

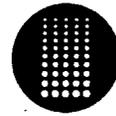


Control Number: 46432



Item Number: 4

Addendum StartPage: 0



**SouthWest
Water Compar**

SWWC Utilities, Inc.
12535 Reed Road
Sugar Land, TX 77478
Phone 281.207.5800
Fax 281.207.5940
www.swwc.com

RECEIVED

2016 NOV -7 PM 1:44

PUBLIC UTILITY COMMISSION
FILING CLERK

November 4, 2016

Public Utility Commission of Texas
Filing Clerk, Central Records
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

RE: Docket 46432 Application of Ni America Texas, L.L.C for Minor Tariff Changes

Ni America Texas, L.L.C., CCN 11922

To Whom It May Concern:

This filing is in response to the Commission Staff's Memo dated October 31, 2016 noting an incorrect Transfer Fee. The attached revision replaces the incorrect new Customer Service Application (CSA), Appendix B, and is the standard CSA used by all of SouthWest's affiliated Texas utilities. It references the appropriate "Approved Transfer Fee."

It is our intent to implement the revised Contract/Application for Service immediately. Please let me know if there are any questions or if you need additional information.

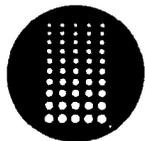
Sincerely,

George Freitag, P.E.
Texas Regional Regulatory Manager
SouthWest Water Company
512/219-2288
gfreitag@swwc.com

cc: The City of New Fairview

Enclosures

4



SouthWest Water Company®

With Water Comes Responsibility

Return Signed Application to:
Mail: 12535 Reed Rd, Sugar Land, TX 774
Fax: (832) 209-5395 Phone: (866) 654-7995
Email: turnon@swwc.com
(We must receive second page with signature)

THIS APPLICATION MUST BE COMPLETED, SIGNED AND RETURNED TO SWWC UTILITIES, INC. BEFORE SERVICE CAN BE ESTABLISHED. AN APPROVED TRANSFER FEE MAY BE ASSESSED IF APPLICABLE.

**MONARCH UTILITIES I, L.P.
NI AMERICA TEXAS**

CONTRACT/APPLICATION FOR UTILITY SERVICE

Name of Applicant*: _____ **Authorized User:** _____

**This is the person or other entity in whose name service will be rendered and who will be responsible for all service and other bills.*

Are you **Buying** or **Renting?** (provide valid Lease Agreement) **Purchase Settlement/Lease Date:** ____/____/____

SSN Last 4 Digits: _____ **Driver's License:** _____ **Date of Birth:** ____/____/____

Date to Begin Service (MM/DD/YY): ____ / ____ / ____ **Is the water currently on?** **Yes** **No**

Type of service Water , Sewer , or Both **Residential** , **Commercial** , **Industrial** , or **Developer**

Service Address: _____

City: _____ State: _____ Zip Code: _____

Lot: _____ Block: _____ Section: _____

Mailing Address if different then above: _____

City: _____ State: _____ Zip Code: _____

Water Emergency Contact Preference (please check one): **Home Phone:** **Cell Phone:** **Text:** **E-mail:**

Telephone(s): Home: (____) _____ Day: (____) _____ Cell: (____) _____

Email address: _____

Have you ever been an SWWC Utilities, Inc. customer? **Yes** **No**

Previous Address: _____

(Street, City, State, Zip)

All utility services to be provided hereunder shall be subject to all terms and conditions of Utility's state-approved tariff(s), Public Utility Commission of Texas ("PUCT") and the rules of the Texas Commission on Environmental Quality ("TCEQ"). This Contract/Application for Utility Service ("Contract/Application") is by and between SWWC Utilities, Inc., a Texas corporation, ("Utility") and the applicant ("Customer" or "Applicant") whose name and signature is shown below at the end of this document.
Deposit: If a residential service applicant does not establish credit to the satisfaction of the utility, the residential service applicant may be required to pay a deposit of \$50 for water service and \$50 for sewer service. No deposit may be required of a residential service applicant who is 65 years of age or older if the applicant does not have a delinquent account balance with the utility or another water or sewer utility. Applicant must provide valid proof of age.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility-owned property or personnel by the customer or others under his control. Customer agrees to take no action to create a health or safety hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the TCEQ. Utility will not accept liability for any injury or damage occurring on the customer's side of the meter. Utility will not accept liability for injury or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of Utility, (3) electrical power failures, or (4) termination of water service pursuant to Utility's tariff, rules and PUCT rules.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or fire fighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability or lack thereof of water or water pressure (or lack thereof) during fire emergencies.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Utility has further adopted its own specific plumbing contained in its tariff. Any extensions and/or new facilities shall comply with that code and all standards established by the Where conflicts arise, the more stringent standard must be followed. The piping and other equipment on the premises fur by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regu authorities and all tariffed service rules of Utility. No other water service will be used by the Customer on the same prop conjunction with Utility's service, either by means of a cross-over valve or any other connection. Customer shall not conn allow any other person or party to connect, onto any water lines on his premises.

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the U Plumbing Code and/or Utility's tariff.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Po sources of contamination shall be isolated from the public drinking water system by an air-gap only.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap only.
- C. No connection that allows water to return to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing a connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing of any conn that provides water for human use.

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access and use of the Customer's premises at all reasc times for the purpose of installing, inspecting or repairing water mains or other equipment used in connection with its provis water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary f operation of Utility's system. If the property to be served does not have dedicated, recorded public utility easements availa Utility's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a t applicant) shall be required to provide Utility with a recorded permanent easement as a condition of service. Such easement be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the fee owner of the property. By signin application, the landlord grants all required rights of access and easements.

PLUMBING INSPECTION: Applicants for service at new consuming facilities or facilities which have undergone exte plumbing modifications, including remodeling, are required to deliver to the Utility a certificate that their facilities have inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of pot hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or ha are remedied. When potential sources of contamination are identified that require the installation of a backflow prevention de such backflow flow prevention device shall be installed, tested and maintained at the customer's expense.

SEWER REGULATIONS: *(only if sewer service provided)* The Utility only provides "sewage" collection and disposal service t public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from dom activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or dispo waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the Utility's state-approved wastev treatment plant within the parameters of the Utility's wastewater discharge permit. **THIS SERVICE DOES NOT INCLUDE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEM: COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.** It shall be the custo responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defect blockage. If there is excessive, infiltration or inflow or failure to provide proper pretreatment, the Utility may require the custo to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem.

RESIDENTIAL SINGLE FAMILY GRINDER / SEWAGE STATIONS : *(only if sewer service provided)* The utility will instal grinder pumps, storage tanks, controls and other appurtenances necessary to provide pressurized sewer service to a reside connection. The customer will have ownership of all utility-installed grinder pumps, receiving tanks, lift stations or controls o customer's property, and all maintenance, repairs and replacement are the customer's responsibility. The repairs ma performed by anyone selected by the customer, who is competent to perform such repairs. The utility requires that parts equipment meet the minimum standards approved by the TCEQ, to insure proper and efficient operation of the sewer system

CUSTOMER AGREEMENT: By signing this application for public utility service, I agree to comply with Utility's rules and tariff all rules and regulations of applicable regulatory agencies. I guarantee prompt payment of all utility bills for the service add printed above. I will remain responsible for utility bills until the day service is terminated at my request. I agree to take no a to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers. I a to put no unsafe, non-domestic service demands on Utility's system without notice to and permission from Utility.

Signature: _____ Date: ____/____/____ Reference Number: _____