



Control Number: 44267



Item Number: 11

Addendum StartPage: 0



JACKSON WALKER L.L.P.

125 YEARS
ATTORNEYS & COUNSELORS

April 10, 2015

Ali Abazari
(512) 236-2239 (Direct Dial)
(512) 391-2197 (Direct Fax)
aabazari@jw.com

VIA e filing and Hand Delivery

Ms. Mary Lupo
Water Utilities Division
Public Utility Commission
1701 N. Congress
Austin, Texas 78701

RECEIVED
2015 APR 10 PM 2:03
PUBLIC UTILITY COMMISSION
FILING CLERK

RE: Docket No. 44267; Application of Double Diamond Utilities Co. DBA The Cliffs
Resort to Obtain or Amended a Water/Sewer CCN

Dear Ms. Lupo:

This letter constitutes Double Diamond Utilities Co.'s responses to the deficiencies noted by PUC staff in the above-referenced matter. The deficiencies along with the responses are set out below.

Provide proof that the 2014 regulatory assessment fees have been paid to the TCEQ.

A copy of TCEQ's Revenue and Regulatory Assessment Report and Double Diamond Utilities Co.'s check providing proof of payment of the 2014 regulatory assessment fee is contained in Attachment A.

Provide the name(s) and the respective percentage of ownership in the corporation.

Double Diamond Utilities Co. is an investor-owned utility that is privately owned by Double Diamond-Delaware, Inc.

Complete list of neighboring entities within a 2-mile radius of the proposed water and sewer service areas including utilities (CCNs), districts, counties, groundwater conservation districts, cities and their ETJ's and other entities required to receive notice.

Neighboring entities within a 2-mile radius of the proposed water and sewer service areas are:

Possum Kingdom Water Supply
1170 Willow Road
Graford, TX 76449

Gaines Bend Utilities, Inc.
1 Gibson Drive
Graford, TX 76449

Sportsman World MUD
3138 Hells Gate Loop
Strawn, TX 76475

Palo Pinto County Judge
David Nicklas
P.O. Box 190
Palo Pinto, TX 76484

There are no cities or ETJs or groundwater conservation districts within the 2-mile radius of the CCN.

An updated large scale map of proposed water and sewer service areas clearly delineating the proposed service areas with enough detail to accurately locate them in the vicinity of major and minor street , highways, roads and other topo features.

- a. Maps must only show proposed water and sewer service areas, not the existing service areas.*
- b. The proposed service areas provided on maps must delineate the same service areas in the digital form.*

Responsive maps are contained in Attachment B. Sheet 1 depicts the proposed areas to be added to the CCNs for water and sewer service. These include sections that are in Phases 1, 10, 11, and 12 of the development. Sheet 2 depicts all the current customers in the proposed amendment areas. Sheets 3 and 4 depict all the water and sewer lines in the proposed amendment area.

The name and address of landowners who have requested CCN service in Phase I of the CCN Amendment area along with copies of the Contract for Service and Work Orders for these customers are included in Attachment C.

3. An overlap was identified between the proposed water service area and the existing water CCN for Possum Kingdom WSC (CCN. 12890). If the applicant is unable to obtain an agreement for dual certification or decertification, the applicant must submit revised maps and digital data for the proposed water service area to remove the overlap with CCN No. 12890. To resolve this overlap, the applicant may either:

- a. Remove the overlap with the existing water CCN for Possum Kingdom WSC.*
- b. Submit an agreement between the applicant and the CCN No. 12890 allowing for dual certification; and*
- c. Submit an agreement between Applicant and the CCN No. 12890 to allow for decertification of a portion of the Possum Kingdom WSC.*

Attachment D contains a letter from Possum Kingdom Water Supply Corporation stating their agreement for the decertification of subject area.

4. *Submit revised digital data only delineating the proposed water and sewer service areas requested with this application. Staff is unable to use digital data with the projection information provided.*

Attachment E contains two CDs containing the requested information.

