

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 9, 2014

Bridget Bohac, Chief Clerk
Office of the Chief Clerk
Texas Commission on Environmental Quality
P.O. Box 13087, MC-105
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2013-1734-UCR; Consideration of a request for a Commission order approving a contract designating service areas between Cash Special Utility District (Cash), Certificate of Convenience and Necessity (CCN) No. 10824 and the City of Greenville (City), CCN No. 10836.

Dear Ms. Bohac:

Transmitted herewith for filing with the Texas Commission on Environmental Quality (Commission or TCEQ) are the following items to be filed as backup materials for the January 29, 2014, agenda on a request for an order approving contracts designating water service areas between Cash Special Utility District and the City of Greenville:

1. Proposed Order;
2. Agenda Executive Summary;
3. Caption;
4. Staff memo detailing financial, managerial, and technical capabilities of Cash and the City to provide continuous and adequate service to the affected areas;
5. Request for Commission order approving a Texas Water Code Section 13.248 agreement filed by Cash on June 5, 2013, and declared administratively complete on August 15, 2013;
6. Texas Water Code, Section 13.248 contract between Cash and the City executed on April 22, 2013;
7. Certificates of Convenience and Necessity (CCN) Nos. 10824 and 10836;
8. Proposed map of the service areas subject to the section 13.248 agreement;
9. Notices Mailed to Parties; and
10. Consent forms signed by representatives for both Cash and the City giving approval to the ED for the above final maps.

**Contract Designating Service Areas
Cash SUD and City of Greenville
Docket No. 2013-1734-UCR
Page 2 of 2**

Please do not hesitate to contact me at (512) 239-4761 if you have any questions regarding this material. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Kayla Murray". The signature is written in a cursive, flowing style.

Kayla Murray, Staff Attorney
Environmental Law Division

Enclosures

cc: Mailing list

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**TCEQ DOCKET NO. 2013-1734-UCR
APPLICATION NO. 37626-C**

IN THE MATTER OF THE	§	BEFORE THE TEXAS
REQUEST FOR AN ORDER	§	
APPROVING THE CONTRACT	§	
DESIGNATING SERVICE AREAS	§	COMMISSION ON
BETWEEN CASH SUD AND THE	§	
CITY OF GREENVILLE IN HUNT	§	
COUNTY, TEXAS	§	ENVIRONMENTAL QUALITY

ORDER

A request for a Commission order approving a contract designating service areas between Cash Special Utility District (Cash), Certificate of Convenience and Necessity (CCN) No. 10824, and the City of Greenville (City), Certificate of Convenience and Necessity (CCN) No. 10836, in Hunt County, Texas, was presented to the Texas Commission on Environmental Quality (TCEQ or Commission) for approval pursuant to Section 13.248 of the Texas Water Code, and Title 30 of the Texas Administrative Code, Section 291.117.

On April 22, 2013, Cash and the City entered into a Water Supply Contract (Contract) regarding their respective water service areas pursuant to Section 13.248 of the Texas Water Code. Under the contract, Cash will transfer a portion of its CCN area to the City and the City will transfer a portion of its CCN area to Cash resulting in both areas being dually certificated to Cash and the City. Also under the contract, Cash will be the sole retail water service provider for the area. The total acreage amount to be transferred is approximately 19.71 acres; there are no facilities or customers that will be transferred. The Agreement is attached to this Order.

Contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE, §13.248.

The Commission held a hearing on the request at the January 29, 2014, agenda and found the request had merit.

Cash and the City are each capable of rendering continuous and adequate water service to every customer in the area as described by contract. The CCN transfer, which results in Cash being the sole retail water service provider for the dually certificated area, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

The contract dually certifying a portion of Cash SUD's CCN No. 10824 and a portion of the City of Greenville's CCN No. 10836, and designating that retail water service shall be provided by Cash SUD, CCN No. 10824, in that area, is hereby approved.

CCN No. 10824 in Hunt County, held by Cash Special Utility District, is hereby amended in accordance with the contract.

CCN No. 10836 in Hunt County, held by the City of Greenville, is hereby amended in accordance with the contract.

The Executive Director is directed to redraw the maps of the respective CCNs as provided in the contract and as set forth on the map attached to this Order, and to amend the Commission's official water service area map for Hunt County, Texas.

