

**SECTION J.  
MISCELLANEOUS  
TRANSACTION  
FORMS**

**ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS**

NAME: \_\_\_\_\_

METER #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCT #: \_\_\_\_\_

I hereby authorize Levi Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

I also understand that I am responsible to see that this account balance is kept current, as is any other account in the Corporation. This account shall not be reinstated until all debt on the account has been retired.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential unless required by any federal or state statute or annual election of board members and then only to the person(s) (name, address and telephone only) seeking election to the Board of Directors.

### *IS THERE A CHARGE FOR THIS SERVICE?*

Yes. There is a one-time charge of \$10.00 to cover the cost of postage and implementation which must be paid at the time of request.

### *HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return it with your check or money order for \$10.00 to:

Levi Water Supply Corp.  
P.O. Box 490  
Lorena, Texas 76655

Your response is not necessary if you do not want this service.

### **WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

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### **Detach and Return This Section**

I want you to make my personal information, including my address, telephone number, account records, and social security number confidential. I have enclosed my payment of \$\_\_\_\_.00 for this service.

\_\_\_\_\_  
*Name of Account Holder*

\_\_\_\_\_  
*Account Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

**LEVI WATER SUPPLY CORPORATION**

**P.O. BOX 490 ♦ 2757 ROSENTHAL PKWY**

**LORENA, TEXAS 76655-0490**

**(25) 857-3050 ♦ FAX: (254) 857-3226**

**accounts@leviwater.com**

**CUSTOMER NOTICE OF WATER USE RESTRICTIONS**

DATE: \_\_\_\_\_

TO: Customers of Levi Water Supply Corporation

FROM: \_\_\_\_\_, Manager, Levi WSC

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on file with the Texas Commission on Environmental Quality, Stage \_\_\_\_ - \_\_\_\_\_ allocations will begin on \_\_\_\_\_ and will be in effect no later than \_\_\_\_\_ or until the situation improves.

Stage \_\_\_\_ allocation restricts your water use as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Board has authorized those penalties and measures contained in the Corporation's tariff that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this water use restrictions program please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

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## CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager. Levi WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the FIRST NOTICE of violation. You are hereby notified of a violation of our water use restrictions notice sent to all customers on \_\_\_\_\_ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER USE RESTRICTIONS]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \$\_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_ a. m. / p. m.. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use according to the Corporation's previous Notice of Water Use Restrictions. **Accordingly, you will be assessed an additional, and more severe, penalty for any future violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers.

We appreciate your cooperation.

Corporation Official \_\_\_\_\_

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## CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, Levi WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

**This is the SECOND violation.** You were notified of a previous violation on \_\_\_\_\_ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_ m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first, Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

Corporation Official \_\_\_\_\_

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**CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY**

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, Levi WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_\_ it was determined that you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on \_\_\_\_\_ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of \_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_ m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

In addition, the Corporation may install a flow restricting device, which will limit the amount of water that will flow through your meter. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so \_\_\_\_\_ previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR A PERIOD OF THREE (3) DAYS FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the \_\_\_\_\_ Water Supply Corporation and its members.

Corporation Official \_\_\_\_\_

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**NOTICE OF TERMINATION**

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, Levi WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

**There have been repeated violations.** You previously have been notified of violations on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be terminated on \_\_\_\_\_. Your service will not be restored until \_\_\_\_\_ and only after payment of a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.



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**NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS**  
**TO A SINGLE TAP**

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, Levi WSC

TO: \_\_\_\_\_, you are hereby notified that Levi Water Supply Corporation ("Corporation") has sufficient reason to believe a Multiple Connection exists on your property at \_\_\_\_\_ in violation of the Corporation's tariff, Section E Prohibition of Multiple Connections. Pursuant to the tariff, no more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap.

The Corporation shall discontinue service under the Disconnection with Notice provisions of the Corporation's tariff if the Multiple Connection is not rectified within \_\_\_\_\_ (days or date).

See also 30 Texas Administrative Code 290.38(15) and 290.44(d)(4) and Texas Commission on Environmental Quality's Regulatory Guidance document number RG-219 attached.

(page 1 of 2)



## TCEQ REGULATORY GUIDANCE

Water Supply Division

RG-219 • May 2008

# One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

### These rules apply to public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of

the customary use of the property.