Sincerely,



Ali Abazari

Attachments

cc: Mandeep Chatha, PUC Legal Division (without oversized maps/CD)
Randy Gracy, Double Diamond Utilities Co. (without attachments)

Via Facsimile
Via email

ATTACHMENT A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Revenue and Regulatory Assessment Report For PUBLIC UTILITY

UTILITY: DOUBLE DIAMOND UTILITIES

ACCOUNT: 12087

Revenue and Regulatory Assessment Report for the Calendar Year 2014	
1. Enter total revenues from retail water and sewer service in year 2014	1,238,468.00
2. Enter amount collected OR multiply item 1 by 0.01	2. 23,874.68
3. Late payment penalty: 5% - If paid after January 30th and before March 1st - multiply line 2 by 0.05 10% - If paid after March 1st - multiply line 2 by 0.10	3. NA
4. Late payment interest, 1% per month if paid after March 31st: a. Multiply line 2 by 0.01 = monthly interest due, then b. Multiply monthly interest due by the number of months payment is made after March 31, rounded to the nearest month.	4. NA
5. Amount due and payable (Add lines 2, 3, and 4).	5. 23,874.68

mail
1/20/15

Please note if the utility was inactive for more than a month during the year or experienced other circumstances which affected revenues (attach an additional page if necessary):

I declare that the above information is true and correct to the best of my knowledge and belief.

Signature Kerje Sebsbie Date 1/12/2015
 Preparer's name Kerje Sebsbie Phone number (214) 706-7854
 (Please Print)

VIPP Form WC04C5 / TCEQ-20098

Calendar Year 2014
REVENUE & REGULATORY ASSESSMENT REPORT
 For PUBLIC UTILITY

PLEASE RETURN ENTIRE ORIGINAL FORM
 WITH CHECK OR MONEY ORDER PAYABLE TO:



**TEXAS COMMISSION ON
 ENVIRONMENTAL QUALITY**

DOUBLE DIAMOND UTILITIES
 5495 BELT LINE RD STE 200
 DALLAS, TX 75254-7658

AMOUNT ENCLOSED	ACCOUNT NO.
\$23,874.68	12087

CHECK HERE IF YOUR ADDRESS OR YOUR PHONE NUMBER HAVE CHANGED. PLEASE INDICATE ADDRESS OR PHONE NUMBER CHANGE ON BACK.

PAYMENTS NOT RECEIVED BY JANUARY 30,
 WILL RECEIVE A NOTICE OF VIOLATION

0000012087 1533242 00000000000130156

Double Diamond Utilities Co.

Vendor No : TXCOMMI

Check No : 3802

01/22/15

Texas Commission on

Reference	Invoice Date	Gross Amount	Description	Net Amount Paid
150112	01/12/15	23,874.68	ACCT# 12087	23,874.68
Totals :		23,874.68		23,874.68

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Double Diamond Utilities Co.
5495 Belt Line Road, Suite 200
Dallas, TX 75254

Compass Bank
Dallas, TX 75265-0561
88-0744/1119

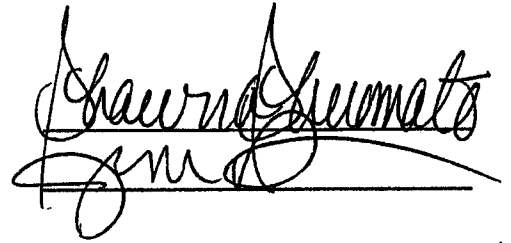
Check # : 3802
01/22/15

Amount : *****23,874.68

Pay **** TWENTY THREE THOUSAND EIGHT HUNDRED SEVENTY FOUR AND 68/100 DO

Pay to the
Order of:

Texas Commission on
Environmental Quality
P.O. Box 13088
Austin, TX 78711-3088



⑈003802⑈ ⑆113010547⑆ ⑈0070548534⑈

ATTACHMENT B

OVERSIZED DOCUMENTS
(Available in PUC Central Records)

ATTACHMENT C

The Cliffs Customers in the Requested CCN Amended Area.