The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to the parties.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date:

TEXAS COMMISSION ON
ENVIRONMENTAL
QUALITY

For the Commission

Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

TO: Texas Commission on Environmental Quality

DATE: January 9, 2014

THRU: Bridget Bohac, Chief Clerk

FROM: Environmental Law Division

SUBJECT: TCEQ Docket No. 2013-1734-UCR. Consideration of a request for a Commission order approving a contract designating service areas between Cash Special Utility District and the City of Greenville.

DESCRIPTION OF APPLICATION

Applicant: Cash Special Utility District

Regulated Activity: Retail water utility service

Type of Application: Request for a Commission Order approving a contract

Commission Action: Hearing regarding approval of the contract

Authority: Texas Water Code §13.248 and 30 Texas Administrative Code §291.117

FACTUAL BACKGROUND

Cash Special Utility District (“Cash”) water certificate of convenience and necessity (“CCN”) No. 10824, and the City of Greenville (“City”), CCN No. 10836, provide retail water service in Hunt County, Texas. On April 22, 2013, Cash and the City entered into an agreement regarding their respective water service areas pursuant to §13.248 of the Texas Water Code. Under the agreement, Cash and the City will respectively designate a portion of their CCN areas for dual certification with each other. The total acreage amount to be transferred is approximately 19.71 acres; no facilities or customers will be transferred.

LEGAL AUTHORITY

The Texas Water Code prohibits a utility from providing retail sewer utility service directly or indirectly to the public without first obtaining a CCN from the Commission. *TWC § 13.242(a)*. Conversely, a municipality is not required to obtain a CCN to provide retail sewer service.¹ However, a municipality may not provide service to areas that are within the certificated area of another retail public utility without first obtaining written consent from that retail public utility. *TWC § 13.242(b)*.

The Texas Water Code and TCEQ's regulations allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs. *TWC § 13.248; see also 30 TAC § 291.117 (incorporating § 13.248 into TCEQ's rules)*.² However, a retail public utility must receive consent to obtain or amend a CCN within the corporate boundaries or extraterritorial jurisdiction ("ETJ") of a municipality with a population of 500,000 or more. *30 TAC § 291.105(b)(1)*. Therefore, an amendment of a CCN to effect a service area agreement within such an area also requires consent from the municipality.

A transfer of a water or sewer system that includes the transfer of customers and/or facilities may also require separate Commission approval for the transfer of customers and/or facilities. *TWC § 13.301*.³

The request to approve a Section 13.248 agreement is not subject to the notice provisions of Title 30, Section 291.106 of the Texas Administrative Code which apply to applications for new or amended CCNs. *30 TAC § 291.106(b)(3)(A)*. The Commission may approve the service area agreement at an agenda hearing pursuant to Section 13.248 of the Texas Water Code with the appropriate notice under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an agenda date.

¹ A municipality is a "retail public utility" under Section 13.002(19) of the Texas Water Code and is not a "utility" under Section 13.002(23). Therefore, the *TWC § 13.242(a)* requirement that a "utility" must obtain a CCN before providing retail water utility service does not apply to a municipality.

² Section 13.248 of the Texas Water Code provides:

Contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity.

³ Section 13.301 of the Texas Water Code requires some applicants to also demonstrate "adequate financial, managerial, and technical capability for providing continuous and adequate service to the service area being acquired and to any areas currently certificated to the person" for the separate transaction relating to the transfer of facilities and/or customers.

BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the Staff's recommendation:

1. Request for a Commission order approving a Texas Water Code 13.248 agreement filed by Cash on June 5, 2013, and declared administratively complete on August 15, 2013;
2. Agreement between Cash and the City executed on April 22, 2013;
3. Financial, managerial, and technical analysis of Cash's and the City's abilities to operate in the affected areas;
4. Proposed Order;
5. Final proposed maps of the water service areas subject to the 13.248 agreement; and
6. Consent forms signed by representatives for both Cash and the City which give approval to the ED for the above final maps.

STAFF RECOMMENDATION

Based upon the facts stated in the application and the supporting documentation submitted by Cash and the City, staff supports the request for a Commission order approving a contract designating service areas for dual certification between Cash and the City. Staff has confirmed that both parties are retail public utilities with active water CCNs and that the areas the parties are seeking to transfer are respectively certificated to Cash and the City. Further, staff is satisfied that both Cash and the City possess the adequate financial, managerial, and technical capability to provide continuous and adequate service to the area being certificated. Finally, the parties have reviewed the ED's proposed final map and have signed consent forms showing approval for the proposed map.

