

Control Number: 45570



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PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

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APPLICATION OF MONARCH § BEFORE THE STATE OFFICE
UTILITIES I, L.P. TO CHANGE RATES § OF
FOR WATER AND SEWER SERVICE § ADMINISTRATIVE HEARINGS

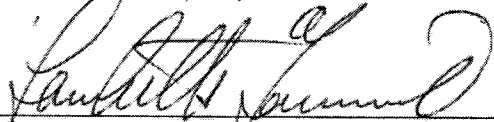
**MONARCH UTILITIES I, L.P.'S RESPONSES TO
TEXAS AGAINST MONOPOLIES' EXCESSIVE RATES
FIRST REQUEST FOR INFORMATION**

To: Texas Against Monopolies' Excessive Rates ("TAMER"), by and through its attorney of record, David Frederick, Frederick, Perales, Allmon & Rockwell, P.C., 707 Rio Grande, Suite 200, Austin, Texas 78701.

Monarch Utilities I, L.P. ("Monarch") files its Responses to Texas Against Monopolies' Excessive Rates' ("TAMER") First Requests for Information received April 28, 2016. This response is timely filed. This response may be treated by all parties as if it were filed under oath.

Respectfully submitted,

**LLOYD, GOSSELINK,
ROCHELLE & TOWNSEND, P.C.**
816 Congress Avenue, Suite 1900
Austin, Texas 78701
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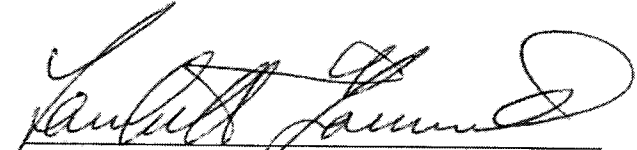
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ATTORNEYS FOR MONARCH UTILITIES I, LP

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of May, 2016, a true and correct copy of the foregoing document has been hand-delivered., sent via facsimile, e-mail, or first class mail to all parties of record.



LAMBETH TOWNSEND

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-1: Admit that Mr. Robert L Kelly is not sponsoring Attachment RLK-2.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-2: Identify the person who prepared RLK-2 and provide the qualifications of such person, when RLK-2 was prepared and the source of the information in RLK-2.

RESPONSE: Robert Kelly. See Robert Kelly's Direct Testimony, Page 3, line 13, ending on Page 4, line 2. RLK-2 was prepared in January, 2016 and is based on workpapers supporting rate applications filed with the TCEQ by Tecon in 2001, and by Monarch in 2007, 2011 and 2013.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-3: Admit that Mr. Robert L Kelly is not sponsoring Attachment RLK-3.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-4: Identify the person who prepared RLK-3 and provide the qualifications of such person, when RLK-3 was prepared and the source of the information in RLK-3

RESPONSE: Robert Kelly prepared RLK-3. See Robert Kelly's Direct Testimony, Page 3, line 13, ending on Page 4, line 2. RLK-2 was prepared in January, 2016 and is based on workpapers supporting rate applications filed with the TCEQ by Monarch in 2007, 2011 and 2013.

Prepared by: Robert Kelly
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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-5: Admit that Mr. Robert L Kelly is not sponsoring Attachment RLK-4.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-6: Identify the person who prepared RLK-4 and provide the qualifications of such person, when RLK-4 was prepared and the source of the information in RLK-4.

RESPONSE: The engineering firm, Civil Solutions Inc., prepared RLK-4. The individual with the firm who prepared the report was William L. Boomer, P.E. The principal criteria used to define the recommendations for upgrading the water distribution system, are based on Insurance Service Office (ISO) fire flow criteria, Texas Legislature HB 1717 (amending Section 341 of the Health and Safety Code regarding fire hydrants) and the Texas Commission on Environmental Quality Chapter 290 Rules.

Prepared by: Robert Kelly
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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-7: Identify the person who prepared Attachment OPUC RFI 2-9 that sets out the \$1.1 million that Robert Kelly states that you invested in Blue Mound infrastructure on the pages that are not numbered but involve his discussion of Principle Nos. 3, 5 and 9 under Section III Blue Mound Sale. Identify all of those items in Attachment OPUC RFI 2-9 that are also listed in whole or part on RLK 4, and explain how the item identified as the Blue Mound Master Plan is an investment in infrastructure. Please provide a copy of that Plan.

RESPONSE: Edward Taussig prepared the attachment under the direction of Robert Kelly. None of the items in the referenced attachment are included in RLK-4. The Blue Mound Master Plan is an investment in infrastructure as it provided future value by determining the capability of the water system to meet fire flows and improve the ISO rating.

The requested documents are voluminous and are available at the offices of Monarch's attorneys, Lloyd Gosselink Rochelle & Townsend, P.C., located at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

Prepared by: Robert Kelly
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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-8: Explain the basis for the Opinion of Probably Costs shown on RLK 4, and provide all documents related to the figures provided in that document.

RESPONSE: See documents responsive to TAMER RFI 1-7.

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Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-9: Explain why RLK 4 is not sealed by a professional engineer.

RESPONSE: RLK 4 is a table included in the Blue Mound Master Plan – TAMER 1-7, which is sealed by a professional engineer.

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-10: Identify all items that are listed as costs on RLK 4 that were not pursued, explain why the costs were not undertaken for each item on RLK 4 and when you would have pursued completing each item of cost, if you had not sold Blue Mound.

RESPONSE: None of the items listed in RLK 4 were constructed by Monarch. It was Monarch's intent to undertake these projects when the Blue Mound elevated storage tank was leaking beyond repair, which would have been within the next 5 to 10 years. At that time Monarch would have begun construction of the improvements listed in RLK-4.

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-11: Admit that the ratepayers did contribute to recovery of depreciation for the Blue Mound assets.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-12: Provide your opinion of the extent to which ratepayers did contribute to the recovery of depreciation for the Blue Mound assets.

RESPONSE: See response to TAMER RFI 1-11.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-13: Admit that the ratepayers did contribute to the payment of property taxes for the Blue Mound assets.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-14: Provide your opinion of the extent to which ratepayers contributed to property taxes for the Blue Mound assets.

RESPONSE: See response to TAMER RFI 1-13.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-15: Admit that the ratepayers did contribute to maintenance for the Blue Mound assets.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-16: Provide your opinion of the extent to which ratepayers did contributed to maintenance for the Blue Mound assets.

RESPONSE: See response to TAMER RFI 1-15.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-17: For Blue Mound assets sold, please identify, for each asset that was included in the October 15, 2002, certified rate base

- a) The asset,
- b) The value of the asset on October 15, 2002, and
- c) The asset's value on its sale to Blue Mound.

RESPONSE: Rate base was not established in Tecon's 2002 general rate case.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-18: For assets sold to Blue Mound but not identified in response to RFI 1-17, above, please:

- a) **Identify the asset,**
- b) **State its plant in-service date and value, and**
- c) **State its value on its sale to Blue Mound.**

RESPONSE:

- a) See Attachment TAMER 1-18.
- b) See Attachment TAMER 1-18. Value = \$5,422,827
- c) Value = \$5,422,827