Below is a list of the Property- Lot, Block, Name on file and Address.

2	801..138	Floyd D. May	535 Bay Hill Drive
4	801..136	William James Pierce	575 Bay Hill Drive

Phase 1 customers
2. Bi. TC customers.
Amended CCN
Area 1

The Cliffs Phase I Lot 134

FORWARDED TO
DOUBLE DIAMOND

SEP 07 2000

APPLICATION AND CONTRACT FOR WATER SERVICE

Mny Hawkins
15 Fifth Street
Aham, TX
76450

Name: *Mrs Lewis Deason*
Address: *Lot 136 Phase I*
(Street, Route or P.O. Box)

Date: *Aug 19 2000*
Telephone: *940-664-2226*
Abilene TX 76449
(City, State, Zip)

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot *136*, of the *Phase I* Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$32.50 per month for 0 to 1,000 gallons water per month. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: *ASAP*

Lenny B Hawkins
Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$ *400.00* *Ch# 0093*

Date: *9/7/00*

Double Diamond Utility Co.
Authorized Agent

Lonny Hawkins
15 9th Street
Laham TX
76450

APPLICATION AND CONTRACT FOR SEWER SERVICE

FORWARDED TO
DOUBLE DIAMOND

SEP 07 2000

Name: Lonny B. Hawkins
Address: Lot 136
(Street, Route or P.O. Box)

Date: Aug, 19 2000 *mej*
Telephone: 940-664-2226 *#*
(City, State, Zip)

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot 136, of the THE CLIFFS Subdivision. *Phase I*
575 Bayhill Dr.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$28.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: _____

Lonny B. Hawkins
Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$ 2500.00 *ck#0093*

Date: 9/7/00

Double Diamond Utility Co.
Authorized Agent

St. Gibbons

801..136

WORK ORDER

FORWARDED TO
DOUBLE DIAMOND

THE CLIFFS

ON POSSUM KINGDOM

SEP 28 2000

136
LOT #
I
SECTION

WATER DEPARTMENT

Water Department

PROPERTY OWNER Lonny Hawkins TELEPHONE _____
(Area Code/Number)

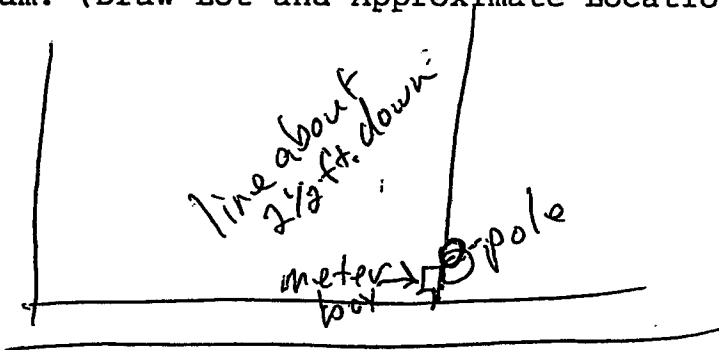
MAILING ADDRESS 405 Fifth Street
(Street or Route)
Graham, TX 76450
(City, State and Zip)

Amount Received \$ 400.00 Date Received 9/7/00

Ch# 0093 \$2900.00

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Meter)



Meter Serial Number 16434853

Beginning Meter Reading 0

Name of Street Bay Hill DRIVE 9-28-00
(Date Completed)

Billy Martin
Authorized Signature

801 136

WORK ORDER

THE CLIFFS

ON POSSUM KINGDOM

FORWARDED TO
DOUBLE DIAMOND
136
LOT # 2
I 26 2001

SECTION

SEWERAGE DEPARTMENT

Sewerage Department

PROPERTY OWNER Lonny Hawkins TELEPHONE _____
(Area Code/Number)

