



Control Number: 44267



Item Number: 29

Addendum StartPage: 0

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PUBLIC UTILITY COMMISSION  
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February 22, 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 PUC Water Utility Regulation section, I enclose the following documents:

- Consent Form signed by Double Diamond Utilities Company, Inc., concurring with the sewer tariff transmitted on February 22, 2016
- Double Diamond Utilities Company Application and Contract for Sewer 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)

**CONSENT FORM**

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

Please mark the appropriate line:

*I concur* with the tariff transmitted by e-mail on February 22, 2016.

*I do not concur* with the tariff transmitted by e-mail on February 22, 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: Randy Gracy

Printed Name: Randy Gracy

Relationship to Applicant: President

Date signed: 2-22-16

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

**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 saddletap 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