Prepared by: Carmelitha Bordelon-Taylor
Sponsored by: Robert Kelly

ATTACHMENT TAMEER 1-18

Company	NARUC Account	Asset Number	Asset Type	Acquisition Date	Asset Description
3020	361.2	20001713	Sewer	6/30/1969	Collection sewers - gravity
3020	361.2	20002440	Sewer	6/30/2003	SEWER GRAVITY MAIN; LINE & FITTINGS
3020	361.2	20000610	Sewer	9/30/2003	TV INSPECTION AND MAN HOLE
3020	370.3	20001993	Sewer	9/30/2003	MANHOLE REHABILITATION
3020	361.2	20005189	Sewer	12/31/2003	SEWER DISTRIBUTION PLAN
3020	361.2	20002899	Sewer	6/30/1970	Collection sewers - gravity
3020	361.2	20002576	Sewer	6/30/1971	Collection sewers - gravity
3020	361.2	20002934	Sewer	6/30/1984	Collection sewers - gravity
3020	361.2	20002080	Sewer	6/30/1991	Collection sewers - gravity
3020	381.4	20000045	Sewer	6/30/1995	Collection sewers - gravity
3020	360.2	20003306	Sewer	10/31/2004	REPLACED 1300' FT 6 SEWER MAIN WITH 8 inch SEWER M
3020	361.2	20001751	Sewer	6/30/1999	Collection sewers - gravity
3020	360.2	20003366	Sewer	12/31/2004	SEWER MAIN-412 GLOBE
3020	370.3	20001374	Sewer	6/30/1959	Receiving wells/manholes
3020	370.3	20002465	Sewer	6/30/1984	Receiving wells/manholes
3020	370.3	20001170	Sewer	6/30/1991	Receiving wells/manholes
3020	381.4	20004535	Sewer	6/30/1995	Receiving wells/manholes
3020	355.2	20003584	Sewer	4/30/2005	HOOKE UP SEWER TAP TO SEWER MAIN-1664 GILL
3020	355.2	20003787	Sewer	7/31/2005	NEW SEWER TAP-1637 Gill
3020	360.2	20005126	Sewer	6/30/2006	REPLACE SEWER LINE-GILL ST
3020	360.2	20005127	Sewer	6/30/2006	SEWER LINES-1213 CANTRELL SANSON RD
3020	370.3	20006849	Sewer	6/30/1999	Receiving wells/manholes
3020	360.2	20006062	Sewer	5/31/2007	CAPITAL SEWER MAIN REPAIR-701 WAGGOMAN
3020	345.5	20006642	Sewer	1/31/2008	REPLACED AIR COMPRESSOR-WELLS 2 & 3-WELLS 2 & 3
3020	345.5	20000048	Sewer	6/30/2008	REPLACE AIR CONDITIONER-BLUE MOUND-BLUE MOUND
3020	360.2	20000049	Sewer	6/30/2008	CAPITAL SEWER LINE REPAIR-BETWEEN GILL & FAGAN-BET
3020	361.2	20000265	Sewer	9/30/2008	CAPITAL GRAVITY MAIN REPAIR-BLUE MOUND
3020	360.2	20000759	Sewer	8/1/2009	SUBCONTRACT WORK ON SANITARY SYSTEM-1769 FAGAN DR
3020	160090	90000297	Sewer	9/30/2012	TXU-BLUEXX Indistrict Waste Water
3020	361.2	20007616	Sewer	10/10/2012	164' - 10" pvc sewer line
3020	363.2	20007878	Sewer	10/1/2013	51 Sewer Service Reconnections
3020	360.2	20007880	Sewer	10/1/2013	2,602 LF 10" Pipe
3020	370.3	20007881	Sewer	10/1/2013	4' Man Hole
3020	370.3	20007882	Sewer	10/1/2013	Rehab Existing M/H (13 ea)
3020	370.3	20007883	Sewer	10/1/2013	19,960 S.F Replace Concrete
3020	330.4	20002746	Water	4/30/2001	SNADBLASTED/ REPAIRED/ AND PAINTED WELL
3020	331.4	20002648	Water	4/30/2001	LOAD OF BASE/6X4 PLAIN END REDUCER inch
3020	330.4	20002427	Water	6/30/1991	Pressure Tank 10500
3020	347.5	20001807	Water	12/31/2003	AUXILLARY GENERATOR
3020	311.2	20000965	Water	2/29/2004	BOOSTER PUMP 30HP
3020	310.2	20002369	Water	6/30/1996	Electrical 480 V 3 phase
3020	311.2	20001358	Water	6/30/2000	Booster Pump No. 1 10 hp
3020	311.2	20001876	Water	6/30/2000	Booster Pump No. 2 30 hp
3020	304.3	10000311	Water	6/30/2000	Building 1 Wood 8' X 10'
3020	304.3	10000347	Water	6/30/1995	Building 2 Wood 10' X 12'
3020	304.3	10000459	Water	6/30/1996	Building Concrete Block 25' X 26'
3020	304.3	10000460	Water	6/30/1962	Chlorine Building Wood 4' X 4'
3020	304.3	10000400	Water	6/30/1999	Storage Building Wood & Metal 12' X 16'
3020	304.5	10000354	Water	6/30/1995	Fencing Chain link 6-ft.
3020	340.5	60000068	Water	6/30/1993	Computers & software
3020	340.5	60000071	Water	6/30/1994	Computers & software
3020	340.5	60000066	Water	6/30/1995	Computers & software
3020	340.5	60000039	Water	6/30/1996	Computers & software
3020	331.4	20002585	Water	6/30/1954	Distribution System
3020	331.4	20002393	Water	6/30/1956	Distribution System
3020	331.4	20002196	Water	6/30/1959	Distribution System
3020	331.4	20000318	Water	6/30/1962	Distribution System
3020	331.4	20001726	Water	6/30/1969	Distribution System
3020	331.4	20002918	Water	6/30/1970	Distribution System
3020	331.4	20002591	Water	6/30/1971	Distribution System
3020	331.4	20002940	Water	6/30/1984	Distribution System
3020	331.4	20002098	Water	6/30/1991	Distribution System
3020	331.4	20000153	Water	6/30/1995	Distribution System