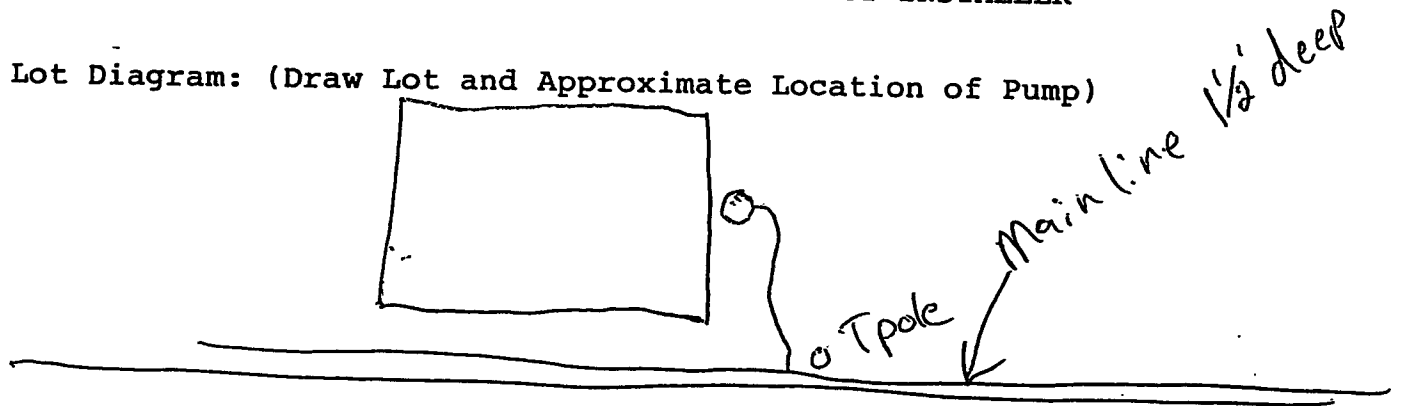
MAILING ADDRESS 405 Fifth Street
(Street or Route)
Maham, TX 76450
(City, State and Zip)

Amount Received \$ 2500.00 Date Received 9/7/00

CK# 0093 \$2900.00

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Pump)



Pump Serial Number _____ 6/23/01
(Date Completed)

Name of Street Bay Hill DR

Billy Martin
Authorized Signature

The Cliffs Phase 1 Lot 138

THE CLIFFS
APPLICATION AND CONTRACT FOR WATER SERVICE

Name(s): William D. Pappas Date: September 27, 2004
Address: 44 Harkness Drive Telephone #: 817-237-3555
(Street, Route or P.O. Box) Fear Ward, Texas 76107
(City, State, Zip)

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot 138, Section 1, of the The Cliffs Subdivision.
138 Phase

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$30.00 per month for 0 to 1,000 gallons of water. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddlelap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: Nov. 1, 2004
or as soon as possible

William D. Pappas
Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$ 400.00

Date: 10/28/04

Double Diamond Utilities Co.
Authorized Agent

file



THE CLIFFS
• RESORT •
POSSUM KINGDOM

WORK ORDER

138
LOT #

1
SECTION

Water Department

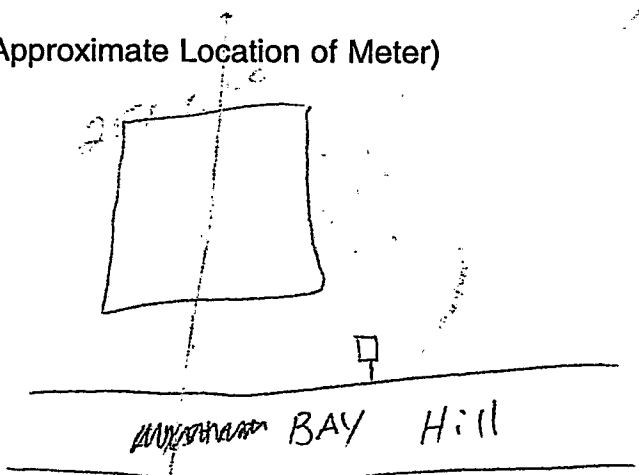
PROPERTY OWNER William Pollard TELEPHONE 817-737-3555
Area Code/Number