[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

### These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

**Questions?** Contact the Consumer Assistance group, Water Supply Division, at 512-239-4691 (*fax*, 512-239-6145) or by mail at this address: Consumer Assistance MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087

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**DEFERRED PAYMENT AGREEMENT**

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay \$ \_\_\_\_\_ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation's authorized representative(s) or Board of Directors.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_, Manager  
Levi Water Supply Corporation

## LEVI WATER SUPPLY CORPORATION INSTALLMENT AGREEMENT

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Levi Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the \_\_\_\_\_ (Equity Buy-In Fee, High water bill from a leak, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the regular monthly meeting of the Board of Directors of the Levi Water Supply Corporation.

\_\_\_\_\_  
President, Levi WSC

\_\_\_\_\_  
Sec/Treasurer, Levi WSC

THE STATE OF TEXAS COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, Texas.

\_\_\_\_\_  
Member/Applicant

Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Blank for future use

## LEVI WATER SUPPLY CORPORATION MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the LEVI WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The Levi WSC does meet the service requirements of the Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the Levi WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The Levi WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the Levi WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust\*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. Levi WSC shall notify the entity so designated in the Deed of Trust\*.

Legal Description of Property:

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\_\_\_\_\_  
Mortgagee (Lien-Holder)

\_\_\_\_\_  
Guarantor (If Applicable)

\_\_\_\_\_  
WSC Representative

\_\_\_\_\_  
Date

**Note:** \* Please attach Deed of Trust or other proof of ownership for permanent record.

## AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE VEHICLES IN DESIGNATED AREAS

STATE OF TEXAS

\_\_\_\_\_ COUNTY

This Agreement ("Agreement") is executed by and between \_\_\_\_\_ Volunteer Fire Department ("Department"), an emergency service organization, and Levi Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Texas Business Organizations Code for the purposes and consideration set forth herein.

### RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in McLennan & Falls County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. 10018; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

### PARTIES

1.1 This Agreement is entered into by and between \_\_\_\_\_ Volunteer Fire Department, domiciled and conducting business in \_\_\_\_\_ County, Texas, and Levi Water Supply Corporation, domiciled and conducting business in McLennan & Falls County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

### PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.



### COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose. Department must provide an estimated amount water used in gallons to Levi Water Supply.

### TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

### MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Levi Water Supply Corporation \_\_\_\_\_ Volunteer Fire Department

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Date: \_\_\_\_\_

## LEVI WATER SUPPLY CORPORATION METER TEST AUTHORIZATION AND TEST REPORT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE NUMBER (DAY): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASONS FOR REQUEST: \_\_\_\_\_

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$25.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

\_\_\_\_\_  
Signed by Member

### TEST RESULTS

Low Flow (1/4 GPM) \_\_\_\_\_ % AWWA Standard 97.0 - 103.0 %

Intermediate (2 GPM) \_\_\_\_\_ % AWWA Standard 98.5 - 101.5 %

High Flow (10 GPM) \_\_\_\_\_ % AWWA standard 98.5 - 101.5 %

Register test \_\_\_\_\_ minutes at \_\_\_\_\_ gallons per minute recorded per \_\_\_\_\_ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by \_\_\_\_\_ %

Meter tests low; no adjustment due.

Test conducted by \_\_\_\_\_ Approved

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**accounts@leviwater.com**

**NOTICE TO OWNER OF RENTAL PROPERTY**

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$10.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

LEVI WSC

\_\_\_\_\_. Manager

Amount Due Including Service Charges \_\_\_\_\_

Final Due Date \_\_\_\_\_

## **NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF LEVI WATER SUPPLY CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, Levi Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Levi Water Supply Corporation, Certificate of Convenience and Necessity No. 10018, in McLennan & Falls County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with the line extension agreement, sub-division agreement and non-standard service agreement contained in Levi Water Supply Corporation's tariff.

**Levi Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.**

Applicable elements of the Subdivision include:

Evaluation by Levi Water Supply Corporation of the impact a proposed subdivision service extension will make on Levi Water Supply Corporation's water supply and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply capacity;

Payment of fees for reserving water supply;

Forfeiture of reserved water supply capacity for failure to pay applicable fees;

Payment of costs of any improvements to Levi Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by Levi Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

Levi Water Supply Corporation's tariff and a map showing Levi Water Supply Corporation's service area may be reviewed at Levi Water Supply Corporation's offices, at 2757 Rosenthal Pkwy., Lorena, Texas, 76655; the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

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**NOTICE OF RETURNED CHECK**

**TO:**

**DATE:**

**CHECK NUMBER:**

**AMOUNT OF CHECK:**

Your check has been returned to us by your bank for the following reasons:

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You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$25.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management. Levi Water Supply will charge a Disconnect/Reconnection Fee if water service is disconnected and the full balance on the account must be paid before water service is restored.