3020	331.4	20001757 Water	6/30/1999 Distribution System
3020	310.2	20001788 Water	4/30/2001 10 FT 1 IN FLEX NON-METALLIC LIQUID TIGHT & LABOR
3020	310.2	20002137 Water	6/30/1985 Electrical 230 V 3 phase
3020	304.3	10000290 Water	6/30/1995 Electrical Building Wood & Metal 6' X 10'
3020	330.4	20001693 Water	6/30/2001 WASHED EXTERIOR OF TANK/ INSTALLED 76 PLATES
3020	311.2	20001262 Water	6/30/2000 Booster pump No 2 7.5 hp 7 1/2 hp
3020	335.4	20000352 Water	8/31/2003 FIRE HYDRANT
3020	335.4	20005880 Water	6/30/1991 Fire Hydrants
3020	335.4	20003847 Water	6/30/1999 Fire Hydrants
3020	311.2	20002616 Water	12/31/2003 FRANKLIN 75HP PUMP
3020	347.5	20002617 Water	6/30/1999 Laboratory equipment
3020	303.5	100053 Water	6/30/2000 Land & land rights
3020	304.5	10000086 Water	6/30/1988 Fencing Chain link 6-ft.
3020	333.4	20003207 Water	9/30/2004 METER BOX-701 WAGGOMAN
3020	304.5	10000732 Water	4/30/2001 4 HEAVY POST/ INSTALLED DOUBLE GATES
3020	333.4	20003352 Water	12/31/2004 REPLACED METER BOX AND LID ON WATER DISTRIBUTION S
3020	310.2	20000704 Water	12/31/2003 REPLACED SZ 3 STARTER/INSTALLED SUBTROL RETROFIT
3020	304.3	10000731 Water	12/31/2003 RETROFIT ROOF FROM TAR & GRAVEL TO METAL
3020	333.4	20006380 Water	6/30/1995 Service lines
3020	347.5	20004214 Water	6/30/2000 Air Compressor 1/3 hp
3020	330.4	20002930 Water	6/30/2001 WIRED IN PRESSURE SWITCHES TO BOOSTER PUMP
3020	330.4	20002608 Water	6/30/1970 Storage Tank 2 Weled Steel 139000 gal
3020	330.4	20003032 Water	6/30/1991 Storage Tank 3 Bolted Steel 139000 gal
3020	330.4	20003096 Water	6/30/1998 Storage Tank How big? 197000
3020	347.5	20002672 Water	7/31/2001 CHLORINE COLORIMETER
3020	331.4	20004622 Water	1/31/2003 WATER LINES, MAINS & FITTINGS
3020	347.5	20002664 Water	7/31/2001 CHLORINE COLORIMETER; LAMOTTE 0-4.00 PPM; USES LIQ
3020	331.4	20006536 Water	4/30/2002 WATER LINES; MAINS; & FITTINGS FOR REC & DIST
3020	330.4	20002650 Water	4/30/2004 WELDING REPAIRS AND INTERIOR COATING OF TANK
3020	331.4	20006257 Water	12/31/2001 WATER LINES; MAINS; & FITTINGS FOR REC & DIST
3020	307.2	20002706 Water	6/30/1990 Well No. 2 6 x '400' inch
3020	307.2	20003117 Water	6/30/1990 Well No. 3 8 x 1100' inch
3020	307.2	20005936 Water	2/29/2004 WELL-SET FORMS; STEEL; AND FINISHED CONCRETE
3020	320.3	20004826 Water	6/30/2003 WTR CHEMICAL TREATMENT EQUIPMENT
3020	330.4	20002578 Water	3/31/2004 WTR TANK IMPROVE-WELDING AND SANDBLASTING
3020	333.4	20003399 Water	1/31/2005 NEW METER BOX WITH LID-1725 Corrin
3020	310.2	20003529 Water	4/30/2005 CONTROL PANEL - REPLACED WIRES & HOA SWITCH
3020	333.4	20003571 Water	4/30/2005 METER BOX AND LID-128 COLLINS CT
3020	333.4	20003572 Water	4/30/2005 METER BOX AND LID-120 COLLINS CT
3020	333.4	20003614 Water	5/31/2005 METER BOX AND LID-1612 FAGAN
3020	333.4	20003744 Water	7/31/2005 Lowered service lines for new strett construction-
3020	304.3	10000544 Water	9/30/2005 REPAIRED FENCING (VANDALISM)-BLUE MOUND BPS#2 (P2)
3020	304.5	10000553 Water	9/30/2005 REPAIRED 2 MAIN - POURED DRIVEWAY inch-1621 FAGAN
3020	304.5	10000554 Water	9/30/2005 POURED DRIVEWAY AFTER CAPITAL REPAIRS
3020	333.4	20003989 Water	11/30/2005 NEW METER BOX & LID-821 HERITAGE
3020	304.5	10000578 Water	12/31/2005 Building - Chlorine-Well No. 2 & 3
3020	304.3	10000584 Water	12/31/2005 16x20 Building/Yard Piping-
3020	304.3	10000594 Water	12/31/2005 Building repair-W1
3020	307.2	20004060 Water	12/31/2005 Pump station-W3
3020	320.3	20004206 Water	12/31/2005 Chlorination CL2 System
3020	320.3	20004207 Water	12/31/2005 Chlorination CL2 System
3020	320.3	20004208 Water	12/31/2005 Chlorination CL2 System
3020	310.2	20004361 Water	12/31/2005 Electrical-
3020	330.4	20004429 Water	12/31/2005 Test Hydro Tank-Well No. 2 & 3
3020	330.4	20004459 Water	12/31/2005 Pump station-W3
3020	331.4	20004470 Water	12/31/2005 BLUE MOUND PIPING
3020	333.4	20004505 Water	12/31/2005 NEW METER BOX & LID-301 GLOBE
3020	333.4	20004517 Water	12/31/2005 RELOCATED TAP WITH NEW MATERIALS-1733 GLOBE
3020	331.4	20004740 Water	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	331.4	20004760 Water	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	331.4	20004780 Water	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	335.4	20004862 Water	3/31/2006 FIRE HYDRANT-
3020	331.4	20004914 Water	4/30/2006 WATER MAIN CAPITAL REPAIR-INDISTRICT BLUE
3020	333.4	20004936 Water	4/30/2006 NEW WATER SERVICE TAP-1601 TYSON
3020	320.3	20005339 Water	10/31/2006 CAP REPAIR CHLORINE PUMP-BLUE BPS 1 (P1)
3020	320.3	20005380 Water	11/30/2006 NEW CHLORINE LINE-BLUE BPS 2 (P2)
3020	310.2	20005393 Water	11/30/2006 REPLACED WEATHERHEAD ON ELEC POLE-BLUE BPS 2 (P2)
3020	331.4	20005409 Water	11/30/2006 WATER DISTRIBUTION PLAN-INDISTRICT BLUE
3020	320.3	20005522 Water	11/30/2006 WELL METER (3 FLG TURBO)-BLUE WELL 2 (W2)

3020	311.2	20005574 Water	12/31/2006 NEW PUMP & MOTOR ACIDIZE-BLUE WELL 2
3020	335.4	20005635 Water	12/31/2006 4 FIRE HYDRANTS-BLUE MOUND
3020	331.4	20005668 Water	1/31/2007 CAPITAL WATER MAIN REPAIR-BLUE BPS 1 (P1)
3020	331.4	20005674 Water	1/31/2007 CAPITAL WATER MAIN REPAIR-1759 AMERICANA
3020	333.4	20005760 Water	2/28/2007 NEW METER BOX W/LID-1649 INDEPENDENCE
3020	311.2	20005809 Water	3/31/2007 WELL PUMP-BLUE MOUND WELL
3020	331.4	20005852 Water	3/31/2007 CAPITAL WATER MAIN REPAIR-425 GLOBE
3020	331.4	20005853 Water	3/31/2007 CAPITAL WATER MAIN REPAIR-1005 BLUE MOUND RD
3020	331.4	20005897 Water	4/30/2007 6 MIDCO VALVE inch-INDEPENDENCE & BLUE MOUND RD
3020	331.4	20005995 Water	5/31/2007 REPLACE CHECK AND SOLENOID VALVES-BLUE MOUND BPS 1
3020	331.4	20006312 Water	9/30/2007 CAPITAL WATER MAIN REPAIR-1673 GILL
3020	334.4	20006350 Water	9/30/2007 2 WELL METER inch-BLUE WELL 2 (W2)
3020	331.4	20006393 Water	10/31/2007 CAPITAL WATER MAIN REPAIR-GILL & NEWTON
3020	333.4	20006428 Water	10/31/2007 NEW METER BOX W/LID-1605 INDEPENDENCE
3020	335.4	20006538 Water	11/30/2007 REPLACE FIRE HYDRANT-INDISTRICT BLUE MOUND
3020	333.4	20006593 Water	12/31/2007 NEW METER BOX W/LID-1629 CORRIN
3020	331.4	20006935 Water	6/30/2008 HWY 156 LINE RELOCATION-BLUE-BLUE
3020	331.4	20006951 Water	6/30/2008 CAPITAL WATER MAIN REPAIR-1673 GILL-1673 GILL
3020	311.2	20000072 Water	7/30/2008 HEAT PUMP; INDISTRICT BLUE MOUND-INDISTRICT BLUE M
3020	335.4	20000444 Water	2/1/2009 563231 FIRE HYDRANT - -BLUE MOUND WELL #1
3020	311.2	20000795 Water	10/1/2009 LABOR REPLACE PUMP/MTR-INDISTRICT BLUE MOUND
3020	311.2	20000796 Water	10/1/2009 MATERIALS REPLACE PUMP/MTR-INDISTRICT BLUE MOUND
3020	311.2	20001518 Water	10/1/2010 Repairs to Booster Pump #3 & Blue Mound BPS #2
3020	347.5	20006968 Water	12/1/2010 BLUE MOUND MASTER PLAN -
3020	160090	90000042 Water	1/1/2011 TXU-BLUEXX-02 GW Trmnt Plan
3020	335.4	20007130 Water	4/1/2011 REPLACED HYDRANT AT GLOBE & WAGGOMAN - 1700 WATAUG
3020	335.4	20007131 Water	4/1/2011 REPLACED HYDRANT AT 1701 FAGAN DR - 1701 FAGAN DR
3020	335.4	20007132 Water	4/1/2011 REPLACED HYDRANT AT 421 GLOBE AVE - 421 GLOBE AVE
3020	334.4	20007367 Water	5/1/2011 BLUE 820 - 5/8 AMR METERS
3020	334.4	20007408 Water	5/1/2011 BLUE 3 - 1 inch AMR METERS
3020	334.4	20007419 Water	5/1/2011 BLUE 3 - 1.5 inch AMR METERS
3020	334.4	20007423 Water	5/1/2011 BLUE 3 - 2 inch AMR METERS
3020	311.2	20007430 Water	10/1/2011 85S150-13 GRUNDFOS PUMP/15HP MOTOR/684'-WESTVIEW G
3020	334.4	20007490 Water	11/1/2011 Meter - Residential
3020	334.4	20007489 Water	12/1/2011 Meter - Residential
3020	334.4	20007491 Water	12/1/2011 Meter - Residential
3020	334.4	20007547 Water	1/1/2012 5/8 Meter
3020	331.4	20007726 Water	1/1/2012 Water Main Repair 35' 8" Pipe
3020	334.4	20007684 Water	8/30/2012 4" Turbo Water Meter and well head
3020	311.2	20007622 Water	9/30/2012 GCH 14 STG Gould Pump Well #3
3020	311.2	20007628 Water	9/30/2012 75 hp 8" Centripro Motor Well #3
3020	311.2	20007629 Water	9/30/2012 1000' 1/0 ground cable Well #3
3020	331.4	20007737 Water	12/21/2012 (1) 4" and (1) 3" check valve
3020	335.4	20007760 Water	2/5/2013 Fire Hydrant
3020	330.4	20007799 Water	4/2/2013 Storage Tank Double Wall 500g-Well #3
3020	346.5	20007841 Water	9/19/2013 Spread Spectrum Radio - Blue Mound P/S #1 & #2
3020	331.4	20008094 Water	12/15/2014 4" Globe Style Check Valve Bluemound well #1
3020	311.2	20008249 Water	5/19/2015 2 1/2 Starter and Sub-monitor Bluemound well#1