STAFF CONTACTS

Kayla Murray, Environmental Law Division (239-4761)
Mary Damron, Water Supply Division (239-4667)

CAPTION
Cash SUD / City of Greenville
Application No. 37626-C

TCEQ Docket No. 2013-1734-UCR. Consideration of a request for a Commission Order approving a contract designating service areas between Cash Special Utility District (Cash), Certificate of Convenience and Necessity (CCN) No. 10824, and the City of Greenville (City), CCN No. 10836, in Hunt County, Texas, pursuant to section 13.248 of the Texas Water Code. Under the contract, Cash will transfer a portion of its CCN area to the City and the City will transfer a portion of its CCN area to Cash resulting in both areas being dually certificated to Cash and the City. Also under the contract, Cash will be the sole retail water service provider for the approximate 19.71 acre area. There are no facilities or customers to be transferred. (Kayla Murray, Mary Damron)

TCEQ Interoffice Memorandum

To: Environmental Law Division

Date: September 17, 2013

Thru: Lisa Fuentes, Team Lead
Mary Damron
Utilities Financial Review

From:  Debi Loockerman CPA

Subject: Contract Service Agreement Pursuant to Texas Water Code Section 13.248, from Cash Special Utility District (SUD), Certificate of Convenience and Necessity (CCN) No. 10824, and the City of Greenville, CCN No. 10836, in Hunt County; Application No. 37626-C

CN: 601641426; RN: 101441277 (Cash SUD)

CN: 600241525; RN: 101207041 (City of Greenville)

Under the terms of the contract agreement signed on April 22, 2013, the parties seek to adjust both parties' CCN areas to include approximately 19.71 additional acres. All acreage subject to the agreement is in either one or other CCN and after the agreement, will be dually certified. The transfer has no affect on either entity's customers and is immaterial to the overall financial and managerial operations of both utilities. There area is less than 10% of the area in either affected CCN. The following analysis is presented so that industry norms and ratios are available as requested by the TCEQ Office of Legal Services.

Cash Special Utility District

I have reviewed an unqualified opinion audit for Cash SUD for the fiscal year ended December 31, 2012 which states that the basic financial statements present fairly, in all material respects, the financial position of the proprietary funds of the Cash SUD, and the results of its operations and cash flows in accordance with accounting principles generally accepted in the United States of America. The statement of fund assets balance sheet on that date showed total assets of \$22.1 million, long-term debt of \$9.4 million and net assets (equity) of \$11 million, for an overall ratio of debt to equity of 0.85:1. TCEQ staff prefers to see a ratio of less than 1.0 to 1.0 when reviewing for financial capability.

The statement of revenues and expenses for water and wastewater operations showed net operating revenues of \$857,628. This figure was net

TCEQ Interoffice Memorandum

September 17, 2013
Cash SUD and City of Greenville
Page 2 of 2

of depreciation expense of \$874,001. Therefore, cash available for debt service was \$1,731,629. Debt service for the year of 2013 was reported as \$1,099,928. The ratio of debt service coverage is 1.57 to 1.00. TCEQ staff considers debt service coverage ratio of 1.25 to 1.00 to be adequate to find financial capability.

City of Greenville

The 2011-2012 Comprehensive Annual Financial Report for the City of Greenville was available on the City's website. The audit report included an unqualified auditors' opinion and the City received a Certificate of Achievement for Excellence in Financial Reporting presented by the Government Finance Officers Association for the fiscal year ending September 30, 2011. The City's financial statements reflected a debt to equity ratio in its water and wastewater fund account for 2012 of 0.60 to 1.00, and a debt service coverage ratio of 1.56 to 1.00.

This information supports a finding of adequate financial and managerial capability to provide service to the area contracted for transfer.



CASH SPECIAL UTILITY DISTRICT

172 FM 1564 EAST
P.O. BOX 8129
GREENVILLE, TEXAS 75404-8129
PHONE (903) 883-2695 FAX (903) 883-4045

June 3, 2013

Ms. Lisa Fuentes
Texas Commission on Environmental Quality
Utilities & District Section, MC-153
Water Supply Division
P.O. Box 13087
Austin, Texas 78711-3087

Re: Application for Approval for Service Territory Agreement pursuant to Section 13.248, Texas Water Code

Dear Ms. Fuentes:

Enclosed please find four copies of a Service Territory Agreement previously entered into by Cash Special Utility District and the City of Greenville, Texas. Pursuant to Section 13.248 of the Texas Water Code, we respectfully request that TCEQ approve the Service Territory Agreement after notice and a hearing, and modify the parties' CCN boundaries accordingly.