LEVI WSC

\_\_\_\_\_, Manager

**LEVI WATER SUPPLY CORPORATION**  
**P.O. BOX 490 ♦ 2757 ROSENTHAL PKWY**  
**LORENA, TEXAS 76655-0490**  
**(25) 857-3050 ♦ FAX: (254) 857-3226**  
**accounts@leviwater.com**

**NOTICE OF RETURNED CHECK**

**TO:**

**DATE:**

**CHECK NUMBER:**

**AMOUNT OF CHECK:**

Your check has been returned to us by your bank for the following reasons:

---

---

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$25.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management. Levi Water Supply will charge a Disconnect/Reconnection Fee if water service is disconnected and the full balance on the account must be paid before water service is restored.

LEVI WSC

\_\_\_\_\_, Manager

## LEVI WATER SUPPLY CORPORATION REQUEST FOR SERVICE DISCONTINUANCE

I (Personal Name)/Business Name \_\_\_\_\_, hereby request that my water service account number \_\_\_\_\_ located at \_\_\_\_\_, be disconnected from Levi Water Supply Corporation service. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water service will terminate when this signed statement is received by the Levi WSC office. I understand and agree that a fee will be incurred for the processing of this transaction in addition to final water and service trip charges.

☐ (Residential account)

If applicable, I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

☐ (Commercial account)

I further represent to the Corporation that I am the duly authorized representative of \_\_\_\_\_ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

If you are the Executor, Trustee or Administrator of an Estate, please provide proof of author

**LEVI WATER SUPPLY CORPORATION**  
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**LORENA, TEXAS 76655-0490**  
(25) 857-3050 • FAX: (254) 857-3226  
accounts@leviwater.com

**EASEMENT DENIAL LETTER AND AFFIDAVIT**

Date \_\_\_\_\_

VIA: First Class Mail and Certified Mail. Return Receipt Requested No. \_\_\_\_\_

Dear \_\_\_\_\_:

Levi Water Supply Corporation (Corporation) has requested an easement for a water distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this notice to be retained in the Corporation's records for future water service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water service, the Corporation will require an easement before water service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water service, the Corporation will require payment of all reasonable costs for relocation or construction of the water distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be \_\_\_\_\_, as reflected in the attached. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office at the above address or telephone number.

We appreciate your attention to this matter.

Sincerely,



### ACKNOWLEDGEMENT OF REFUSAL

I, \_\_\_\_\_, hereby refuse to provide the easement requested by Levi Water Supply Corporation for authority to construct/operate a water distribution system across my property.

### AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document and attached easement sent by certified mail to \_\_\_\_\_ on \_\_\_\_\_, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of Levi Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by \_\_\_\_\_. I further attest that the Corporation's engineer has provided \_\_\_\_\_ a current estimate of the cost (copy attached) for replacing/constructing the water distribution system within the requested easement (which cost may increase in the future).

\_\_\_\_\_  
*Authorized Officer or Manager of Levi Water Supply Corporation*

Date: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

(SEAL)

Notary Public, \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_.

**RELEASE OF EASEMENT**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF \_\_\_\_\_

§

LEVI WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("LEVI WSC"), is the legal and equitable owner and holder of the easement described and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the \_\_\_\_\_ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, LEVI WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by LEVI WSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require LEVI WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LEVI WATER SUPPLY CORPORATION  
a Texas water supply corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said water supply corporation.

[SEAL.]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**THE PROPERTY**

After recording, return to:  
(owner's name and address)

**30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well.**

**SANITARY CONTROL EASEMENT**

DATE: \_\_\_\_\_, 20\_\_\_\_  
 GRANTOR(S): \_\_\_\_\_  
 GRANTOR'S ADDRESS: \_\_\_\_\_  
 GRANTEE: \_\_\_\_\_  
 GRANTEE'S ADDRESS: \_\_\_\_\_

**SANITARY CONTROL EASEMENT:**

**Purpose, Restrictions, and Uses of Easement:**

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drainfields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

The Grantor's property subject to this Easement is described in the documents recorded at:

Volume \_\_\_\_, Pages \_\_\_\_ of the Real Property Records of \_\_\_\_\_ County, Texas.