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-19: Admit that ratepayers have borne some of the risks of the Blue Mound assets sold.

RESPONSE: Denied.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

**PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS**

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-20: Identify the amount or percentage of the risk that ratepayers have borne for the Blue Mound assets sold.

RESPONSE: See response to TAMER RFI 1-19.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

**PUC DOCKET NO. 45570
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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-21: Identify the sources of the statements by Robert Kelly that of the Blue Mound assets sold, \$45,000 was depreciable property and \$1.9 million was non-depreciable property, identify the person developed those figures and the identify the qualifications of the person who did so. If your answer does not do so, and it is not done in response to other TAMER RFIs here, please also itemize the depreciable and non-depreciable property sold.

RESPONSE: The source of this statement is the books and records of Monarch. These figures were developed at the time of their entry during the normal course of business. Please see Attachment TAMER 1-21 for the itemization of depreciable and non-depreciable property sold.

Prepared by: Carmelitha Bordelon-Taylor
Sponsored by: Robert Kelly

ATTACHMENT TAMEER 1-21

Company	NARUC Account	Asset Number	RFI 1-21	Acquisition Date	Asset Description
3020	361.2	20001713	Depreciable	6/30/1969	Collection sewers - gravity
3020	361.2	20002440	Depreciable	6/30/2003	SEWER GRAVITY MAIN; LINE & FITTINGS
3020	361.2	20000610	Depreciable	9/30/2003	TV INSPECTION AND MAN HOLE
3020	370.3	20001993	Depreciable	9/30/2003	MANHOLE REHABILITATION
3020	361.2	20005189	Depreciable	12/31/2003	SEWER DISTRIBUTION PLAN
3020	361.2	20002899	Depreciable	6/30/1970	Collection sewers - gravity
3020	361.2	20002576	Depreciable	6/30/1971	Collection sewers - gravity
3020	361.2	20002934	Depreciable	6/30/1984	Collection sewers - gravity
3020	361.2	20002080	Depreciable	6/30/1991	Collection sewers - gravity
3020	381.4	20000045	Depreciable	6/30/1995	Collection sewers - gravity
3020	360.2	20003306	Depreciable	10/31/2004	REPLACED 1300' FT 6 SEWER MAIN WITH 8 inch SEWER M
3020	361.2	20001751	Depreciable	6/30/1999	Collection sewers - gravity
3020	360.2	20003366	Depreciable	12/31/2004	SEWER MAIN-412 GLOBE
3020	370.3	20001374	Depreciable	6/30/1959	Receiving wells/manholes
3020	370.3	20002465	Depreciable	6/30/1984	Receiving wells/manholes
3020	370.3	20001170	Depreciable	6/30/1991	Receiving wells/manholes
3020	381.4	20004535	Depreciable	6/30/1995	Receiving wells/manholes
3020	355.2	20003584	Depreciable	4/30/2005	HOOKED UP SEWER TAP TO SEWER MAIN-1664 GILL
3020	355.2	20003787	Depreciable	7/31/2005	NEW SEWER TAP-1637 Gill
3020	360.2	20005126	Depreciable	6/30/2006	REPLACE SEWER LINE-GILL ST
3020	360.2	20005127	Depreciable	6/30/2006	SEWER LINES-1213 CANTRELL SANSON RD
3020	370.3	20006849	Depreciable	6/30/1999	Receiving wells/manholes
3020	360.2	20006062	Depreciable	5/31/2007	CAPITAL SEWER MAIN REPAIR-701 WAGGOMAN
3020	345.5	20006642	Depreciable	1/31/2008	REPLACED AIR COMPRESSOR-WELLS 2 & 3-WELLS 2 & 3
3020	345.5	20000048	Depreciable	6/30/2008	REPLACE AIR CONDITIONER-BLUE MOUND-BLUE MOUND
3020	360.2	20000049	Depreciable	6/30/2008	CAPITAL SEWER LINE REPAIR-BETWEEN GILL & FAGAN-BET
3020	361.2	20000265	Depreciable	9/30/2008	CAPITAL GRAVITY MAIN REPAIR-BLUE MOUND
3020	360.2	20000759	Depreciable	8/1/2009	SUBCONTRACT WORK ON SANITARY SYSTEM-1769 FAGAN DR
3020	160090	90000297	Depreciable	9/30/2012	TXU-BLUEXX Indistrict Waste Water
3020	361.2	20007616	Depreciable	10/10/2012	164' - 10" pvc sewer line
3020	363.2	20007878	Depreciable	10/1/2013	51 Sewer Service Reconnections
3020	360.2	20007880	Depreciable	10/1/2013	2,602 LF 10" Pipe
3020	370.3	20007881	Depreciable	10/1/2013	4' Man Hole
3020	370.3	20007882	Depreciable	10/1/2013	Rehab Existing M/H (13 ea)
3020	370.3	20007883	Depreciable	10/1/2013	19,960 S.F Replace Concrete
3020	330.4	20002746	Depreciable	4/30/2001	SNADBLASTED/ REPAIRED/ AND PAINTED WELL
3020	331.4	20002648	Depreciable	4/30/2001	LOAD OF BASE/6X4 PLAIN END REDUCER inch
3020	330.4	20002427	Depreciable	6/30/1991	Pressure Tank 10500
3020	347.5	20001807	Depreciable	12/31/2003	AUXILLARY GENERATOR
3020	311.2	20000965	Depreciable	2/29/2004	BOOSTER PUMP 30HP
3020	310.2	20002369	Depreciable	6/30/1996	Electrical 480 V 3 phase
3020	311.2	20001358	Depreciable	6/30/2000	Booster Pump No. 1 10 hp
3020	311.2	20001876	Depreciable	6/30/2000	Booster Pump No. 2 30 hp
3020	304.3	10000311	Depreciable	6/30/2000	Building 1 Wood 8' X 10'
3020	304.3	10000347	Depreciable	6/30/1995	Building 2 Wood 10' X 12'
3020	304.3	10000459	Depreciable	6/30/1996	Building Concrete Block 25' X 26'
3020	304.3	10000460	Depreciable	6/30/1962	Chlorine Building Wood 4' X 4'
3020	304.3	10000400	Depreciable	6/30/1999	Storage Building Wood & Metal 12' X 16'
3020	304.5	10000354	Depreciable	6/30/1995	Fencing Chain link 6-ft.
3020	340.5	60000068	Depreciable	6/30/1993	Computers & software
3020	340.5	60000071	Depreciable	6/30/1994	Computers & software
3020	340.5	60000066	Depreciable	6/30/1995	Computers & software
3020	340.5	60000039	Depreciable	6/30/1996	Computers & software
3020	331.4	20002585	Depreciable	6/30/1954	Distribution System
3020	331.4	20002393	Depreciable	6/30/1956	Distribution System
3020	331.4	20002196	Depreciable	6/30/1959	Distribution System
3020	331.4	20000318	Depreciable	6/30/1962	Distribution System
3020	331.4	20001726	Depreciable	6/30/1969	Distribution System
3020	331.4	20002918	Depreciable	6/30/1970	Distribution System
3020	331.4	20002591	Depreciable	6/30/1971	Distribution System
3020	331.4	20002940	Depreciable	6/30/1984	Distribution System
3020	331.4	20002098	Depreciable	6/30/1991	Distribution System
3020	331.4	20000153	Depreciable	6/30/1995	Distribution System

