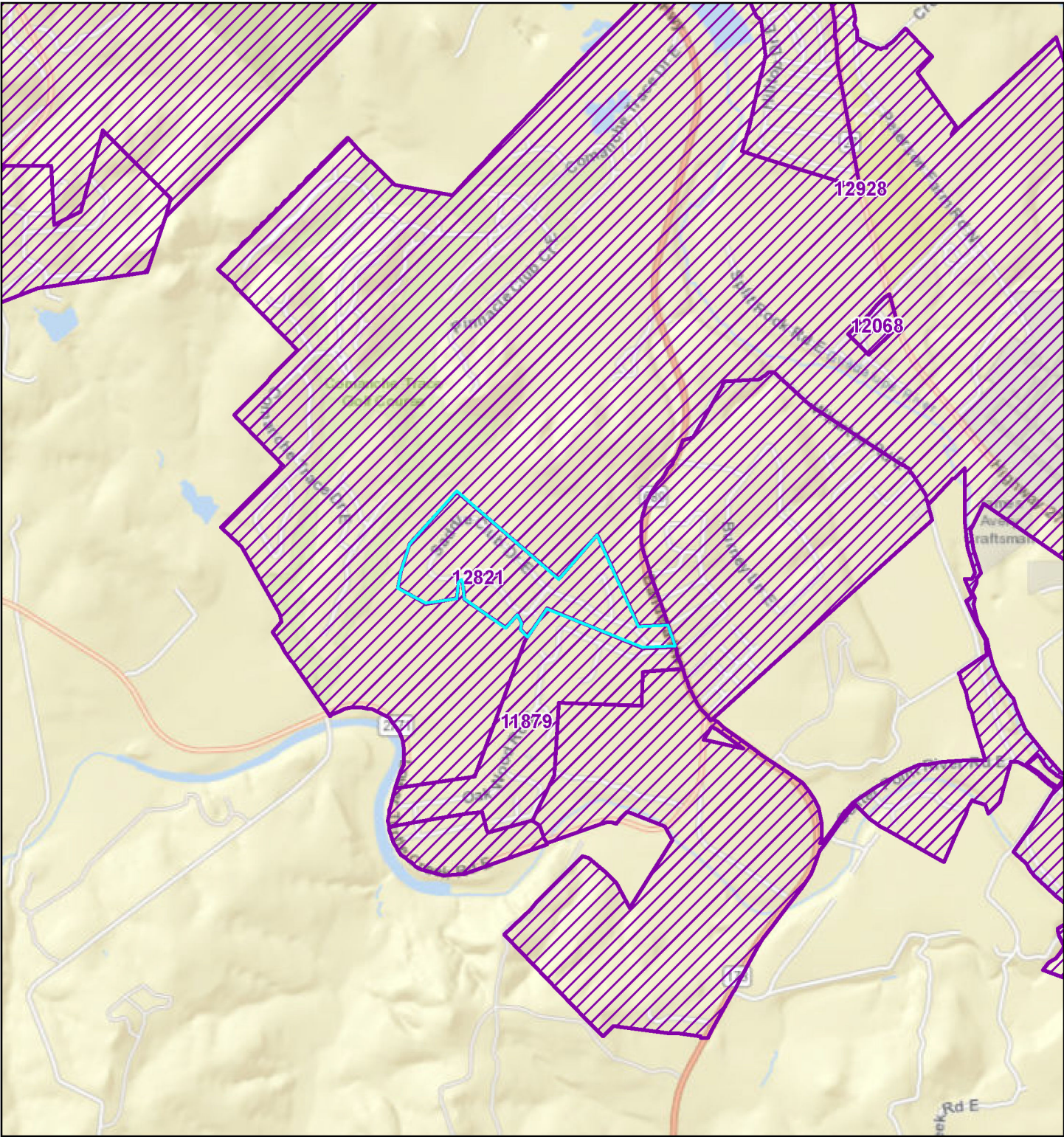
In summary, CSWR Texas and its affiliates have the financial, technical, and managerial ability to acquire, own, and operate the system in a manner that fully complies with applicable health, safety, and environmental protection laws and regulations and provides reliable, safe, and adequate service to customers. CSWR Texas is prepared to invest capital required to remedy all outstanding and future issues in the systems. It also will implement management and customer service systems and practices that will greatly improve the level of service to customers. Accordingly, the system will become a part of a financially stable and technically sound utility, and customers will receive higher quality and more reliable service. Also, by adopting current rates and tariffs, CSWR Texas will ensure the proposed acquisition has no negative impact on the system's customers. In addition, because CSWR Texas will operate as a public utility, customers will be assured the system's future operations will be scrutinized by the Commission and its staff so that its cost of service and rates are fair and reasonable.



