



## Filing Receipt

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**PUC DOCKET NO. 52912**

**COMPLAINT OF LILI AND THOMAS  
MCDEVITT AGAINST LEVI WATER  
SUPPLY CORPORATION**

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**PUBLIC UTILITY COMMISSION  
  
OF TEXAS**

**RESPONSE OF LEVI WATER SUPPLY CORPORATION**

**COMES NOW** Levi Water Supply Corporation (Levi) and respectfully files this Response to the complaint of Lili and Thomas McDevitt. Levi would show the following:

**I. BACKGROUND**

On December 2, 2021, Lili and Thomas McDevitt (Complainants) filed a formal complaint (Complaint) against Levi regarding denial of water service pursuant to 16 Texas Administrative Code (TAC) § 22.242.<sup>1</sup> On December 3, 2021, the administrative law judge (ALJ) filed Order No. 1, requiring a response from Levi by December 23, 2021, and requiring Public Utility Commission (PUC or Commission) of Texas Staff (Staff) to file a statement of position by December 31, 2021. On December 22, 2021, both Levi and Staff filed Requests for Extension. On December 30, 2021, the ALJ issued Order No. 2 granting both requests for extension and requiring Levi to address the following on or before January 7, 2022: (1) the Commission's jurisdiction over this proceeding; (2) allegations raised in the complaint; (3) applicable statutes, rules, orders, and tariff provisions; (4) copies of any rates or tariffs that are the subject of this complaint; and (5) any other matters relevant to the complaint. Therefore, this pleading is timely filed.

**II. JURISDICTION**

1. Levi "is a member-owned, non-profit corporation incorporated pursuant to Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member-owned, member-controlled, non-profit corporations for the purpose of furnishing

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<sup>1</sup> Complaint of Lili and Thomas McDevitt Against Levi Water Supply Corporation at 1 (Dec. 2, 2021) (Complaint).



potable water utility service” in the certificated service area of the corporation in McLennan County and Falls County, Texas.<sup>2</sup>

2. Levi provides retail water utility service to approximately 865 connections pursuant to a facilities-plus-200-feet water Certificate of Convenience and Necessity (CCN) No. 10018, including an existing meter on the Complainant's property. Complainant applied for a second meter in April 2021, which is the subject of this Complaint.

3. Pursuant to Texas Water Code (TWC) § 13.041 and 13.241, et seq, the Commission has jurisdiction over matters relating to water CCNs and the provision of continuous and adequate service, and the Commission has adopted rules implementing such authority in 16 TAC, Chapters 22 and 24.

4. 16 TAC § 22.242(e) permits a complainant to file a formal complaint with the Commission if an attempt at informal resolution fails, and Complainant has filed this Complaint accordingly.

5. Therefore, the Commission has jurisdiction over this proceeding.

### **III. LEVI'S RESPONSE TO THE ALLEGATIONS OF COMPLAINANT**

#### **A. Complainant's Application For a Second Meter**

1. Levi's Tariff was approved by its Board of Directors on January 26, 2021 (Tariff). The Tariff provides that “No more than one (1) residential, commercial, or industrial service connection is allowed per meter.”<sup>3</sup> Additionally, more than one connection exists where there is a “connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility.”<sup>4</sup> An exemption exists for water lines to outbuildings, barns, or other accessory structures if, among other reasons, the “structures are not used as a residence . . . .”<sup>5</sup>

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<sup>2</sup> Tariff Manual for Levi Water Supply Corporation at Section B.1, attached hereto as Exhibit 1 (Tariff).

<sup>3</sup> *Id.* at Section E.24.a.

<sup>4</sup> *Id.* at Section E.24.b.(1).

<sup>5</sup> *Id.*

2. Complainants have an existing meter with Levi and were preparing to connect a second residence, a “barndominium,” to an existing water line owned by Levi without making an application for service.

3. Levi's management noticed the additional structure one day while driving and checking over the Levi system and it appeared the Complainants were either nearing completion of construction of the barndominium or already providing service to the barndominium from the existing meter in violation of Levi's Tariff.<sup>6</sup>

4. Levi reminded Complainants of the Tariff procedures to apply for water service for a second connection to a residence both in person to the builder at the project site, and also via formal letter to Mr. McDevitt dated April 14, 2021.<sup>7</sup> All persons interested in water service from Levi must follow the Tariff procedures for application for service, regardless of any engineering constraints, service issues, or other considerations that may be present at a particular meter.

5. Levi's management made no guarantees or assurances of service, as indicated by the absence of any platitudes in the builder's email regarding the service application (“Unfortunately, we will need the McDevitt's [sic] to apply for a separate meter . . .”), and by the letter sent from Levi to Complainants dated April 14, 2021.<sup>8</sup> Levi's letter specifically states, “All applications for new service are submitted to the company engineer to determine *if* an additional meter can be added to the system at that location . . . . The data from the engineering analysis will be presented to the Board of Directors for their review and consideration.”<sup>9</sup> Levi merely reminded Complainants of the Levi Tariff procedures for application of service for a second connection at what appeared to be a new residence.<sup>10</sup>

6. 16 TAC § 24.161 requires retail water providers to “serve each qualified service applicant within its certificated area as soon as is practical after receiving a completed application.”<sup>11</sup> In situations where construction is required to fulfill the water service application and where construction cannot be completed within thirty (30) days of the application for service,

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<sup>6</sup> Complaint at 6.

<sup>7</sup> *Id.* at 6-7.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 6 (emphasis added).

<sup>10</sup> Tariff at Section G.26.