3020	331.4	20001757 Depreciable	6/30/1999 Distribution System
3020	310.2	20001788 Depreciable	4/30/2001 10 FT 1 IN FLEX NON-METALLIC LIQUID TIGHT & LABOR
3020	310.2	20002137 Depreciable	6/30/1985 Electrical 230 V 3 phase
3020	304.3	10000290 Depreciable	6/30/1995 Electrical Building Wood & Metal 6' X 10'
3020	330.4	20001693 Depreciable	6/30/2001 WASHED EXTERIOR OF TANK/ INSTALLED 76 PLATES
3020	311.2	20001262 Depreciable	6/30/2000 Booster pump No 2 7.5 hp 7 1/2 hp
3020	335.4	20000352 Depreciable	8/31/2003 FIRE HYDRANT
3020	335.4	20005880 Depreciable	6/30/1991 Fire Hydrants
3020	335.4	20003847 Depreciable	6/30/1999 Fire Hydrants
3020	311.2	20002616 Depreciable	12/31/2003 FRANKLIN 75HP PUMP
3020	347.5	20002617 Depreciable	6/30/1999 Laboratory equipment
3020	303.5	100053 Non-Depreciable	6/30/2000 Land & land rights
3020	304.5	10000086 Depreciable	6/30/1988 Fencing Chain link 6-ft
3020	333.4	20003207 Depreciable	9/30/2004 METER BOX-701 WAGGOMAN
3020	304.5	10000732 Depreciable	4/30/2001 4 HEAVY POST/ INSTALLED DOUBLE GATES
3020	333.4	20003352 Depreciable	12/31/2004 REPLACED METER BOX AND LID ON WATER DISTRIBUTION S
3020	310.2	20000704 Depreciable	12/31/2003 REPLACED SZ 3 STARTER/INSTALLED SUBTROL RETROFIT
3020	304.3	10000731 Depreciable	12/31/2003 RETROFIT ROOF FROM TAR & GRAVEL TO METAL
3020	333.4	20006380 Depreciable	6/30/1995 Service lines
3020	347.5	20004214 Depreciable	6/30/2000 Air Compressor 1/3 hp
3020	330.4	20002930 Depreciable	6/30/2001 WIRED IN PRESSURE SWITCHES TO BOOSTER PUMP
3020	330.4	20002608 Depreciable	6/30/1970 Storage Tank 2 Weled Steel 139000 gal
3020	330.4	20003032 Depreciable	6/30/1991 Storage Tank 3 Bolted Steel 139000 gal
3020	330.4	20003096 Depreciable	6/30/1998 Storage Tank How big? 197000
3020	347.5	20002672 Depreciable	7/31/2001 CHLORINE COLORIMETER
3020	331.4	20004622 Depreciable	1/31/2003 WATER LINES; MAINS & FITTINGS
3020	347.5	20002664 Depreciable	7/31/2001 CHLORINE COLORIMETER; LAMOTTE 0-4.00 PPM; USES LIQ
3020	331.4	20006536 Depreciable	4/30/2002 WATER LINES; MAINS; & FITTINGS FOR REC & DIST
3020	330.4	20002650 Depreciable	4/30/2004 WELDING REPAIRS AND INTERIOR COATING OF TANK
3020	331.4	20006257 Depreciable	12/31/2001 WATER LINES; MAINS; & FITTINGS FOR REC & DIST
3020	307.2	20002706 Depreciable	6/30/1990 Well No. 2 6 x '400' inch
3020	307.2	20003117 Depreciable	6/30/1990 Well No. 3 8 x 1100' inch
3020	307.2	20005936 Depreciable	2/29/2004 WELL-SET FORMS; STEEL; AND FINISHED CONCRETE
3020	320.3	20004826 Depreciable	6/30/2003 WTR CHEMICAL TREATMENT EQUIPMENT
3020	330.4	20002578 Depreciable	3/31/2004 WTR TANK IMPROVE-WELDING AND SANDBLASTING
3020	333.4	20003399 Depreciable	1/31/2005 NEW METER BOX WITH LID-1725 Corrin
3020	310.2	20003529 Depreciable	4/30/2005 CONTROL PANEL - REPLACED WIRES & HOA SWITCH
3020	333.4	20003571 Depreciable	4/30/2005 METER BOX AND LID-128 COLLINS CT
3020	333.4	20003572 Depreciable	4/30/2005 METER BOX AND LID-120 COLLINS CT
3020	333.4	20003614 Depreciable	5/31/2005 METER BOX AND LID-1612 FAGAN
3020	333.4	20003744 Depreciable	7/31/2005 Lowered service lines for new strett construction-
3020	304.3	10000544 Depreciable	9/30/2005 REPAIRED FENCING (VANDALISM)-BLUE MOUND BPS#2 (P2)
3020	304.5	10000553 Depreciable	9/30/2005 REPAIRED 2 MAIN - POURED DRIVEWAY inch-1621 FAGAN
3020	304.5	10000554 Depreciable	9/30/2005 POURED DRIVEWAY AFTER CAPITAL REPAIRS
3020	333.4	20003989 Depreciable	11/30/2005 NEW METER BOX & LID-821 HERITAGE
3020	304.5	10000578 Depreciable	12/31/2005 Building - Chlorine-Well No. 2 & 3
3020	304.3	10000584 Depreciable	12/31/2005 16x20 Building/Yard Piping-
3020	304.3	10000594 Depreciable	12/31/2005 Building repair-W1
3020	307.2	20004060 Depreciable	12/31/2005 Pump station-W3
3020	320.3	20004206 Depreciable	12/31/2005 Chlorination CL2 System
3020	320.3	20004207 Depreciable	12/31/2005 Chlorination CL2 System
3020	320.3	20004208 Depreciable	12/31/2005 Chlorination CL2 System
3020	310.2	20004361 Depreciable	12/31/2005 Electrical-
3020	330.4	20004429 Depreciable	12/31/2005 Test Hydro Tank-Well No. 2 & 3
3020	330.4	20004459 Depreciable	12/31/2005 Pump station-W3
3020	331.4	20004470 Depreciable	12/31/2005 BLUE MOUND PIPING
3020	333.4	20004505 Depreciable	12/31/2005 NEW METER BOX & LID-301 GLOBE
3020	333.4	20004517 Depreciable	12/31/2005 RELOCATED TAP WITH NEW MATERIALS-1733 GLOBE
3020	331.4	20004740 Depreciable	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	331.4	20004760 Depreciable	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	331.4	20004780 Depreciable	3/31/2006 REPLACED PIPING IN WATER MAIN-
3020	335.4	20004862 Depreciable	3/31/2006 FIRE HYDRANT-
3020	331.4	20004914 Depreciable	4/30/2006 WATER MAIN CAPITAL REPAIR-INDISTRICT BLUE
3020	333.4	20004936 Depreciable	4/30/2006 NEW WATER SERVICE TAP-1601 TYSON
3020	320.3	20005339 Depreciable	10/31/2006 CAP REPAIR CHLORINE PUMP-BLUE BPS 1 (P1)
3020	320.3	20005380 Depreciable	11/30/2006 NEW CHLORINE LINE-BLUE BPS 2 (P2)
3020	310.2	20005393 Depreciable	11/30/2006 REPLACED WEATHERHEAD ON ELEC POLE-BLUE BPS 2 (P2)
3020	331.4	20005409 Depreciable	11/30/2006 WATER DISTRIBUTION PLAN-INDISTRICT BLUE
3020	320.3	20005522 Depreciable	11/30/2006 WELL METER (3 FLG TURBO)-BLUE WELL 2 (W2)