If you have any questions or need additional information, please contact me at (903) 883-2695.

Sincerely,

A handwritten signature in cursive script, appearing to read "Clay Hodges".

Clay Hodges, General Manager
Cash Special Utility District

2013 JUN 5 PM 11 39

RECEIVED
TCEQ
WATER SUPPLY DIV.

AGREEMENT REGARDING WATER SERVICE TERRITORY BY AND BETWEEN
CASH SPECIAL UTILITY DISTRICT AND THE CITY OF GREENVILLE

THE STATE OF TEXAS §
§
COUNTY OF HUNT §

MAY 20 2013
RECEIVED APR 23 2013

This Agreement Regarding Water Service Territory (this "Agreement") is entered into as of 22 day of April, 2013 (the "Effective Date"), by and Cash Special Utility District, a conservation and reclamation district created and operating pursuant to Sections 49 and 65 of the Texas Water Code ("Cash") and the City of Greenville, a Texas home rule municipality (the "City"). Cash and the City are hereinafter collectively referred to as the "Parties."

RECITALS

A. WHEREAS, Section 13.248 of the Texas Water Code authorizes retail public utilities to enter into contracts designating areas to be served and customers to be served by those retail public utilities;

B. WHEREAS, that certain real property more particularly described in Exhibit "A" attached hereto (the "Property") is partially located within the certificated water service territory of Cash and partially located within the certificated water service territory of the City;

C. WHEREAS, Cash has applied for certain financial assistance that would allow it to construct water system improvements to and within the Property, including that portion of the Property located within the City's certificated water service territory. The City does not have facilities located in close proximity to that portion of the Property located in the City's certificated service territory;

D. WHEREAS, the City has agreed that Cash may provide retail water service to the entirety of the Property; and

E. WHEREAS, Cash and the City desire to enter into this Agreement pursuant to Section 13.248 of the Water Code to specify that Cash shall be the retail water service provider to the Property and to all customers located therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I.
DESIGNATION OF SERVICE TERRITORY AND CUSTOMERS

2013 JUN 5 AM 11 39

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TOD
WATER SUPPLY DIV.

1.1 Dual Certification. The Parties agree that the Property more particularly described in **Exhibit "A"** shall be dually certificated such that both the City and the Cash shall have the legal right to provide retail water service within said Property.

1.2 Construction of Facilities by Parties.

(a) The Parties agree that each Party may construct, own and operate facilities for the provision of retail water service within the Property and to any customers within the Property. Neither Party shall be entitled to utilize, operate, receive service from, or connect into the water facilities constructed by the other Party.

(b) Cash agrees that all facilities that it constructs within the Property shall be designed and construct in accordance with applicable requirements of the City since the Property is located within the City's extraterritorial jurisdiction.

**II.
TCEQ APPROVAL**

2.1 Application for Approval. Cash agrees to prepare, file and prosecute at its sole expense all applications required for TCEQ approval of this Agreement.

2.2 Assistance. The City agrees to cooperate and support in all respects, but shall not be required to incur any costs or expenses in connection therewith, all efforts by Cash related to securing TCEQ approval of this Agreement.

2.3 Interim Service. Prior to TCEQ approval of this Agreement, the City agrees that Cash may construct facilities and provide retail water service within the Property. To the extent that the laws of the State of Texas prohibit the provision of retail water service by Cash to the Property prior to the effective date of TCEQ approval of this Agreement, the City agrees that Cash may provide retail water service to the Property on behalf of the City, and that Cash may retain all revenues it receives in connection therewith as consideration of the costs and expenses incurred by Cash in connection therewith.

**III.
MISCELLANEOUS**

3.1 Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

3.2 Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas.

3.3 Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

3.4 **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

3.5 **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

3.6 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

3.7 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by all Parties.

3.8 **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

3.9 **Venue.** All obligations of the Parties are performable in Hunt County, Texas and venue for any action arising hereunder will be in Hunt County.

