



Control Number: 44267



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PUBLIC UTILITY COMMISSION
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February 11, 2016

Public Utility Commission
Attention: Central Records
1701 N. Congress Avenue, Suite 8-100
Austin, Texas 78711

VIA e filing and Hand Delivery

RE: Docket No. 44267; Application of Double Diamond dba The Cliffs Resort to Obtain or Amend a Water/Sewer Certificate of Convenience and Necessity in Palo Pinto County

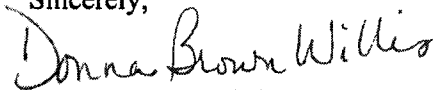
Dear Central Records:

At the request of Emily Sears, PUC Water Utility Regulation, I enclose the following documents:

- Consent Form signed by Double Diamond Utilities Company, Inc.;
- Consent Form signed by Possum Kingdom Water Supply Corporation;
- Drought Contingency Plan for the Investor Owned Utility (to be attached as Section 4.0 to Tariff);
- Double Diamond Utilities Company Application and Contract for Service (to be attached as Appendix B to Tariff).

I also enclose seven additional copies. Please file stamp and return the extra copy included with this filing.

Sincerely,


Donna Brown Willis
Paralegal

Enclosures

cc: Mandeep Chathaa, PUC Legal Division
Emily Sears, PUC Financial Analyst

(Via email)

(Via email)

15709411v.1

CONSENT FORM

Applicant's Name: Double Diamond Utilities Company, Inc.
Docket No.: 44267

Please mark the appropriate line:

X *I concur* with the maps, certificates, and tariffs transmitted by e-mail on February 5, 2016.

 I do not concur with the maps, certificates, and tariffs transmitted by e-mail on February 5, 2016. I understand that I have 10 days from the date of this email to provide my response.

I am authorized by Double Diamond Utilities Company, Inc., to sign this form.

Signature: 

Printed Name: Randy Gracy

Relationship to Applicant: President

Date signed: 2-8-16

Please mail the original and 7 copies to:

Mailing Address:
Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Shipping / Overnight Delivery Address:
Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

CONSENT FORM

Applicant's Name: Possum Kingdom Water Supply Corporation
Docket No.: 44267

Please mark the appropriate line:

I concur with the maps, certificates, and tariffs transmitted by e-mail on **February 5, 2016.**

I do not concur with the maps, certificates, and tariffs transmitted by e-mail on **February 5, 2016.** I understand that I have 10 days from the date of this email to provide my response.

I am authorized by Possum Kingdom Water Supply Corporation to sign this form.

Signature: _____

Printed Name: _____

Jeremiah Gore

Relationship to Applicant: _____

General Manager

Date signed: _____

2-8-2016

Please mail the original and 7 copies to:

Mailing Address:
Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Shipping / Overnight Delivery Address:
Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Section 2: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the following:

- ◆ Personal contact with available resident property owners.

Section 3 Public Education

The Double Diamond Utility Company will provide Cliffs water customers with a copy of the final Drought Contingency Plan. Any other information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage will be sent by direct mailings or utility bill inserts.

Section 4 Coordination with Regional Water Planning Groups

The service area of the Cliffs Community Water System is located within:

North Central Texas Planning Region #4

The Cliffs Community Water System has mailed a copy of the Plan to the RWPG at P.O. Box 5888, Arlington, TX 76005.

Section 5 Notice Requirements

Written notice will be provided to each customer prior to implementation or termination of the water restriction program. Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

1. the date restriction will begin,
2. the circumstances that triggered the restrictions,
3. the stages of response and explanation of restrictions to be implemented, and,
4. an explanation of the consequences for violations.

The utility must notify the TNRCC by telephone at (512) 239-6020, or electronic mail at watermon@tnrcc.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, TX 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. They utility must file a status report of its restriction program with the TNRCC at the initiation and termination of mandatory water use restrictions (i.e. Stages III and IV).

Section 6 Violations for mandatory stages

1. First violation -- The customer will be notified by written notice of their specific violation.

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CCN 12087 OCT 4 '00

APPROVED TARIFF BY *[Signature]*

2. Subsequent violations:

- a. After written notice, the utility may install a flow-restriction device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The utility may charge the customer for the actual cost of installing and removing the flow-restricting device, not to exceed \$50.00.
- b. After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of \$25.00 will apply for restoration of service.

Section 7 Exemptions or Variances

The utility may grant any customer exemption or variance for the drought contingency plan for good cause upon written request to the Utility Superintendent, Cliffs Water Department, 160 Cliffs Drive, Graford, TX 76449. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas National Resource Conservation Commission. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of the Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - CUSTOMER AWARENESS

Stage I will begin:

Every April 1st, the utility will mail a public announcement to its customers. No notice to TNRCC required.

Stage I will end:

Every September 30th, the utility will mail a public announcement to its customers. No notice to the TNRCC required.