<sup>11</sup> 16 TAC § 24.161(a).

the Commission rules require a water provider to provide a written explanation of the construction required and an expected date of service.<sup>12</sup> Although the failure to provide service within 180 days of the date a completed application was received by the water provider *may* constitute a refusal to serve, good cause may be shown as to why the service was not yet provided.<sup>13</sup>

7. Complainants submitted their Service Application to Levi on April 22, 2021 and tendered the Tariff-required Service Investigation Fee.<sup>14</sup>

8. Promptly thereafter, Levi sent a written response to Complainants by letter dated April 27, 2021 informing Complainants of the engineering and capacity constraints prohibiting immediate service, and informing them of the construction to the water system needed prior to serving Complainants.<sup>15</sup> Levi informed the Complainants of the board's special meeting and work session held on April 23, 2021.<sup>16</sup> Specifically, the letter details that board voted to continue a search for an alternate water source and funding for said source, but cautions the Complainants that this process may take time. Finally, the Complainants were informed that their position in the application "queue" would continue and was secured by the Service Investigation Fee, but that they could withdraw their application for a second meter if they preferred. Levi's letter made clear that applications were considered in the order they were received and would remain "in line" unless the application was withdrawn by the applicant.

9. Levi's attorney has been in frequent communication with Complainant's attorney and has invited Complainant, along with many other applicants, to attend monthly board meetings to hear and see the forward progress of adding an additional water source. Levi's water service to its members continues, uninterrupted, and Levi is diligently seeking to "serve each qualified service applicant within its certificated area as soon as is practical after receiving a completed application."<sup>17</sup>

#### **B. Good Cause: Levi's Diligent Planning and Unprecedented Growth**

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<sup>12</sup> *Id.* at § 24.161(a)(5).

<sup>13</sup> *Id.* at § 24.161(b) (emphasis added).

<sup>14</sup> Complaint at 8.

<sup>15</sup> *Id.* at 10.

<sup>16</sup> *Id.* at 11.

<sup>17</sup> 16 TAC § 24.161(a).

10. Good cause exists for the sudden lack of capacity to serve new applicants. On average, Levi experiences approximately 10-15 meter requests per year. However, in 2020 and the first month of 2021 Levi received applications for approximately 150 meters. Although it was not known if the growth would continue at the same pace, the Levi Board had already accelerated its plans to pursue alternate water sources. However, several factors have slowed the process to acquire additional water supply including: (i) winter storm Yuri in February 2021 and the associated repairs and improvements to existing infrastructure that became necessary due to the freeze, (ii) compliance with the Commission's requirements for improvements and generator acquisitions relating to Senate Bill 3 post-Yuri, (iii) the local groundwater district barring all new permit applications due to the aquifer being at capacity, as detailed below, and (iv) contractual and cost barriers to short-term or long-term purchases of groundwater or surface water to supplement Levi's water system.

11. Levi provides retail water supply in its CCN using its three groundwater wells in McLennan County, Texas. The Southern Trinity Groundwater Conservation District (GCD) regulates the pumping capacity of all of Levi's wells, and a permit issued by the GCD is required to drill or operate a well within the boundaries of the GCD.<sup>18</sup> Levi holds a Historic Use Production Permit (HUPP)<sup>19</sup> and a Non-Historic Use Production Permit (Non-HUPP)<sup>20</sup> from the GCD.

12. In the fall of 2020 and again in the spring of 2021, Levi's management reached out to the GCD about permit increases or applications for new permits. The GCD stated the aquifer is at capacity and the GCD is not issuing any additional permits or permit capacity in McLennan County at this time. Additionally, the GCD has enforcement authority that permits it to curtail or cancel a permit or fine the permit-holder for pumping in excess of the permitted water volume, should the permit-holder fail to follow GCD pumping restrictions or other GCD rules.<sup>21</sup>

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<sup>18</sup> Southern Trinity Groundwater Conservation District Rules, amended and effective August 29, 2019 (GCD Rules), <https://southerntrinitygcd.org/wp-content/uploads/2019/09/STGCD-Rules-Effective-August-29-2019.pdf>.

<sup>19</sup> Historic Use Production Permit of Levi Water Supply Corporation, attached hereto as Exhibit B (HUPP).

<sup>20</sup> Non-Historic Use Production Permit of Levi Water Supply Corporation, attached hereto as Exhibit C (Non-HUPP).

<sup>21</sup> GCD Rules at §§ 5.219, 5.235, 5.237, 5.419, and 11.5. Section 11.5(c) provides that civil penalties may be not less than \$100 per day per violation and not more than \$10,000 per day per violation.

13. Levi's Board has also approached neighboring cities, water supply corporations, and other retail water providers about purchasing surface or groundwater on a contract basis over the past two years. Most cities or water providers did not have excess capacity to sell. A few cities offered contract surface water on a limited and temporary basis until Levi could acquire a new well-site and drill another groundwater well. However, the cost of building a surface water treatment system, infrastructure to pipe the water from the municipality's treatment site to Levi's system, and the cost of blending the surface water with Levi's existing groundwater system was exorbitant for a short-term solution. Additionally, the cities' contracts required the inclusion of "take-back" provisions whereby the city could take back the water capacity at any time and with little notice to Levi if the city had pressing need (in the city's sole discretion) of the water. Levi is a non-profit, member-owned water supply and any improvements to the system are paid by a rate increase to its members. Because of the exorbitant cost for a short-term solution, the contractual inability to guarantee a steady water supply to Levi members using this method, and the construction time frame to build out the infrastructure improvements, Levi's Board determined a contractual purchase of additional water was not a viable solution.

14. As a result, Levi began to pursue the option of acquiring real estate to drill an additional groundwater well in Falls County, Texas, an area within Levi's CCN but not under the regulation of the GCD. The Levi Board scheduled a special meeting to discuss future planning.<sup>22</sup> The Board specifically requested its engineer prepare and present water modeling to the Board at the special meeting so the Board could evaluate overall system capacity and the timeline for an alternate water source. The engineer was to incorporate into the model the meters sold by Levi (noting how many were in use and how many were sold or reserved but not yet in use, and those that might be abandoned), along with Levi's groundwater pumping restrictions and available capacity.