3020	311.2	20005574 Depreciable	12/31/2006 NEW PUMP & MOTOR ACIDIZE-BLUE WELL 2
3020	335.4	20005635 Depreciable	12/31/2006 4 FIRE HYDRANTS-BLUE MOUND
3020	331.4	20005668 Depreciable	1/31/2007 CAPITAL WATER MAIN REPAIR-BLUE BPS 1 (P1)
3020	331.4	20005674 Depreciable	1/31/2007 CAPITAL WATER MAIN REPAIR-1759 AMERICANA
3020	333.4	20005760 Depreciable	2/28/2007 NEW METER BOX W/LID-1649 INDEPENDENCE
3020	311.2	20005809 Depreciable	3/31/2007 WELL PUMP-BLUE MOUND WELL
3020	331.4	20005852 Depreciable	3/31/2007 CAPITAL WATER MAIN REPAIR-425 GLOBE
3020	331.4	20005853 Depreciable	3/31/2007 CAPITAL WATER MAIN REPAIR-1005 BLUE MOUND RD
3020	331.4	20005897 Depreciable	4/30/2007 6 MIDCO VALVE inch-INDEPENDENCE & BLUE MOUND RD
3020	331.4	20005995 Depreciable	5/31/2007 REPLACE CHECK AND SOLENOID VALVES-BLUE MOUND BPS 1
3020	331.4	20006312 Depreciable	9/30/2007 CAPITAL WATER MAIN REPAIR-1673 GILL
3020	334.4	20006350 Depreciable	9/30/2007 2 WELL METER inch-BLUE WELL 2 (W2)
3020	331.4	20006393 Depreciable	10/31/2007 CAPITAL WATER MAIN REPAIR-GILL & NEWTON
3020	333.4	20006428 Depreciable	10/31/2007 NEW METER BOX W/LID-1605 INDEPENDENCE
3020	335.4	20006538 Depreciable	11/30/2007 REPLACE FIRE HYDRANT-INDISTRICT BLUE MOUND
3020	333.4	20006593 Depreciable	12/31/2007 NEW METER BOX W/LID-1629 CORRIN
3020	331.4	20006935 Depreciable	6/30/2008 HWY 156 LINE RELOCATION-BLUE-BLUE
3020	331.4	20006951 Depreciable	6/30/2008 CAPITAL WATER MAIN REPAIR-1673 GILL-1673 GILL
3020	311.2	20000072 Depreciable	7/30/2008 HEAT PUMP; INDISTRICT BLUE MOUND-INDISTRICT BLUE M
3020	335.4	20000444 Depreciable	2/1/2009 563231 FIRE HYDRANT - -BLUE MOUND WELL #1
3020	311.2	20000795 Depreciable	10/1/2009 LABOR REPLACE PUMP/MTR-INDISTRICT BLUE MOUND
3020	311.2	20000796 Depreciable	10/1/2009 MATERIALS REPLACE PUMP/MTR-INDISTRICT BLUE MOUND
3020	311.2	20001518 Depreciable	10/1/2010 Repairs to Booster Pump #3 & Blue Mound BPS #2
3020	347.5	20006968 Depreciable	12/1/2010 BLUE MOUND MASTER PLAN -
3020	160090	90000042 Depreciable	1/1/2011 TXU-BLUEXX-02 GW Trmnt Plan
3020	335.4	20007130 Depreciable	4/1/2011 REPLACED HYDRANT AT GLOBE & WAGGOMAN - 1700 WATAUG
3020	335.4	20007131 Depreciable	4/1/2011 REPLACED HYDRANT AT 1701 FAGAN DR - 1701 FAGAN DR
3020	335.4	20007132 Depreciable	4/1/2011 REPLACED HYDRANT AT 421 GLOBE AVE - 421 GLOBE AVE
3020	334.4	20007367 Depreciable	5/1/2011 BLUE 820 - 5/8 AMR METERS
3020	334.4	20007408 Depreciable	5/1/2011 BLUE 3 - 1 inch AMR METERS
3020	334.4	20007419 Depreciable	5/1/2011 BLUE 3 - 1.5 inch AMR METERS
3020	334.4	20007423 Depreciable	5/1/2011 BLUE 3 - 2 inch AMR METERS
3020	311.2	20007430 Depreciable	10/1/2011 855150-13 GRUNDFOS PUMP/15HP MOTOR/684'-WESTVIEW G
3020	334.4	20007490 Depreciable	11/1/2011 Meter - Residential
3020	334.4	20007489 Depreciable	12/1/2011 Meter - Residential
3020	334.4	20007491 Depreciable	12/1/2011 Meter - Residential
3020	334.4	20007547 Depreciable	1/1/2012 5/8 Meter
3020	331.4	20007726 Depreciable	1/1/2012 Water Main Repair 35' 8" Pipe
3020	334.4	20007684 Depreciable	8/30/2012 4" Turbo Water Meter and well head
3020	311.2	20007622 Depreciable	9/30/2012 GCH 14 STG Gould Pump Well #3
3020	311.2	20007628 Depreciable	9/30/2012 75 hp 8" Centripro Motor Well #3
3020	311.2	20007629 Depreciable	9/30/2012 1000' 1/0 ground cable Well #3
3020	331.4	20007737 Depreciable	12/21/2012 (1) 4" and (1) 3" check valve
3020	335.4	20007760 Depreciable	2/6/2013 Fire Hydrant
3020	330.4	20007799 Depreciable	4/2/2013 Storage Tank Double Wall 500g-Well #3
3020	346.5	20007841 Depreciable	9/19/2013 Spread Spectrum Radio - Blue Mound P/S #1 & #2
3020	331.4	20008094 Depreciable	12/15/2014 4" Globe Style Check Valve Bluemound well #1
3020	311.2	20008249 Depreciable	5/19/2015 2 1/2 Starter and Sub-monitor Bluemound well#1

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-22: Quantify the "very little of Blue Mound investment" that Robert Kelly stated were recovered "in rates" in his testimony.

RESPONSE: See Robert Kelly's direct testimony, Attachment RLK-3.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-23: Explain the impact on your financial strength if 50% of the gain in the sale of the Blue Mound assets were allocated to ratepayers.

RESPONSE: This RFI asks about an hypothetical allocation of 50% of the gain on the sale of Blue Mound to customer, which would amount to \$1,246,262. The RFI does not propose a method or a time period over which the gain would be allocated.

Monarch's RFI Schedule II-A-3, Balance Sheet, shows in column (h), "Adjusted Book As Of 6/30/15" a deficit of (\$19,805,057). That amount represents Monarch's accumulated losses since acquisition by SouthWest Water Company in 2005. These accumulated deficits have been almost entirely the result of Monarch having strived to avoid customer rate shock by voluntarily seeking rates that would not yield a fair return on investment. In addition, Monarch is in an unfavorable internal cash generating position because of depreciation rates that are relatively low compared to water industry norms. Regardless of how the gain on sale might ultimately be allocated, the result of any allocation to customers would be indisputable: lower revenue, reduced cash from operations and as a consequence a further eroding of Monarch's cash flow and creditworthiness. Such a reduction in revenue and creditworthiness would have a net negative impact on Monarch's "financial strength."

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-24: If it is your position that your customers benefit or benefitted by the fact that, with the sale of the Blue Mounds assets, you avoided the repairs and other costs identified on Attachment RLK 4, please explain the basis for that position, and itemize the repairs and their projected costs.

RESPONSE: Yes. See response to RFI Staff 5-17.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

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SOAH DOCKET NO. 473-16-2873.WS**

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-25: Admit that the water quality provide by you to the Blue Mound customers was lower than it would have been since 2010, if you had made all the investments in the items listed with costs in Attachment RLK-4.

RESPONSE: This request has been withdrawn.

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-26: Admit that you recovered your costs of litigation in the sale of the Blue Mound assets. If you deny this, please provide a accounting of the costs of litigation and the amount of those costs included in either the sales price and or the \$477,173 professional fees listed on Table 1 of Robert Kelly's testimony.