3.10 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.11 **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

3.12 **Entire Agreement.** This Agreement, including the attached exhibit, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

Cash:

Cash Special Utility District

By: William Reese
Name: _____
Title: President BOD

City:

City of Greenville

By: Steve Reed
Name: _____
Title: Mayor

[Signature]
Secretary



Texas Commission On Environmental Quality

By These Presents Be It Known To All That

Cash Special Utility District

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10824

to provide continuous and adequate water utility service to that service area or those service areas in Hopkins, Hunt, Rains and Rockwall Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 37626-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Cash Special Utility District to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this _____

For the Commission



Texas Commission On Environmental Quality

By These Presents Be It Known To All That

City of Greenville

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

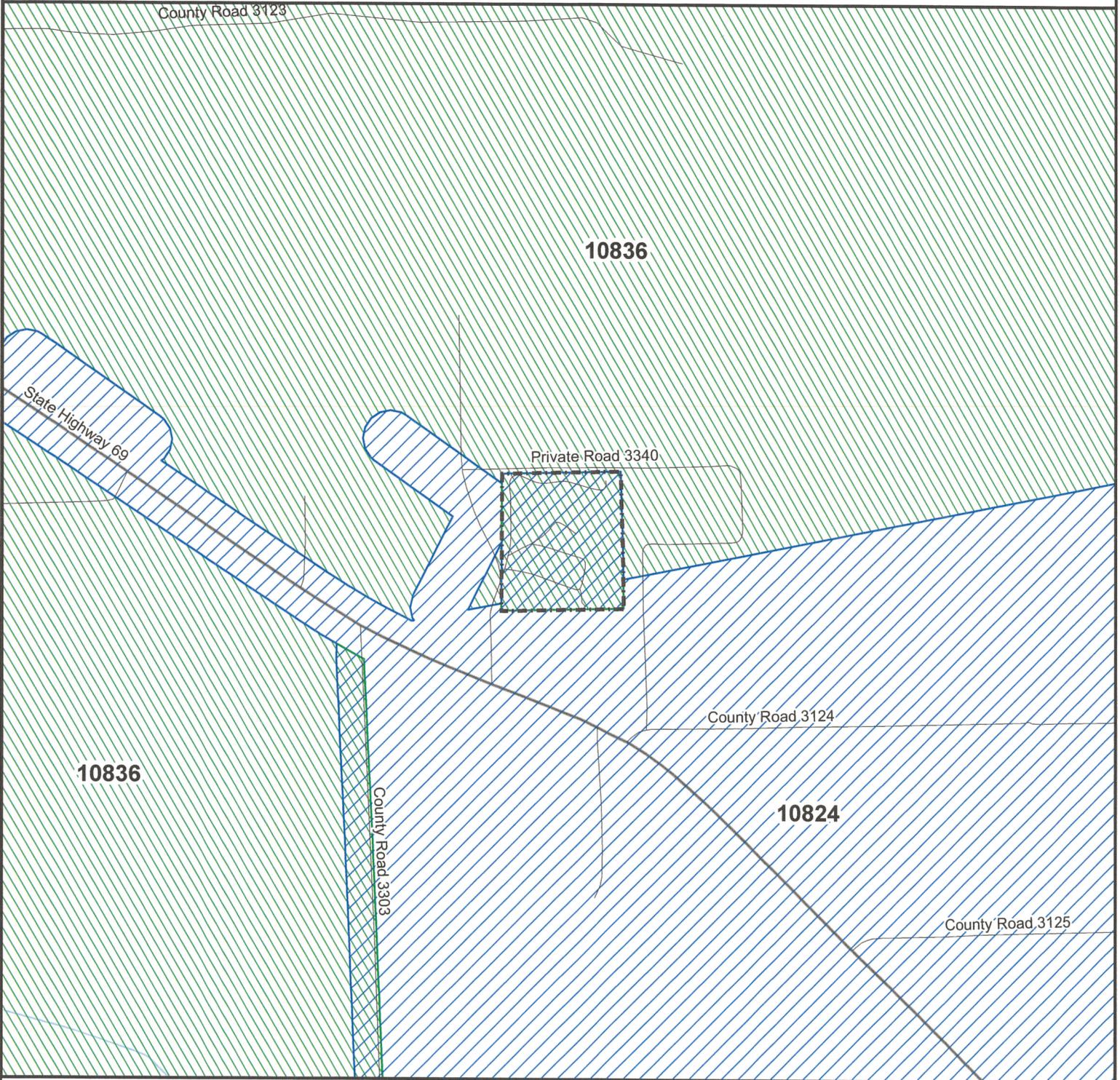
Certificate of Convenience and Necessity No. 10836

to provide continuous and adequate water utility service to that service area or those service areas in Hunt County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 37626-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the City of Greenville to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this _____