MAILING ADDRESS 411 Hazelwood Dr.
(Street or Route)
Ft. Worth Tx 76107-1517

Amount Received \$ 400⁰⁰ Date Received 11/2/04

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Meter)



Meter Serial Number 79671280

Beginning Meter Reading 40 0000 010

Name of Street Bay Hill 12/29/04
(Date Completed)

[Signature]
Authorized Signature

7776



THE CLIFFS
 • RESORT •
 POSSUM KINGDOM

WORK ORDER

138

LOT #

1

SECTION

Sewerage Department

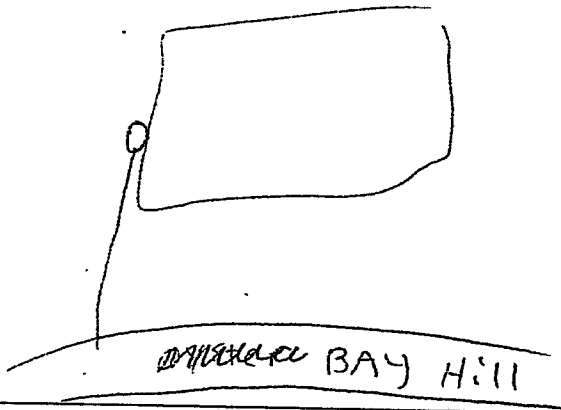
PROPERTY OWNER William Pollard TELEPHONE 817-737-3555
 Area Code/Number

MAILING ADDRESS 411 Hazelwood Dr.
 (Street or Route)
H. W. 14th St 76107-1517

Amount Received \$ 2500⁰⁰ Date Received 11/2/04

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Pump)



Pump Serial Number _____

Name of Street ~~Bay Hill~~ BAY Hill 12/29/04
 (Date Completed)

Daniel Lewis
 Authorized Signature

#776
 11/1/04

ATTACHMENT D

LAW OFFICES OF MARK H. ZEPPA, P.C.

4833 Spicewood Springs Road, Suite 202
Austin, Texas 78759-8436
(512) 346-4011 Fax (512) 346-6847
markzeppa@austin.twcbc.com

April 1, 2015

Via email to: aabazari@jw.com

Mr. Ali Abazari
Jackson Walker, LLP
100 Congress Ave, Ste., 1100
Austin Texas 78701

Re: Double Diamond Utilities Company, Inc. acquisition of service area from Possum Kingdom Water Supply Corporation in Palo Pinto County

Dear Mr. Abazari:

You contacted me to inquire whether my client, Possum Kingdom Water Supply Corporation, would agree to release a small portion of its certificated service area to Double Diamond Utilities Company, Inc. This inquiry was made because the Public Utility Commission staff has advised Double Diamond that a small area it serves and seeks to certificate is currently certificated to Possum Kingdom.

Possum Kingdom is aware of the area in question. Possum Kingdom does not serve it. The area is served by Double Diamond, to whom Possum Kingdom has always thought the area was certificated.


Possum Kingdom does not object to the area being singly certificated to Double Diamond conditioned upon the following:

1. The PUC approves of the change in CCNs. Double Diamond shall be responsible for obtaining this approval. This can be condone through decertification in a CCN application or in an STM application.
2. USDA Rural Development approves by releasing its lien on that portion of what the PUC says is part of Possum Kingdom's service area. Possum Kingdom shall be responsible for obtaining this approval. Double Diamond will provide Possum Kingdom with the maps needed for the USDA lien release application.
3. Double Diamond shall pay Possum Kingdom \$1,000 in consideration of possible lost future revenues from the area in question.

Mr. Ali Abazari
April 1, 2015
Page 2

This letter may be filed with the PUC and made public record.

Respectfully yours,



Mark H. Zeppa,
PKWSC General Counsel

Cc: Sue Cathey, PKWSC Manager
Via email: sue@pkwsc.com

ATTACHMENT E

CDs

(Available in PUC Central Records)