15. Levi's Board held a work session special board meeting on April 23, 2021 to discuss the unprecedented growth of the water system, the pumping capacity of Levi's

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<sup>22</sup> See Board Meeting Agenda for Special Meeting dated April 23, 2021. Complaint at 10.

groundwater permits issued by the Southern Trinity Groundwater Conservation District, and alternate or additional sources of water that may be available to Levi.<sup>23</sup>

16. Based on the water capacity modeling presented by the engineer, the Board determined there were three (3) new meters available to be issued to pending applicants.<sup>24</sup> The Board determined that any additional meters issued could cause Levi to exceed its permitted pumping allowances with the GCD which could cause permit violations, civil penalties leveled against Levi, or possible enforcement actions against Levi. The Board determined no additional meters were available for issue until the alternate water source became available to change the modeling capacity.

17. Levi immediately began searching for real estate that was prime for a groundwater well-site. Each month, the board has discussed and pursued a well site.<sup>25</sup> Levi has located a possible well-site and is preparing to make an offer for consideration of the seller this month. The seller is aware Levi is interested in the property and is awaiting a contract offer. Additionally, Levi's engineer is currently preparing well capacity projections, aquifer depth study, and possible yield modeling for this well site. Levi has also been in discussions with its USDA representative and CoBank representatives regarding securing possible funding for this additional groundwater well. Levi is diligently pursuing a water source as quickly as practical while trying to maximize the cost-benefit to its members and possible new members in future years.

#### IV. CONCLUSION

Levi is dutifully providing adequate and continuous water service within its CCN and has good cause for the delay in service to the Complainants. Therefore, Levi respectfully requests that the Complaint be dismissed and the relief requested by Complainants be denied, and for such other and further relief to which Levi may be entitled.

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<sup>23</sup> *Id.*

<sup>24</sup> *Id.* at 10-11 (note: the three meters were offered to the applicants based on the order the applications were received by Levi).

<sup>25</sup> Levi Board Meeting Agendas from September, 2021, November, 2021, and December, 2021, attached hereto as Exhibit D.

Dated: January 7, 2022

Respectfully submitted,

**CARPENTER & CROFT, PLLC**

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By: 

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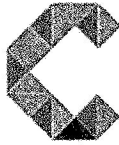
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**ATTORNEYS FOR LEVI WATER  
SUPPLY CORPORATION**

**CERTIFICATE OF SERVICE**

I certify that a copy of this document will be served on all parties of record on this the 7th day of January, 2022, in accordance with 16 TAC § 22.74, and the Order Suspending Rules, issued in Project No. 50664.

  
Mary Margaret Croft



CARPENTER & CROFT, PLLC

ATTORNEYS AND COUNSELLORS AT LAW

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May 10, 2021

Public Utility Commission of Texas  
Central Records  
1701 N Congress PO Box 13326  
Austin, Texas 78711-3326  
*Via PUC E-Filer*

Re: Tariff of Levi WSC, CCN No. 10018, in McLennan County and Falls County, Texas

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 Texas Administrative Code section 24.25(j), enclosed is one copy of the revisions to the existing tariff for Levi Water Supply Corporation provided for informational purposes. The Tariff was revised and made effective by vote of the Board of Directors on January 26, 2021.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions.

Your truly,

Mary Margaret Croft  
Attorney for Levi Water Supply Corporation

Encls. as Noted



# Tariff Manual for Levi Water Supply Corporation

## 2021

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***[Reserved for Expansion]***

## SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF LEVI WATER SUPPLY CORPORATION ESTABLISHES THAT:


1. This Tariff of the Levi Water Supply Corporation, serving in (McLennan & Falls Counties) consisting of Sections A. through J. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of January 26 2021.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 26 day of Jan, 2021



President, Mike Meadows  
Levi Water Supply Corporation

ATTEST:



Secretary, Larry Groth  
Levi Water Supply Corporation

Approved \_\_\_\_\_

## **SECTION B. STATEMENTS**

1. **Organization.** The Levi Water Supply Corporation (“Corporation”) is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled non-profit corporations for the purpose of furnishing potable water utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation’s office and on the Levi Water Supply website.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Lorena, McLennan County, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee’s duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address

of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

8. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
  - a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
  - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
  - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
10. ***Customer Service Inspections.*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 4.)
11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.



12. ***Prohibition Against Resell of Water.*** The water meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

## **SECTION C. DEFINITIONS**

**Active Service** – The status of any Member receiving authorized service under the provisions of this Tariff.

**Active Connection** – Water or sewer connections currently being used to provide retail water or sewer service, or wholesale service.

**Applicant** – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Levi Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code)

**Base Rate** – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in Section G.

**Board of Directors** – The governing body elected by the Members of the Levi Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

**Bylaws** – The rules pertaining to the governing of the Levi Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Texas Business Organizations Code)

**Certificate of Convenience and Necessity (CCN)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Levi Water Supply Corporation to provide water service within a defined territory. Levi Water Supply Corporation has been issued Certificate Number 10018. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

**Corporation** – The Levi Water Supply Corporation. (Section B. 1 of this Tariff)

**Developer** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water or sewer service connections on a single contiguous tract of land as defined in Section 13.2502 (e)(1) of the Texas Water Code.

**Disconnection of Service** – The discontinuance of water or sewer service by the Corporation to a Member/Customer.

**Easement** – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, Form-RUS-TX 442-8 (Rev. 6-06) or Form RUS-TX 442-9 (Rev. 6-06)) The easement will be filed in the real property records of the appropriate county or counties.