**Property Subject to Easement:**

All of that area within a 150-foot radius of the water well located \_\_\_\_\_ feet at a radial of \_\_\_\_ degrees from the \_\_\_\_\_ corner of Lot \_\_\_\_\_, of a Subdivision of Record in Book \_\_\_\_\_, Page \_\_\_\_\_ of the County Plat Records, \_\_\_\_\_ County, Texas.

**TERM:**

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

**ENFORCEMENT:**

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

### INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

By: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on the day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for  
THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary

Recorded in \_\_\_\_\_ Courthouse, \_\_\_\_\_ Texas on \_\_\_\_\_, 20 \_\_\_\_

# **LEVI WATER SUPPLY CORPORATION EQUIPMENT AND LINE DEDICATION AGREEMENT**

I, \_\_\_\_\_ (Transferor - Name of person, entity, corp., or other), having complied with the Levi Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the Levi Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract of \_\_\_\_\_ (date) including any amendments thereto and being further described as follows: (or see Attachments)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Levi Water Supply Corporation through its designated representative having agreed to accept the equipment and or line(s) as previously described on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Corporation shall hold harmless, \_\_\_\_\_ (name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ by:

Levi Water Supply Corporation

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Transferor Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      Zip

\_\_\_\_\_  
City                      Zip

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

**LEVI WATER SUPPLY CORPORATION**  
**P.O. BOX 490 • 2757 ROSENTHAL PKWY**  
**LORENA, TEXAS 76655-0490**  
**(25) 857-3050 • FAX: (254) 857-3226**  
**accounts@leviwater.com**

**TERMINATION NOTICE**

**TO:**

**ACCOUNT NUMBER:**

**DATE:**

**DATE OF SCHEDULED TERMINATION:**

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

---

Authorized Officer or Manager of Levi WSC

**DEDICATION, BILL OF SALE AND ASSIGNMENT****(Developer Form)**

THE STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

KNOW ALL BY THESE PRESENTS

This Dedication, Bill of Sale and Assignment is entered into and effective as of \_\_\_\_\_, 201\_, by and between LeviWater Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and \_\_\_\_\_ ("Developer").

**RECITALS:**

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated \_\_\_\_\_ (the "Agreement"). Pursuant to Section \_\_\_\_ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the \_\_\_\_\_ Subdivision, a subdivision in \_\_\_\_\_ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

**DEDICATION, ASSIGNMENT AND AGREEMENT**

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section \_\_\_\_ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): \_\_\_\_\_ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



THE STATE OF TEXAS

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THE COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_, by  
\_\_\_\_\_[DEVELOPER]

\_\_\_\_\_  
Notary Public - State of Texas

(Seal)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

Levi Water Supply Corporation

P.O. Box 490 • 2757 Rosenthal Pkwy.

Lorena, Texas 76655

**LEVI WATER SUPPLY CORPORATION**  
**P.O. BOX 490 • 2757 ROSENTHAL PKWY**  
**LORENA, TEXAS 76655-0490**  
**(25) 857-3050 • FAX: (254) 857-3226**  
**accounts@leviwater.com**

**APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION**

**TO:**

**ACCOUNT NUMBER:**

**DATE:**

**DATE OF SCHEDULED DISCONNECTION:** \_\_\_\_\_

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) FORMS is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

***The required additional information is circled***

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. ALTERNATE BILLING AGREEMENT
- E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- F. FINAL PLAT
- G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- H. OTHER INFORMATION \_\_\_\_\_

\_\_\_\_\_  
*Authorized Manager or Officer of Levi Water Supply Corporation*

## DEDICATION, BILL OF SALE AND ASSIGNMENT (Individual Service Form)

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL BY THESE PRESENTS §

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This Dedication, Bill of Sale and Assignment is entered into and effective as of \_\_\_\_\_, 201\_, by and between LeviWater Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and \_\_\_\_\_ ("Member").