For the Commission

Cash Special Utility District / City of Greenville
Portion of Water Service Areas
Application No. 37626-C
13.248 Contract Service Agreement for Dual Certification
in Hunt County



 Agreement Area for Dual Certification

Water CCN Service Areas

-  10824 - Cash SUD
-  10836 - City of Greenville



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Feet



Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 9, 2014

Clay Hodges, General Manager
Cash Special Utility District
P.O. Box 8129
Greenville, TX 75404-8129

Steve Reid, Mayor
The City of Greenville
2821 Washington Street
Greenville, Texas 75401

Re: TCEQ Docket No. 2013-1734-UCR. Consideration of a request for a Commission order approving a contract designating service areas between Cash Special Utility District (Cash), Certificate of Convenience and Necessity (CCN) No. 10824, and the City of Greenville, CCN No. 10836.

Dear Mr. Hodges and Mr. Reid:

This letter is to inform you that the above-referenced application has been set on the Agenda for consideration by the Texas Commission on Environmental Quality (TCEQ). This Agenda will occur on January 29, 2014, beginning at 9:30 a.m. in Building E, Room 201S, 12100 Park 35 Circle, Austin, Texas. Included with this letter are the Agenda backup materials to be considered by the Commission. At least one of you will need to attend the Agenda to explain the agreement and to answer any questions the Commissioners may have.

Persons with disabilities who plan to attend this hearing and who need special accommodations at the Agenda should call the TCEQ Office of Public Assistance at 1-800-687-4040 or 1-800-RELAY-TX (TDD) at least one week prior to the hearing. If you have any questions about this matter, you may contact Mary Damron from the Water Supply Division at 1-512-239-4667 or me at 1-512-239-4761.

Sincerely,

A handwritten signature in cursive script that reads "Kayla Murray".

Kayla Murray

Staff Attorney
Environmental Law Division

Enclosure

CONSENT FORM

Applicant's Name: 13.248; Cash Special Utility District and the City of Greenville
Application No.: 37626-C

- I concur with the recommendation map and certificate transmitted by letter dated October 9, 2013.
- I do not concur with the map and certificate transmitted by letter dated October 9, 2013 and intends to respond.

I understand that I have 14 days from the date of this letter to provide my response.

I am authorized by Cash Special Utility District to sign this form.

Signature: 

Printed Name: Clay Hodges

Relationship to Applicant: Gen. Manager / Deputy Sec. / Treas.

Date signed: 10/17/13

Mall or Fax to:
Mary Damron
Utilities Financial Review Team, MC 153
Utilities and District Section
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax: (512) 239-6145

2/10/2013 10:11 FAX SERVICES 713220013 04

CONSENT FORM

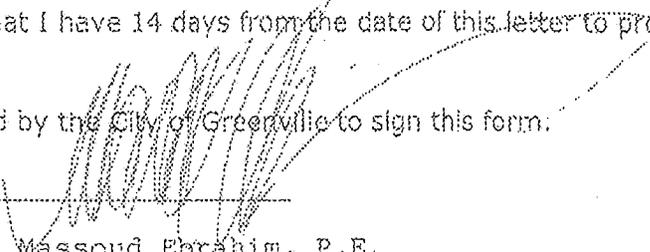
Applicant's Name: 13.248; Cash Special Utility District and the City of Greenville
Application No.: 37626-C

I concur with the map and certificate transmitted by letter dated October 9, 2013.

I do not concur with the map and certificate transmitted by letter dated October 9, 2013 and intends to respond.

I understand that I have 14 days from the date of this letter to provide my response.

I am authorized by the City of Greenville to sign this form.

Signature: 

Printed Name: Massoud Ebrahim, P.E.

Relationship to Applicant: City Manager

Date signed: October 18, 2013

Mail or Fax to:
Mary Damron
Utilities Financial Review Team, MC 153
Utilities and District Section
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax: (512) 239-6145