RESPONSE: Admit.

Prepared by: Edward Taussig
Sponsored by: Robert Kelly

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-27: Admit that some, if not all, of the \$477,173 professional fees listed on Table 1 of Robert Kelly's testimony have been included in your rate base. Whether you admit or deny, provide a detailed accounting of those professional fees.

RESPONSE: Denied. See Attachment TAMER 1-27 for the detailed accounting of those professional fees.

Prepared by: Edward Taussig
Sponsored by: Robert Kelly

PUC Docket No. 45570
Attachment TAMER 1-27
Professional Fees Detail

Line #	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
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Line #	GL Account	Account Name	Amount
3	658010	Professional Fees - Consulting	\$ 37,423
4	658040	Professional Fees - Legal	439,691
5	658030	Professional Fees - Collection	60
6		Total	\$ 477,173
9	Vendor	Date	Amount
10	Barron & Adler, LLP	6/27/2012	150,000.00
11	Barron & Adler, LLP	6/30/2014	112,952.95
12	GDS Associates	8/8/2012	1,100.00
13	GDS Associates	9/12/2012	7,212.16
14	GDS Associates	10/8/2012	7,883.27
15	GDS Associates	12/7/2012	8.00
16	Law Offices of Mark	12/10/2012	3,099.77
17	Lloyd Gosselink	8/31/2011	11,109.12
18	Lloyd Gosselink	1/20/2012	20,997.62
19	Lloyd Gosselink	2/14/2012	36,994.71
20	Lloyd Gosselink	3/14/2012	7,511.35
21	Lloyd Gosselink	4/17/2012	42,081.52
22	Lloyd Gosselink	5/16/2012	7,511.84
23	Lloyd Gosselink	6/22/2012	1,941.50
24	Lloyd Gosselink	8/15/2012	1,011.00
25	Lloyd Gosselink	10/23/2012	385.00
26	Lloyd Gosselink	12/13/2012	252.00
27	Lloyd Gosselink	8/20/2014	1,933.00
28	Lloyd Gosselink	9/16/2014	7,210.00
29	Lloyd Gosselink	10/15/2014	3,912.50
30	Lloyd Gosselink	11/17/2014	1,249.00
31	Lloyd Gosselink	12/9/2014	3,121.00
32	Lloyd Gosselink	1/15/2015	6,723.00
33	Lloyd Gosselink	4/16/2015	605.00
34	Lloyd Gosselink	5/19/2015	35.00
35	Lloyd Gosselink	9/9/2015	4,732.00
36	Lloyd Gosselink	10/16/2015	10,434.50
37	Lloyd Gosselink	11/10/2015	858.00
38	Lloyd Gosselink	12/17/2015	106.00
39	Penn Credit	7/25/2013	59.67
40	Valuescope	8/6/2012	4,280.00
41	Valuescope	8/6/2012	2,500.00
42	Valuescope	9/6/2012	2,000.03
43	Valuescope	10/3/2012	12,439.71

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-28: Admit that your 99.9% owners and shareholder benefited from the tax treatment it received from the sale of the Blue Mound assets. Whether you admit or deny, explain your position.

RESPONSE: Denied. The sale of Blue Mound assets resulted in additional tax burden as it constituted a taxable gain on sale, with no relevant tax deductions or deferrals. The additional tax will be borne by the 99.9% owners and shareholder.

Prepared by: Kent Cauley
Sponsored by: Robert Kelly

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-29: Identify and quantify the extraordinary burdens associated with the Blue Mound systems that you agree were borne by ratepayers.

RESPONSE: As explained in the Direct Testimony of Robert Kelly regarding Principle No. 9, page 13, lines 11 to 15, the extraordinary burdens of the Blue Mound system were borne almost entirely by Monarch, and any burdens borne by customers were miniscule and not quantifiable.

Prepared by: Robert Kelly
Sponsored by: Robert Kelly

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-30: Identify who determined the book value of the Blue Mound Assets, as shown in Table 1 in the testimony of Robert Kelly, the qualifications of that person and the basis for the determination.

RESPONSE: Edward Taussig, working under the direction of Robert Kelly, took the book value of the Blue Mound assets from the books and records of Monarch. Mr. Taussig has a MBA in Finance and is a Finance Director at SouthWest Water responsible for the Texas Utilities.

Prepared by: Edward Taussig
Sponsored by: Robert Kelly

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-31: Identify who determined the Professional Fees, as shown in Table 1 in the testimony of Robert Kelly, the qualifications of that person and the basis for the determination.

RESPONSE: Edward Taussig working under the direction of Robert Kelly identified the amount from recorded entries in Monarch's general ledger. See response to TAMER 1-30 for Mr. Taussig's qualifications.

Prepared by: Edward Taussig
Sponsored by: Robert Kelly

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-32: Please explain your understanding of how the value of shares in Monarch Utilities, Inc., was determined at the time (2011) of the company's sale by SWWC to New Mexico Utilities, Inc.

RESPONSE: The value of Monarch Utilities, Inc.'s shares were based on its recorded book value.

Prepared by: Kent Cauley
Sponsored by: Chuck Profflet

PUC DOCKET NO. 45570
SOAH DOCKET NO. 473-16-2873.WS

MONARCH'S RESPONSES TO TAMER'S FIRST REQUESTS FOR INFORMATION

TAMER RFI 1-33: For responses to requests Nos. 1-2, 1-4, 1-6, 1-7, and 1-10 through 1-31, produce all documents that support your position or that provide the basis for that position. For the response to request No. 1-32, please provide any documentation you have of the value of Monarch Utilities, Inc., at the time of its 2011 sale to New Mexico Utilities, Inc.

RESPONSE: For documents that support Monarch's position in its responses to requests Nos. 1-2, 1-4, 1-6, 1-7, and 1-10 through 1-31, generally see Monarch's Rate Filing Package and responses to RFIs in this docket. See Attachment TAMER RFI 1-33 and Confidential Attachment TAMER RFI 1-33.

Prepared by: Robert Kelly/Kent Cauley/Ed Taussig
Sponsored by: Robert Kelly

STOCK TRANSFER AGREEMENT

This STOCK TRANSFER AGREEMENT (this "Agreement") is entered into as of December 30, 2011, by Southwest Water Company, a Delaware corporation ("SWWC"), and New Mexico Utilities, Inc., a New Mexico corporation ("NMUI", and together with SWWC, the "Parties", and each individually, a "Party").

WITNESSETH

WHEREAS, SWWC desires to irrevocably transfer 100% of the equity interests it owns in Monarch Utilities Inc., a wholly owned subsidiary of SWWC (the "Transferred Stock"), to NMUI;

WHEREAS, NMUI desires to receive the Transferred Stock from SWWC; and

WHEREAS, the Parties have agreed upon the terms and conditions set forth herein that, in exchange for a \$60,000,000 intercompany note issued by NMUI for the benefit of the SWWC in the form attached hereto as Exhibit A, SWWC will transfer the Transferred Stock to NMUI, and NMUI will accept the Transferred Stock from SWWC.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Stock; Acceptance of Transfer. As of the date of this Agreement, (i) SWWC hereby irrevocably transfers to NMUI all of its right, title and interest in the Transferred Stock and (ii) NMUI hereby accepts receipt of the Transferred Stock from SWWC. The consummation of the transfer of the Transferred Stock shall be consummated as soon as practicable after the execution of this Agreement.
2. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to or shall confer upon anyone other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
3. Section Headings. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions thereof.
4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware.
5. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, discussions and understandings with respect to such subject matter.

6. Amendment. This Agreement may be amended only by a written instrument signed by each Party.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

SOUTHWEST WATER COMPANY

By: _____
Name: William K. Dix
Title: Vice President, General Counsel &
Secretary

NEW MEXICO UTILITIES, INC.

By: _____
Name: William K. Dix
Title: Vice President and Secretary

Exhibit A

THIS INTERCOMPANY PROMISSORY NOTE AND ALL AMOUNTS PAYABLE HEREUNDER SHALL BE SUBORDINATE AND JUNIOR AS TO RIGHT OF PAYMENT AND EXERCISE OF REMEDIES TO ALL AMOUNTS IDENTIFIED AS SENIOR OBLIGATIONS HEREUNDER AND SHALL BE SUBJECT TO THE RESTRICTIONS ON TRANSFER, IN EACH CASE, AS SET FORTH HEREUNDER.