### RECITALS:

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated \_\_\_\_\_ (the "Agreement"). Pursuant to Section \_\_\_\_ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at \_\_\_\_\_, in \_\_\_\_\_ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

### DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the Levi Water Supply Corporation, through its authorized representative, having agreed to accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.  
EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member: \_\_\_\_\_

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

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§  
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THE COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_, by  
\_\_\_\_\_[MEMBER]

\_\_\_\_\_  
Notary Public - State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

FOR LEVI WSC:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS

THE COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_, by

\_\_\_\_\_  
Notary Public - State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

Levi Water Supply Corporation

P.O. Box 490 ♦ 2757 Rosenthal Pkwy  
Lorena, Texas 76655

# CUSTOMER SERVICE INSPECTION CERTIFICATION

Name of PWS: Levi Water Supply Corp.

PWS I.D.# 1550035

Location of Service \_\_\_\_\_

Reason for Inspection: New construction .....  
 Existing service where contaminant hazards are suspected.....  
 Major renovation or expansion of distribution facilities .....

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply, do hereby certify that, to the best of my knowledge:

	Compliance	Non-Compliance
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the water distribution facilities:

Service lines	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector \_\_\_\_\_

Registration Number \_\_\_\_\_

Title \_\_\_\_\_

Type of Registration \_\_\_\_\_

Date \_\_\_\_\_

**SECTION K**  
**MISCELLANEOUS**

**LEVI WATER SUPPLY CORPORATION**  
**P.O. BOX 490 • 2757 ROSENTHAL PKWY**  
**LORENA, TEXAS 76655-0490**  
**(25) 857-3050 • FAX: (254) 857-3226**  
**accounts@leviwater.com**

*November 20, 2014*

Tariff Clerk  
Office of Water Supply Division, MC 153  
TCEQ  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: Tariff for LEVI WSC, CCN No. 10018, in McLennan County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 30 TAC Section 291.21(j), enclosed is a tariff for Levi Water Supply Corporation provided for informational purposes. *The tariff was revised and changed in October, 2014; therefore, please discard the previously filed tariff and replace it with the attached.*

Should you or your staff have any questions, please contact me at (254) 857-3050

Sincerely,

*Levi WSC – Chris Miller, President*

**TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA  
SPECIFICATIONS AND DESIGN CRITERIA**

<b>METER SIZE</b>	<b>RESIDENTIAL METER EQUIVALENTS</b>
5/8" X 3/4"	1.00
3/4"	1.50
1"	2.50
1 1/2"	5.00
2"	8.00
3" DISP.	9.00
3" CMPD	16.00
3" TURB.	17.50
4" CMPD	25.00
4" TURB.	30.00
6" CMPD	50.00
6" TURB.	62.50
8" CMPD	80.00
10" CMPD	115.00



**LEVI WATER SUPPLY CORPORATION****P.O. BOX 490 • 2757 ROSENTHAL PKWY****LORENA, TEXAS 76655-0490****(25) 857-3050 • FAX: (254) 857-3226****leviwater@centrallink.com****NOTICE OF RATE INCREASE**

The Levi Water Supply Corporation ("Corporation") Board of Directors held a public meeting on \_\_\_\_\_ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on \_\_\_\_\_ (date) and the new monthly rates will begin starting with the \_\_\_\_\_ (month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	\$ _____.00	\$ _____.00
3/4"	1.5	\$ _____.00	\$ _____.00
1"	2.5	\$ _____.00	\$ _____.00
1 1/2"	5.0	\$ _____.00	\$ _____.00
2"	8.0	\$ _____.00	\$ _____.00
3" DISP.	9.0	\$ _____.00	\$ _____.00
3" CMPD.	16.0	\$ _____.00	\$ _____.00
3" TURB.	17.5	\$ _____.00	\$ _____.00
4" CMPD.	25.0	\$ _____.00	\$ _____.00
4" TURB.	30.0	\$ _____.00	\$ _____.00
6" CMPD.	50.0	\$ _____.00	\$ _____.00
6" TURB.	62.5	\$ _____.00	\$ _____.00
8" CMPD.	80.0	\$ _____.00	\$ _____.00

**Water Gallonage charge**

	NEW MONTHLY	CURRENT MONTHLY
\$ _____.00 per _____.000 gallons for 0 to _____.000 gallons	\$ _____.00	\$ _____.00
\$ _____.00 per _____.000 gallons for _____.000 gallons to _____.000 gallons	\$ _____.00	\$ _____.00
\$ _____.00 per _____.000 gallons for _____.000 gallons and over	\$ _____.00	\$ _____.00

For more information about the rate increase, please contact the Corporation at the above telephone number or address.