**Equity Buy-In Fee** – Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing (or reserving service for non-standard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 7.)

**Final Plat** – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Levi Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

**Hazardous Condition** – A condition that jeopardizes the health and welfare of the Members/Consumers of the Corporation as determined by the Corporation or regulatory authority.

**Inactive Connection** – Water or wastewater connections tapped to the applicant's utility and that are not currently receiving service from the utility.

**Indication of Interest Fee** – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 05/17))

**Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested. (See Section G. for breakdown of costs included in the fee.)

**Liquidated Membership** – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff. (See Section E.19 e.)

**Member** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water utility service from the corporation. The member shall be qualified for service and be certified as a member in accordance with the Corporation's Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d))

**Membership** – A non-interest bearing stock or right of participation purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 19 and Texas Business Organizations Code Section 22.151(c))

**Membership Fee** – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee is not refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate.

**Meter Test Fee** - A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.

**Proof of Ownership** – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

**Public Utility Commission (PUC)** – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water Service Corporations.

**Rural Utilities Service (RUS)** – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

**Renter** – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section E. 18.)

**Re-Service** – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E. 1. b., and Section J Miscellaneous Request for Service Discontinuance & Membership Cancellation)

**Service Application and Agreement** – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17) or Non-Standard Service Contract)

**Service Investigation Fee** – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section F. 3. (c), F. 4., and G. 26.)

**Service Trip Fee** - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.

**Service Unit** – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section G. 7. and G. 14.).

**Subdivide** – To divide the surface area of land into lots or tracts intended primarily for residential use. (Texas Local Government Code Section 232.021(11))

**Subdivider or Person who Subdivides Land** – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See also, Texas Local Government Code Section 212.012(i)(2) & 232.021(12) Definitions, and Section F., Part II.)

**Subdivision** – An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)

**TAC** – Texas Administrative Code

**Tap fee** – all current labor and materials necessary to provide individual metered water or wastewater service.

**Tariff** – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State office of the PUC.

**Temporary Service** – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E. 25, E. 26, E. 27, and E. 28 are met. Applicant must have paid an Indication of Interest Fee.

**Texas Commission on Environmental Quality (TCEQ)**– State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Non-Profit Water Service Corporations.

**Transfer Fee** - A fee assessed by the Corporation for costs associated with transferring membership. (See Tariff Section E. 19. c., Section G. 28 and Texas Water Code Section 67.016)

**Transferee** – An Applicant receiving a Levi WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 19 c., G. 28, and Texas Water Code Section 67.016)

**Transferor** – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)

**Usage** – Amount billed for water service based on actual or estimated usage.

1. Actual Usage – Amount billed or to be collected based on actual meter reading.
2. Estimated Usage – Amount billed or to be collected based on either the member's historical average usage for the prior month or for the same month of the prior year where date is available. (See Section E. 5.b; See also PUC Rules 16 TAC §24.165(i) regarding estimated bills.)

**Water Conservation Penalty** – A penalty that may be assessed under Section H of this Tariff to enforce customer / member water conservation practices during drought contingency or emergency water demand circumstances. (Texas Water Code Section 67.011 (b) and Section H.7.).

**SECTION D. GEOGRAPHIC AREA SERVED****Public Utility Commission  
of Texas**

**By These Presents Be It Known To All That**

**Levi Water Supply Corporation**

having obtained certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service, Levi Water Supply Corporation, is entitled to this

**Certificate of Convenience and Necessity No. 10018**

to provide continuous and adequate water utility service to that service area or those service areas in McLennan and Falls counties as by final Orders duly entered by this Commission, which Orders resulting from Docket No. 48299 are on file at the Commission offices in Austin, Texas; and are a matter of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of vi Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, the 20th day of March 2019.

CERTIFIED TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL ON FILE WITH THE  
PUBLIC UTILITY COMMISSION OF TEXAS  
CENTRAL RECORDS DIVISION

BY: 

DATE: 3/21/19





## **CERTIFICATE OF CONVENIENCE AND NECESSITY**

To Provide Water Service Under Texas Water Code  
and Public Utility Commission Substantive Rules

**Certificate No. 10018**

**I. Certificate Holder:**

Name: Levi Water Supply Corp.

Address: P.O. Box 490  
Lorena, Texas 76655

**II. General Description and Location of Service Area:**

The area covered by this certificate is located approximately .5 miles East of Lorena, Texas on Rosenthal Pkwy., and in the Western City Limits of Robinson Texas, west of Hwy 77 and along Levi Parkway into Falls County. The service area is generally bounded on the North by Moonlight Drive, portions of Cooksey Lane, and Hillside Drive approximately .5 miles North of Fincher Lane, on the South by CR 430, on the West by Birdie Lane and portions of Southwinds Drive and on the East approximately 1 mile West of Hwy 77 on Levi Parkway and 1.5 miles West of Hwy 77 on Rosenthal Pkwy.

**III. Certificate Maps:**

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map maintained in the offices of the Public Utility Commission, 701 N. Congress Avenue, PO Box 13326, Austin, TX 78711-3326 with all attendant privileges and obligations.