INTERCOMPANY PROMISSORY NOTE

\$60,000,000

Date: December 30, 2011

New Mexico Utilities, Inc., a New Mexico corporation (the "Issuer") hereby promises to pay to the order of SouthWest Water Company, a Delaware corporation ("Holder") at the principal office of Holder located at 1211 E. Center Court Drive, Covina, California 91724, the principal sum of SIXTY MILLION DOLLARS (\$60,000,000) in the lawful currency of the United States of America, together with interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until the date on which this Promissory Note (this "Note") is paid in full, at the rate set forth below.

SECTION 1. Definitions. As used in this Note, the following capitalized terms have the following meanings:

"Credit Agreement" means the "Credit Agreement" as defined in the Security and Pledge Agreement.

"Creditors" means the "Creditors" as defined in the Security and Pledge Agreement.

"Collateral Agent" means the "Collateral Agent" as defined in the Security and Pledge Agreement.

"Discharge of Senior Obligations" means the occurrence of the events (including the payment in full of the Senior Obligations to the extent required by Section 7.14(a) of the Security and Pledge Agreement and the termination of the Commitments (as defined under the Security and Pledge Agreement)) that would give rise to termination of the Senior Obligations (other than those which survive termination) pursuant to Section 7.14(a) of the Security and Pledge Agreement.

"Event of Default" means an "Event of Default" as defined in the Security and Pledge Agreement.

"Note Purchase Agreement" means the "Note Purchase Agreement" as defined in the Security and Pledge Agreement.

"Security and Pledge Agreement" means the Security and Pledge Agreement, dated as of September 13, 2010, by SouthWest Water Company (as successor by merger with SW Merger Sub Corp.), SW Merger Acquisition Corp., the other Grantors (as defined therein) from time to time party thereto, in favor of Royal Bank of Canada, as Collateral Agent, as amended, supplemented or otherwise modified from time to time.

"Senior Documents" means the "Senior Documents" as defined in the Security and Pledge Agreement.

“Senior Obligations” means the “Obligations” as defined in the Security and Pledge Agreement.

SECTION 2. Interest and Payments on Note. All principal and accrued interest on the unpaid principal of this Note will be due and payable in immediately available funds on December 30, 2016.

Until the earlier of maturity or payment in full, the loan made under this Note shall bear interest at a rate (the “Interest Rate”) equal to 6.54%, payable semi-annually in arrears on the fifteenth (15th) business day of March and September of each calendar year. Interest shall be calculated on the basis of a 360-day year for actual days elapsed. In no event shall the interest rate applicable at any time to this Note exceed the maximum rate permitted by law.

Subject to Section 4, Issuer may prepay all or part of this Note, without penalty or premium, at any time with accrued interest to the date of prepayment on the principal amount prepaid; provided that no Event of Default has occurred and is continuing.

All payments on this Note may be applied to the payment of accrued interest before being applied to the payment of principal. Any payment which is required to be made on a day which is not a banking business day in the City of New York shall be payable on the next succeeding banking business day and such additional time shall be included in the computation of interest. Upon any partial prepayment, at the request of Issuer or Holder, this Note shall be surrendered to Issuer in exchange for a substitute note, which shall set forth the revised principal amount but shall otherwise be identical to this Note.

SECTION 3. Acknowledgment of Security and Pledge Agreement. Each of Holder and Issuer acknowledges and agrees that they are party to the Security and Pledge Agreement and subject to the obligations set forth thereunder. Holder further acknowledges and agrees that after the occurrence of and during the continuance of an Event of Default, the Collateral Agent may exercise all rights of Holder with respect to this Note that the Collateral Agent would be entitled to exercise under the Security and Pledge Agreement. Pursuant to the Security and Pledge Agreement, this Note shall be pledged by Holder to the Collateral Agent, for the benefit of the Creditors, as collateral security for the Senior Obligations.

SECTION 4. Subordination. Anything in this Note to the contrary notwithstanding, the obligations and indebtedness evidenced by this Note owed by Issuer to Holder shall be subordinate and junior in right of payment and exercise of remedies, to the extent and in the manner hereinafter set forth, to all Senior Obligations of Issuer until the Discharge of Senior Obligations.

4.1. Subordination to Payments of Senior Obligations. Without limiting the acknowledgment set forth in Section 3, Holder hereby acknowledges (a) the limitations on its right to receive any payments on this Note set forth in Section 5.3 of the Security and Pledge Agreement if an Event of Default has occurred and is continuing and (b) its obligations with respect to Proceeds (as defined in the Security and Pledge Agreement) set forth in Section 5.4 of the Security and Pledge Agreement.

4.2. Subordination upon Distribution of Assets. In the event of any payment or distribution of assets of Issuer of any kind or character, whether in cash, property, or securities, upon the dissolution, winding up, or total or partial liquidation or reorganization, readjustment, arrangement, or similar proceeding relating to Issuer or its property, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership, arrangement, or similar proceedings or upon an assignment for the benefit of creditors, or upon any other marshaling or composition of the assets and liabilities of Issuer, or upon the occurrence of an Event of Default under Section 8.1(f) of the Credit Agreement or Section 11(g) of the Note Purchase Agreement, or

otherwise (such events, collectively, "Insolvency Events"): (a) the Discharge of Senior Obligations must occur before any payment hereunder is made subsequent to, or concurrent with, any such Insolvency Event; and (b) any payment hereunder to which Holder would be entitled shall be paid or delivered directly to Collateral Agent for application to the payment of the Senior Obligations until the Discharge of Senior Obligations has occurred.

4.3. Subordination of Remedies. Until the Discharge of Senior Obligations has occurred, Holder will not:

(a) accelerate or otherwise make immediately due and payable (other than on its maturity date) this Note;

(b) bring, commence, institute, prosecute, or participate in any lawsuit, action, or proceeding, whether private, judicial, equitable, administrative, or otherwise to enforce its rights or interests in respect of this Note;

(c) exercise any rights or remedies under this Note, if any;

(d) contest, protest, or object to any exercise of secured creditor remedies by any Creditors in connection with the Senior Obligations (other than in breach of the Senior Documents);

(e) object to any forbearance by any Creditors in connection with the Senior Obligations; or

(f) commence, or cause to be commenced, or join with any creditor other than Collateral Agent or any Creditors in commencing, any Insolvency Event against Issuer.

4.4. Payment over to Collateral Agent. In the event that, notwithstanding the provisions of Section 4.1, any payments in respect of this Note shall be received in contravention of Section 4.1 or Section 4.2 by Holder before the Discharge of Senior Obligations has occurred, such payments shall be segregated and held in trust for the benefit of the Creditors and shall be forthwith paid over or delivered to Collateral Agent, in the same form as received and with any necessary endorsements, for application to the payment of the Senior Obligations, in each case, in accordance with the terms of the Security and Pledge Agreement.

4.5. Not Prejudiced by Election Not to Act. To the fullest extent permitted by law, no present or future Creditor shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of Holder or Issuer or by any act or failure to act on the part of any Creditor.

SECTION 5. Transfer of Note. Until the Discharge of Senior Obligations, each of Issuer and Holder may not assign or transfer its rights and obligations in respect of this Note unless to another Guarantor (as defined in the Security and Pledge Agreement) who by accepting such assignment or transfer agrees to be bound by Sections 3, 4 and 5 hereof. This Note may not be assigned or transferred by Issuer without the prior written consent of the Holder.

SECTION 6. Miscellaneous. Issuer, for itself and its successors and assigns, hereby waives presentment, notice of dishonor, protest and notice of protest, and any or all other notices or demands (other than demand for payment) in connection with the delivery, acceptance, performance, default, endorsement or guarantee of this Note. The liability of Issuer hereunder shall be unconditional and shall not be in any manner affected by any indulgence whatsoever granted or consented to by the holder hereof,