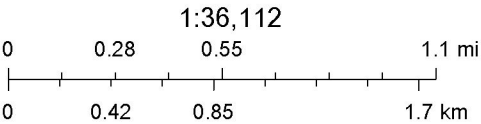
**Attachment K-1 is not  
applicable to this docket**

# Attachment L

# CCN No. 12821 - Small Scale Map

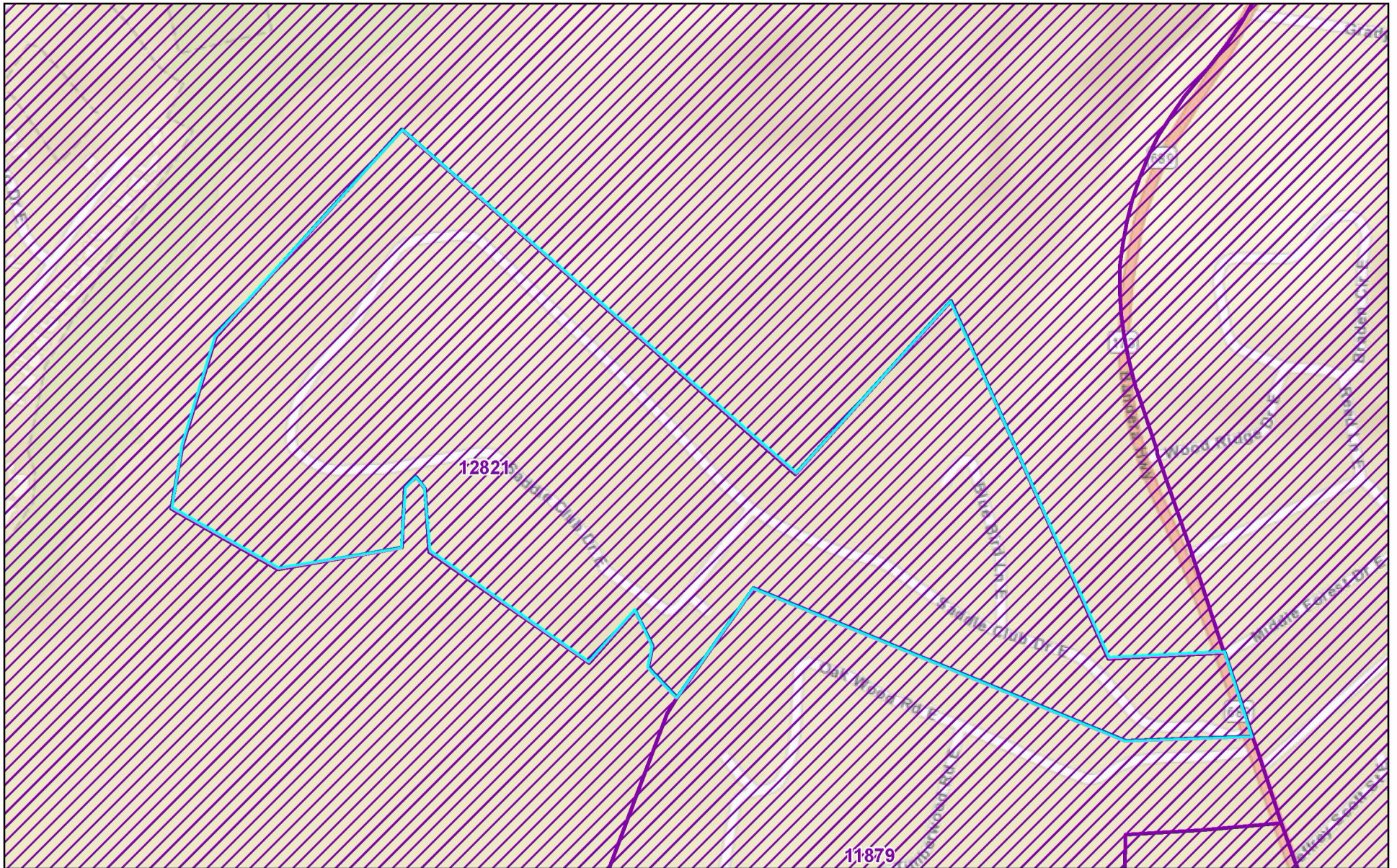


January 20, 2021

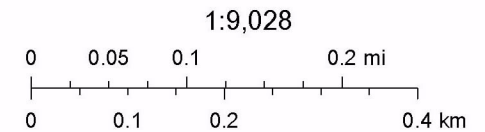


# Attachment M

# CCN No. 12821 - Large Scale Map



January 20, 2021



City of Kerrville, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

**Attachment N is not  
applicable to this docket**

# Attachment O

### **Statement of Confidentiality**

Pursuant to the Commission's standard protective order, CSWR-Texas Utility Operating Company, LLC ("CSWR Texas") is designating certain materials filed as part of its application as Protected Materials. The undersigned counsel for CSWR Texas has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation or Highly Sensitive Protected Material designation given below.

Confidential Attachment A contains the executed Purchase Agreement between CSWR Texas or its affiliates and the selling utility. The terms and pricing information of the Purchase Agreement are not publicly available, are commercially sensitive, and public disclosure of the information would cause substantial competitive harm to CSWR Texas because any other entity that seeks to acquire water or wastewater utilities in Texas or elsewhere could use the information to its competitive advantage to the detriment of CSWR Texas. Accordingly, the information contained in Confidential Attachment A is exempt from public disclosure under Tex. Gov't Code §§ 552.101, 552.104 and 552.110 and merits the Protected Material designation.

Confidential Attachment F contains the consolidated financial statements of CSWR, LLC and subsidiaries, including an independent auditor's report. This information is not publicly available, is commercially sensitive, and public disclosure of the information would cause substantial competitive harm to CSWR Texas and its subsidiaries. Any other entity that seeks to acquire water utilities in Texas and elsewhere could use the financial information to its competitive advantage, to the detriment of CSWR, LLC and its subsidiaries. Accordingly, the information contained in Attachment F is exempt from public disclosure under Tex. Gov't Code §§ 552.101 and 552.110 and merits the Protected Material information.