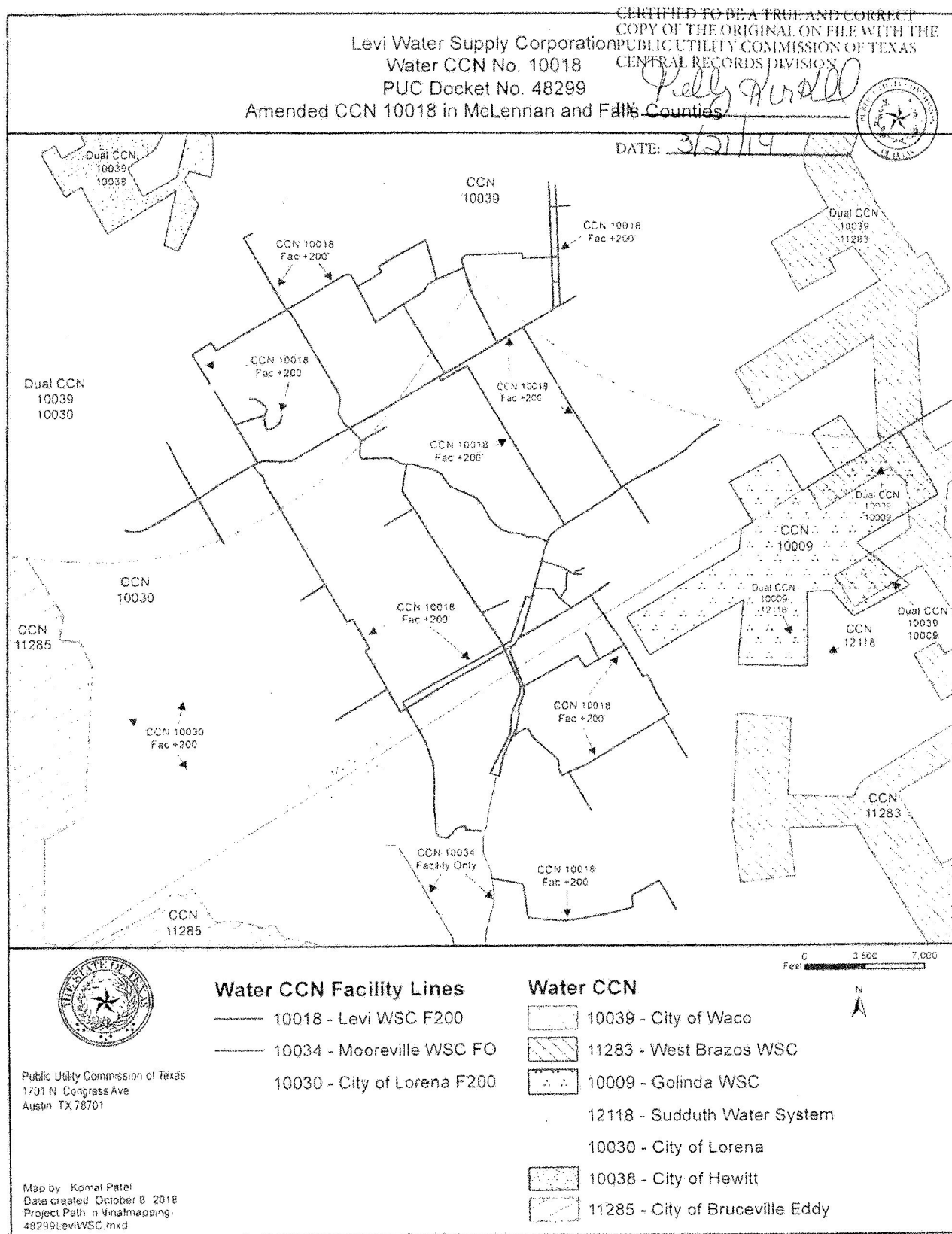
This certificate is issued under Application No. 30999-C and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated: November 1, 1979

See next page for a copy of the Certificate of Convenience and Necessity



### MAP OF CCN AREA



## **SECTION E. SERVICE RULES AND REGULATIONS**

1. **Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:
  - a. **New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 TAC 24.163(a)(1)(A))
  - b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges and other applicable costs necessary to restore service.
  - c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within five (5) working days after requirements for service have been met. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.161(a)(4), See Section F)
  - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j); Section I Service Application and Agreement)
2. **Activation of Non-Standard Service.** Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.
3. **Applicant's or Transferee's Recourse.** In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
4. **Backbilling.** If a member/customer is undercharged the Corporation may backbill the member/customer. Backbilling may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.165 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.
5. **Bill Adjustment.**
  - a. **Due to Meter Error.** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The

Member shall complete a Meter Test Request Form prior to the test. (See Section J. Misc. Transaction Forms.)

- b. **Due to Estimated Billing.** If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 20. a.)

6. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.

7. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (See Section E. 11. a.).

8. **Charge Distribution and Payment Application.**

- a. **The Base Rate** is for the billing period from the 20<sup>th</sup> day of the month to the 20<sup>th</sup> day of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 30<sup>th</sup> of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- b. **Gallonage Charge** shall be billed at the rate specified in Section G. and billing shall be calculated in one thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
- c. **Posting of Payments** – All payments shall be posted against previous balances and late fees prior to posting against current billings.
- d. **Forms of Payment:** The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, (and when available - automatic debit on customer's bank account, or draft on bank). The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. The Corporation may assess the credit card processing fee associated with Credit Card payments to those customers which make payment by credit card in accordance with consumer laws.

9. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. (See Miscellaneous Transaction Forms). Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment of any amount under an additional deferred payment agreement will

cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

**10. Denial of Service.** The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges.
- b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation.
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection.
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested.
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant.
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested.
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
- h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
- i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 19.)

**11. Rules for Disconnection of Service.** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
  - 1) **Returned Checks** – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. **NOTE:** "cash only," means certified check, money order, or cash.
  - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.10.i., or failure to comply with the terms of a deferred payment agreement (Miscellaneous Transaction Forms);
  - 3) Violation of the Corporation's rules pertaining to the use of service in a manner which

- interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
  - 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
  - 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
  - 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
  - 8) [Not used. Reserved for expansion]
  - 9) Cancellation of membership by Member on an account that the Member holds for water service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
  - 10) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
  - 11) Failure to pay charges arising from service trip fee as defined in Section G.27., meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
  - 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
  - 13) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E.24. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.