**That LEVI WATER SUPPLY CORPORATION**  
P.O. BOX 490 • 2757 ROSENTHAL PKWY.  
LORENA, TEXAS 76655-0490  
PHONE: 254.857.3050 • FAX: 254.857.3226  
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January 24, 2017

Because of changes in the regulatory standards and compliance regulations for water companies and also because of aging infrastructure, the Board of Directors of Levi Water Supply Corporation has implemented a planned study to analyze and evaluate the Levi Water Supply overall operations including water plants and the in-ground pipelines.

The cost to maintain the system has been continually increasing over the past several years due to the age of the system. There was also concern that some areas of the system might experience a significant reduction in pressure and volume in extreme drought conditions and in times when there is high usage that exceeds the average consumption of water.

The study analysis of the system will include recommendations for improvements that will upgrade the existing water system, exceed the most recent minimum regulatory and compliance standards, and plan for the future generations of Levi customers.

In 2014 the original water plant on Water Well Road that was constructed in 1964 was replaced. Also until 2014, each water plant had operated independently of the other plants and to be able to provide service to a water plant that may be out of service, a pipeline was installed that could provide support to any of the three plants if a plant might be out service for repairs, maintenance or emergency conditions. The total cost of these improvements exceeded \$800,000.00.

Because of a good banking relationship combined with Levi funds, we were able to make these improvements without any change in the rate structure.

The next phase of the evaluation process is to prioritize the areas that have high maintenance cost, and the areas that would not meet regulatory standards in extreme drought conditions or above average usage conditions.

The Board was able to secure funds for the anticipated projects that offered attractive terms, conditions and interest rate. The funds have been received and have been escrowed specifically for the improvements. The board does expect a finalized plan for the projects in the very near future.

The Board of Directors recognized the rate structure would need to be revised to support the new debt and the approved revised rate structure is attached.

The decision on the revised rate structure was not a fast or impulsive decision. In planning for the improvements and recognizing that the rate structure would need revision, the Levi staff and a rate study committee looked at many rate structure options. The Board of Directors did feel that the best option would be to consult with an objective, independent third party in the decision making process to establish a rate structure and that a cost of service study should be an integral part of the overall process in determining an equitable rate structure.. The board contracted with an organization to perform a Cost of Service and Rate Design Study. The contracted organization, NewGen Strategies & Solutions, is completely independent of any bank, financial services organization, accounting or legal firm that Levi contracts with for these various services.

NewGen performed an in depth study of the financial results for the most recent year (2016) and past two years and the proposed budget for 2017. All expense and income categories were examined in the study. The study also included a study of the daily water usage data for three years, water usage data for all usage tiers, improvements in progress, projected future improvement needs, and projected population changes that assume population increases within the water system. The final results from the study outlined the operating cost of service to provide and distribute water to the Levi customers and projected the necessary rate structure that will make it possible to provide a continuing water service.

- The presentation from NewGen included a projection of income and expense needs for the next five years. The presentation also included a proposed rate structure for the next five years that indicated increases in the rate structure every year for the next five years. The Board of Directors voted to accept and implement the proposed rate structure for 2017 and to further evaluate the rate structure demand on an annual basis.

The new rate structure will be effective with the April billing (at the end of the month of April). The billing in April will be for usage from March 20, 2017 thru April 20, 2017. The billing for January, 2017; February, 2017; and March, 2017 will be at the current rate structure.

***The Mission of Levi Water Supply is to provide safe, high quality water service to the community we serve.***

The scheduled monthly meeting for the Board of Directors is the third Monday of each month at 6:00 p.m. at the Levi Water office at 2757 Rosenthal Pkwy., Lorena, Texas. The meeting schedule and the meeting agenda are posted on [www.leviwater.com](http://www.leviwater.com). The annual meeting is scheduled for April 25, 2017. You are also welcome to call or email to request the meeting time and date of any of the board meetings.

Please feel free to contact me if you have any questions.