Utility Measures

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TNRCC.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

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APPROVED TARIFF BY *[Signature]*

STAGE II – VOLUNTARY WATER CONSERVATION:

The water utility will implement Stage 2 when the demand-based trigger is reached. Stage 2 trigger is defined as inability to achieve full storage tank recovery within an average of 18 – 20 hours per day.

Upon initiation and termination of Stage 2, the utility will mail a public announcement to its customers. No notice to TNRCC required.

Requirements for termination

Stage 2 of the Plan may end when all the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly reviews of customer use records and follow-up on any that have unusually high usage.

Voluntary Water Use Restrictions:

1. **Restricted Days:** Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to Sunday, Tuesday, and Thursday.

2. **Restricted Hours:** Irrigation of landscaped areas is limited to the hours of 8:00 PM till 5:00 AM on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

STAGE III – MANDATORY WATER USE RESTRICTIONS:

The water utility will implement Stage 3 when the demand-based trigger is reached. Stage 3 trigger is defined as inability to achieve full storage tank recovery within an average of 20 – 22 hours per day, for three (3) or more consecutive days.

Upon initiation and termination of Stage 3, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirements for termination:

Stage 3 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

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CCN 12087 OCT 4 '00

APPROVED TARIFF BY *LMKB*

Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains.

Mandatory Water Use Restrictions:

The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Tuesdays only. This is (1) day of watering. Irrigation of landscaped areas is further limited to the hours of 8:00 PM till 5:00 AM on the designated watering day. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on the designated watering day. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "jacuzzi" type pools is prohibited except on the designated watering day.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.
6. The following uses of water are defined as non-essential and are prohibited:
 - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;
 - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. use of water for dust control;
 - d. flushing gutters or permitting water to run or accumulate in any gutter street;
 - e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - f. any waste of water.

STAGE IV - CRITICAL WATER USE RESTRICTIONS:

The water utility will implement Stage 4 when a demand-based trigger is reached. Stage 4 triggers are defined as inability to achieve full storage tank capacity within an average of 22 - 24 hours per day, and/or a system outage.

Upon initiation and termination of Stage 4, the utility will mail a public announcement to its customers. Notice to TNRCC required.

Requirement for termination:

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, the utility will mail a public announcement to its customers.

CGN 12087 OCT 4 '00

APPROVED TARIFF BY *SmKB*

Operational Measures:

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 PM and 3:00 AM. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all customers.

Mandatory Water Use Restrictions: All outdoor use of water is prohibited.

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

CCN 12087 OCT 4 '00

APPROVED TARIFF BY *L. K. B.*

Double Diamond Utilities Co.

APPLICATION AND CONTRACT FOR WATER SERVICE

Date _____, 20____

Name _____ Telephone (____) _____

Physical Address: _____ Mailing Address: _____

(Hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (Hereinafter referred to as the "Supplier") to:

- White Bluff Lot _____ WB _____ Subdivision
- The Cliffs Lot _____ Phase _____
- The Retreat Lot _____ Block _____ Phase _____

Applicant agrees to pay Supplier a non-refundable water tap-on fee as approved by the Texas Commission on Environmental Quality (TCEQ) prior to commencement of water service. Applicant further agrees to pay the Supplier a monthly usage fee according to the rates in the tariff on file and approved by the TCEQ. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddle tap corporation stop, curb stop, 5/8 inch water meter and meter box ("Equipment") at the front of Applicant's lot within 30 days of the date of this Application (construction progress permitting). 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 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 .25% 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 connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee as approved by the TCEQ, 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 as approved by the TCEQ, 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 in accordance with its tariff on file with the TCEQ, currently ten (10) 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 are subject to change to meet changes in cost of services. Any notice or 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: _____

Signature of Applicant - Owner

Tap-On Payment/Transfer Fee Paid.

Amount \$ _____

Date: _____

Double Diamond Utilities Co. - Authorized Agent

Double Diamond Utilities Co.

APPLICATION AND CONTRACT FOR SEWER SERVICE

Date _____, 20____

Name _____ Telephone (____) _____

Physical Address: _____ Mailing Address: _____

(Hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (Hereinafter referred to as the "Supplier") to:

- White Bluff Lot _____ WB _____ Subdivision
- The Cliffs Lot _____ Phase _____
- The Retreat Lot _____ Block _____ Phase _____
- Rock Creek Lot _____ Block _____ _____ Addition

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee as approved by the Texas Commission on Environmental Quality (TCEQ) prior to commencement of sewer service. Applicant further agrees to pay the Supplier a monthly usage fee according to the rates in the tariff on file and approved by the TCEQ. Usage fees are due upon receipt of the monthly statement.

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 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 condition immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee as approved by the TCEQ, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without express written consent of Supplier and payment of Supplier's transfer fee as approved by the TCEQ, 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.

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Date Service Desired: _____ Signature of Applicant - Owner _____

Tap-On Payment/Transfer Fee Paid: _____

Amount \$ _____

Date: _____ Double Diamond Utilities Co. - Authorized Agent