**b. Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:

- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
- 2) A line leak on the member's side of the meter is considered a potential hazardous condition under Section E. 13. b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
- 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
- 4) In instances of tampering with the Corporation's meter tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service.

**NOTE:** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

**c. Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:

- 1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
- 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
- 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
- 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
- 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters subsection E.14. of this Tariff.
- 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.

**d. Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the

purpose of making collections and reconnecting service.

- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g. **Disconnection of Master-Metered Accounts** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
  - 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
  - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
  - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with Temporary Service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff service may be terminated with notice.

**12. Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

**13. Due Dates, Delinquent Bills, and Service Disconnection Date.**

- a. The Corporation shall mail all bills on or about the 30th of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A one (1) day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal

Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer with a financial hardship, treatment of medical conditions, or confinement in a medical facility, shall receive extension of the past due date, at the discretion of the Board, without penalty. Levi reserves the right to require documentation of the reason for the request. The extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

**14. Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

**15. Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

**16. Intentionally Left Blank - Reserved for Expansion**

**17. Master Metered Account Regulations.** An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter



as a “master metered account” and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard sewer service to these facilities at an Applicant’s request. (16 TAC (24.281(e)(1)).

- 18. Owners(Members) and Renters.** Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the owner of the property (Member) as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter’s past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

**19. Membership.**

- a. **Eligibility** – Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation’s water utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation’s Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) **NOTE (1):** In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C, Definitions, E.26., G.4. and Section J. CSI Certificate)
- c. **Transfers of Membership.** – (Texas Water Code Section 67.016)

- 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
  - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
  - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
  - (c) The Membership is transferred without compensation or by sale to the Corporation; or
  - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
- 2) In the event that Membership is transferred pursuant to the provisions of Subsection 19 c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19. c. 3 of this Section.
- 3) Qualifications for service upon transfer of Membership set forth in Subsection 19 c. (1) of this and 19 c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
  - (a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
  - (b) The membership has not been fully or partially liquidated; and
  - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
- 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10<sup>th</sup> day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.
- d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Section E 1. of this Tariff. (Texas Water Code Section 67.016)
- e. **Liquidation Due To Delinquency** – When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E,

Subsection 11. a.). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Subsection E. 1. b. of this Tariff.

- f. **Cancellation Due To Policy Non-Compliance** – The Corporation may cancel a Membership anytime a Member fails to comply with the tariff and policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership.**
  - 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
  - 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.
- h. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Subsection E 19.d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service

according to the Disconnection with Notice Provisions of Section E 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

- j. **Cancellation and Re-Assignment of Membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse, joint tenant, or heir who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse, joint tenant, or heir requesting transfer, such as final divorce decree, temporary court order, probate decree or a related court order, affidavit of heirship or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

## **20. Member's Responsibility.**

- a. The Member shall provide access to the meter tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Member shall be responsible for compliance with all utility, local, state and federal codes, requirements, and regulations concerning on-site service and plumbing facilities.
  - 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)  
The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17))
- c) A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
- d) The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e) The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
- f) The member is required to notify the system 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

**21. Meter Relocation.** Relocation of services shall be allowed by the Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation; and
- c. The Member pays the actual cost of relocation plus administrative fees.

**22. Meter Tampering and Damage to Property.**

- a. For purposes of this Section, the term “Tampering” shall mean meter-tampering, by-passing, or diversion of the Corporation’s service equipment, or other instances of diversion, including:
  1. removing a locking or shut-off device used by the Corporation to discontinue service,
  2. physically disorienting the meter or sewer tap,
  3. attaching objects to the meter or sewer tap to divert service or to by-pass,
  4. inserting objects into the meter or sewer tap,
  5. other electrical and mechanical means of tampering with, by-passing, or diverting service,
  6. connection or reconnection of service without Corporation authorization;
  7. connection into the service line of adjacent customers of the Corporation; and
  8. preventing the supply of water from being correctly registered by a metering device due to adjusting or tampering the meter in any way so that flow is reduced below metering capability.

The burden of proof of Tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation’s staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03, 12.21 and 12.22.

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in E.11.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

**Note:** For purposes of this section, “offending party” means the person who committed the Tampering or damaged the property.

**23. Ownership of equipment.** All water meters and equipment and materials required to provide water service to the point of customer connection; water meter or service tap, is the property of the



Corporation upon installation, and shall be maintained by the water system only.

**24. Prohibition of Multiple Connections To A Single Tap.**

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter (See Section E. 17.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with E. 11. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))

b. For purposes of this section, the following definitions shall apply:

- 1) A "multiple connection" is the connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
- 2) A "primary delivery point" shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
- 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
- 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

**25. Intentionally Left Blank – Reserved for Expansion**

**26. Service Entitlement.** The Applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC

24.161(a))

**27. Service Location and Classification.** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:

- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" sized water meter services set on existing pipelines no more than five feet in depth.
- b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 2. of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

**28. Service Requirements.** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable in addition to the applicant any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))

- a. A Blanket Easement or Right-of-Way Agreement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 05/17), 30 TAC 290.47 Appendix B.) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A)).
- c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of individual or master meter installations, as provided in Section G. The cost of meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
- d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed

thirty (30) days. After that time the Applicant must re-apply for service. (16 TAC 24.81(a)(1))

- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easement(s) required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement or easements for the Corporation's system-wide service. (see Miscellaneous Transaction Forms)



## **SECTION F. DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS**

**Part I. General Requirements.** This section details the requirements for all types of non-standard service requests.

1. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs.