Jim Sheffield, General Manager  
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[www.leviwater.com](http://www.leviwater.com)

LEVI WATER SUPPLY CORPORATION  
CURRENT RATE STRUCTURE VS. PROPOSED RATE STRUCTURE

CURRENT RATE STRUCTURE		PROPOSED RATE STRUCTURE	
MINIMUM CHARGE (INCLUDES 2,000 GALLONS)		MINIMUM CHARGE (INCLUDES 2,000 GALLONS)	
47.50		52.00	
RATE USAGE TIERS		RATE USAGE TIERS	
USAGE IN GALLONS	RATE PER 1,000 GALLONS	USAGE IN GALLONS	RATE PER 1,000 GALLONS
2,001 – 10,000 GALLONS	4.00	2,001 – 10,000 GALLONS	4.25
10,001 – 50,000 GALLONS	4.50	10,001 – 30,000 GALLONS	4.75
		30,001 – 50,000 GALLONS	6.50
50,001 GALLONS & GREATER	6.00	50,001 – 100,000 GALLONS	8.50
		100,001 GALLONS & GREATER	9.50
SAMPLE BILLING			
USAGE IN GALLONS	CHARGES	USAGE IN GALLONS	CHARGES
0 – 2,000	47.50	0 – 2,000	52.00
3,000 GALLONS	51.50	3,000 GALLONS	56.25
5,000 GALLONS	59.50	5,000 GALLONS	64.75
10,000 GALLONS	79.50	10,000 GALLONS	86.00
15,000 GALLONS	102.00	15,000 GALLONS	109.75
25,000 GALLONS	147.00	25,000 GALLONS	157.25
50,000 GALLONS	259.50	50,000 GALLONS	311.00
100,000 GALLONS	559.50	100,000 GALLONS	736.00
150,000 GALLONS	859.50	150,000 GALLONS	1,211.00

**Exhibit 6.C.**

**Funds Required to Accumulate and Restrict**

Levi Water Supply Corporation (“Levi”) has the following loans:

**CoBank Loan 1: Completed Improvements**

Original Principal Amount: \$1,650,000.00

Maturity: January 20, 2036

Dated: December 2015

Balance: \$1,516,233.24

**CoBank Loan 2: Improvements**

Original Principal Amount: \$950,000.00

Maturity: December 20, 2036

Dated: December 2016

Balance: \$914,926.58

**Reserves:**

For CoBank Loan 1, \$121,000.00 is required to be restricted and reserved. For CoBank loan 2, \$73,000.00 is required to be restricted and reserved.

## Notice for Publication

### NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER/SEWER UTILITY SERVICE IN

McLennan and Falls COUNTY(IES), TEXAS

Name of Applicant Levi Water Supply Corporation has filed an application for a CCN to obtain or amend CCN No. (s) 10018 and to decertify a portion(s) of N/A with the  
(Name of Decertified Utility)

Public Utility commission of Texas to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)

utility service in McLennan and Falls County  
(ies).

The proposed utility service area is located approximately 10 miles south  
[direction] of downtown Waco, [City or Town] Texas, and is generally bounded on the north by W. Moonlight Drive; on the east by S. Robinson Drive; on the south by CR 430; and on the west by Interstate 35

The total area being requested includes approximately 843 acres and 167 current customers.

A copy of the proposed service area map is available at (Utility Address and Phone Number): Levi WSC, 2757 Rosenthal Parkway, Lorena, Texas 76655; 254-857-3050

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

**Persons who wish to intervene or comment should file with the PUC at the following address:**

Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the commission will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

**Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:**

Filing Clerk  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

***Si desea informacion en Espanol, puede llamar al 1-888-782-8477***

## Notice to Neighboring Systems, Landowners and Cities

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO  
PROVIDE WATER/SEWER UTILITY SERVICE IN

McLennan and Falls COUNTY(IES), TEXAS

To: \_\_\_\_\_ Date Notice Mailed \_\_\_\_\_ 20 \_\_\_\_  
(Neighboring System, Landowner or City)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City State Zip

Name of Applicant Levi Water Supply Corporation has filed an application for a  
CCN to obtain or amend CCN No. (s) 10018 and to  
decertify a portion(s) of N/A with the  
(Name of Decertified Utility)

Public Utility Commission of Texas to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in McLennan and Falls County(ies).

The proposed utility service area is located approximately 10 miles south  
[direction] of downtown Waco, [City or Town] Texas, and is  
generally bounded on the north by W. Moonlight Drive; on the east by  
S. Robinson Drive; on the south by CR 430; and on the west by Interstate 35

**See enclosed map of the proposed service area.**

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