Highly Sensitive Attachment G contains projected financial information for the acquired system, including information from which the purchase price could be ascertained; consolidated financial statements for CSWR Texas's parent company, CSWR, LLC, and its subsidiaries; combined financial projections for other systems that CSWR Texas is in the process of acquiring; and information regarding CSWR, LLC's financial positions. This information is not publicly available, is commercially sensitive, and public disclosure of the information would cause substantial competitive harm to CSWR, LLC and its subsidiaries, including CSWR Texas. Any other entity that seeks to acquire water utilities in Texas and elsewhere could use the financial



information to its competitive advantage, to the detriment of CSWR, LLC and its subsidiaries. Accordingly, the information contained in Attachment G is exempt from public disclosure under Tex. Gov't Code §§ 552.101 and 552.110 and merits the Protected Material information.

Confidential Attachment I-1 contains correspondence between the TCEQ and the Company that reveals the identity of potential acquisitions by CSWR Texas that are not otherwise publicly available. This information is not publicly available, is commercially sensitive, and public disclosure of the information would cause substantial competitive harm to CSWR Texas and its affiliates. Accordingly, the information contained in Confidential Attachment I-1 is exempt from public disclosure under Tex. Gov't Code §§ 552.101 and 552.110.

Confidential Attachment J is an engineering report that is the proprietary information of a third-party engineering firm. Public disclosure of the information would cause substantial competitive harm to the engineering firm by allowing other engineering companies to copy the firm's methods and analyses. Public disclosure could also negatively impact the engineering firm's willingness to perform services for CSWR Texas in the future. Accordingly, the information contained in Confidential Attachment J is exempt from public disclosure under Tex. Gov't Code §§ 552.101 and 552.110.

  
\_\_\_\_\_  
Evan D. Johnson

**ATTORNEY FOR CSWR-TEXAS  
UTILITY OPERATING COMPANY,  
LLC**

**Attachment P is not  
applicable to this docket.**

**Attachment Q is not  
applicable to this docket.**

**Attachment R is not  
applicable to this docket.**