For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

2. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 50 feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

This Section sets forth the general terms and conditions pursuant to which the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

3. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Non-Standard Service Application (See Section I. this Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
  - b. A final plat (see Section C.) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

**NOTE:** It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.

- c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G of this Tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.
  - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
    - 1). The service location is not in an area receiving similar service from another retail Corporation;
    - 2). The service location is not within another retail Corporation's CCN; and
    - 3). The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).
- 4. Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:
- a. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
  - b. The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F. 3.
  - c. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
  - d. The Corporation's engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.
  - e. The Corporation's engineer will determine the fire flow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors.
- 5. Non-Standard Service Contract.** Applicants requesting or requiring Non-Standard Service **may** be required to execute a written contract, drawn up by the Corporation's Attorney (see example Section I. Sample Forms), in addition to submitting the Corporation's Non-Standard Service Application.

Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
- d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- e. Terms by which the Corporation shall administer the Applicant's project with respect to:
  1. Design of the Applicant's service facilities;
  2. Securing and qualifying bids;
  3. Execution of the Service Contract;
  4. Selection of a qualified bidder for construction;
  5. Dispensing advanced funds for construction of facilities required for the Applicant's service;
  6. Inspecting construction of facilities; and
  7. Testing facilities and closing the project.
- f. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the project.
- g. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
- h. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

**6. *Construction of Facilities by Applicant Prior to Execution of Service Contract.*** – The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

**7. *Dedication of Water System Extension to Corporation.***

- a. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the "Facilities"), the Facilities shall become the property of the Corporation. The Facilities shall thereafter be owned and

maintained by the Corporation subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the Corporation.

- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

**8. *Property and Right-of-Way Acquisition.*** – With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))
- b. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

**9. *Bids For Construction.*** – The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

- a. The Applicant shall sign the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;
- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses / certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

**10. *Pre-Payment For Construction and Service.*** – After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Non-Standard Service Contract.

**11. Construction.**

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves /casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

**PART II. Request for Service to Subdivided Property**

**This section contains additional requirements for applicants that are developers as defined in Section C Definitions.**

- 1. **Sufficient Information** - Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.
  - a. Completion of requirements described in Section F Part I, including completing the *Non-Standard Service Application*.
  - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
  - c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be extended and the costs for which the Applicant will be responsible, in accordance with the details described on the Applicant's request for service.
- 2. **Service within Subdivisions** – The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.
  - a.) The Applicant must provide the following in addition to all other information otherwise required by this Section:



- i. Map and legal description of the area to be served using map criteria in 16 TAC 24.233(a)(2)(A-G)).
- ii. Time frame for:
  - a. Initiation of service
  - b. Service to each additional or projected phase following the initial service
- iii. Detailed description of the nature and scope of the project/development for:
  - a. Initial needs
  - b. Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
- iv. Flow and pressure for anticipated level of fire protection requested, including line size and capacity
- v. Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
- vi. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- vii. Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.233(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete application by the Applicant should include:

- (a) the proposed improvements to be constructed by the Applicant;
- (b) a map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- (c) the intended land use of the development, including detailed information concerning the types of land uses proposed;
- (d) the projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out;
- (e) a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- (f) a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested

service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.

3. ***Final approval*** – Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed and the Corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

## **SECTION G. RATES AND SERVICE FEES**

Unless specifically defined in this Tariff, all fees, rates, and charges as stated shall be non-refundable.

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a “per meter” fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a “pass through” charge to the customer.
2. ***Assessments.*** – If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year’s operations. (See Corporation’s bylaws)
3. ***Customer History Report Fee.*** A fee of \$5.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member’s request for such a record.
4. ***Customer Service Inspection Fee.*** A fee will be assessed each Applicant before permanent continuous service is provided to new construction. The charge shall be for the actual cost of the licensed customer service inspector to inspect the facilities.
5. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See Section E 28., Section F 8. b.)
6. ***Equipment Damage Fee.*** If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation’s facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation’s equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
7. ***Equity Buy-In Fee.*** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or



acquisition of the Corporation's assets relating to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production.

The current fee is on file with the Corporation and available for inspection. The fee is approved annually in the system audit and does not include membership or meter installation fees. The fee can be adjusted annually or as needed by the Board of Directors.

8. **Franchise Fee Assessment.** A fee of TBD % of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of \_\_\_TBD\_\_\_, Texas, as required by the City's ordinance requiring a franchise fee. (Not required by Corporation at this time --will implement when required)
9. **Groundwater District Production Fee.** A fee of TBD when applicable \* per thousand gallons of water used by each customer; this fee is collected to pay a portion of the annual fee charged the Corporation by the Southern Trinity Groundwater Conservation District based on the amount of water pumped from the Corporation's wells located within the boundaries of the District. \* (Not required by Corporation at this time. Subject to change at the discretion of the board of directors.)
10. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq., estimated at \$15.00 per hour, with a minimum time assumed of thirty minutes.
11. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
  - a. **Standard Service** shall include all:
    - 1) Tap fee – all current labor and materials necessary to provide individual metered water service
    - 2) Engineering fee
    - 3) Legal fee
    - 4) Customer service inspection fee
    - 5) Administrative costs, and
    - 6) Any additional site-specific equipment or appurtenances necessary to provide individual metered water service

Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

- b. **Non-Standard Service** shall include any and all:
  - 1) Facility Improvement Costs: including, but not limited to, tanks, piping, main lines, hydrants and other labor materials necessary to provide services at the level required by the Water Code and as requested by the Applicant
  - 2) Line and Facility Inspection fee
  - 3) Administrative costs: including, but not limited to contract administration costs, processing invoices, and disbursement of checks to contractors
  - 4) Legal fee: including but not limited to contract development, easements, water rights, permits, and CCN amendments for the area
  - 5) Engineering fees, and
  - 6) Any additional site-specific equipment or appurtenances necessary to provide water service

as determined by the Corporation under the rules of Section F of this Tariff (including tap fee(s)).

- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 28. e. of this Tariff.

12. **Late Payment Fee.** Once per billing period, a penalty of \$15.00 shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period, but shall be applied to any unpaid balance during the current billing period.

**NOTE:** The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Sec. E.13)

13. **Intentionally Left Blank – Reserved for Expansion**

14. **Membership Fee.** At the time the application for service is approved, a Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

- The Membership Fee for water service is \$150.00 for each service unit.
- Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence. (See Chart in Subsection 16 below.)

15. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E.22. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

16. **Monthly Charges.**

a. **Base Rate**

- (1) **Water Service** - The monthly charge for standard metered water service is for a 5/8" by 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$ <u>52.00</u> .00
3/4"	1.5	\$ <u>78.00</u> .00
1"	2.5	\$ <u>130.00</u> .00
1 1/2"	5.0	\$ _____ .00
2"	8.0	\$ _____ .00
3" DISP.	9.0	\$ _____ .00
3" CMPD.	16.0	\$ _____ .00
3" TURB.	17.5	\$ _____ .00
4" CMPD.	25.0	\$ _____ .00
4" TURB.	30.0	\$ _____ .00
6" CMPD.	50.0	\$ _____ .00
6" TURB.	62.5	\$ _____ .00
8" CMPD.	80.0	\$ _____ .00

Any meter greater than 1" is not available without improvements. All active accounts are subject to the minimum charge of \$52.00, \$78.00 or \$130.00 even if there is not any usage of water.

- b. **Gallonge Charge** - In addition to the Base Rate, a gallonge charge shall be added at the following rates for usage during any one (1) billing period.

(1) **Water -**

- \$4.25 per 1,000 gallons for 2,001 to 10,000 gallons
- \$4.75 per 1,000 gallons for 10,001 gallons to 30,000 gallons
- \$6.50 per 1,000 gallons for 30,001 gallons to 50,000 gallons of water
- \$8.50 per 1,000 gallons for 50,001 gallons to 100,000 gallon of water
- \$9.50 per 1,000 gallons for 100,001 gallons & greater

- (2) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 16. Monthly Charges of this Tariff. (30 TAC 291.76(d))

17. **Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$ 10.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.)
18. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J). Under the terms of Section E of this Tariff, a charge for the actual cost of the testing company to test, plus a service trip fee shall be imposed on the affected account.
19. **Intentionally Left Blank – Reserved for Expansion**
20. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.
21. **Owner Notification Fee.** The Corporation may, at the expense of the Member, notify said Member of a renter/lessee delinquent account status prior to disconnection of service. The Owner Notification Fee shall be \$10.00 per notification. (See Miscellaneous Transaction Forms.)
22. **Reconnect Fee.** The Corporation shall charge a fee of \$50.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E. 1.b. Re-Service.
23. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; 30 TAC Section 291.76 (c))
24. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for

any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. (See Miscellaneous Transaction Forms)

**25. *Intentionally Left Blank – Reserved for Expansion***

**26. *Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:

- a. All Standard Service requests shall be submitted to the engineer for investigation and all applicable costs for providing service shall be quoted in writing to the Applicant at the next scheduled meeting of the Board of Directors for consideration. Applicants shall be notified of the board meeting date at least seven (7) days prior to the board meeting.
- b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
  - (1) provide cost estimates of the project,
  - (2) to present detailed plans and specifications as per final plat,
  - (3) to advertise and accept bids for the project,
  - (4) to present a Non-Standard Service Contract to the Applicant, and
  - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.5)

**27. *Service Trip Fee.*** The Corporation shall charge a trip fee of \$25.00 for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$50.00 per employee per hour for each additional hour required.

**28. *Transfer Fee.*** A fee of \$25.00 shall be assessed for the transfer of any membership.

## **SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN**

### ***1. Introduction***

The goal of this plan is to cause a reduction in water use in response to drought or emergency conditions so that the water availability can be preserved. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the water use restriction program.

The System Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The System Manager will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This System Manager will also review and evaluate any needed amendments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments.

The plan will be implemented according to the three stages of water use restrictions as imposed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

### ***2. Public Involvement***

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In adoption of this plan, the Board considered all comments from customers.

### ***3. Regional Water Planning Group***

Levi WSC is located within the Brazos G Regional Water Planning Group. A copy of this Plan has been provided to that Regional Water Planning Group.

### ***4. Trigger Conditions***

The System Manager, with the Approval of the Board of Directors, is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The System Manager will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

- a. Stage I - Mild Condition:** Stage I water allocation measures may be implemented when one or more of the following conditions exist:

- 1) Water consumption has reached 80 percent of daily maximum supply for three (3) consecutive days.
- 2) Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
- 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen 20 percent above the use for the same period during the previous year.

**b. Stage II - Moderate Conditions:** Stage II water allocation measures may be implemented when one of the following conditions exist:

- 1) Water consumption has reached 90 percent of the amount available for three consecutive days.
- 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days. Example: The highest recorded water level drops (18) feet at Plant 1, (11) feet at Plant 2, (16) feet at Plant 3, or more for three (3) consecutive days.

**c. Stage III - Severe Conditions:** Stage III water allocation measures may be implemented when one of the following five conditions exist:

- 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.
- 2) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
- 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
- 4) Natural or man-made contamination of the water supply source(s).
- 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
- 6) Reduction of wholesale water supply due to drought conditions.
- 7) Other unforeseen events which could cause imminent health or safety risks to the public.

## **5. *Stage Levels of Water Allocations***

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

**a. Stage I - Mild Conditions**

- 1) Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect)
- 2) The system will reduce flushing operations.
- 3) Reduction of customers' water use will be encouraged through notices on bills or other method.

**b. Stage II - Moderate Conditions**

- 1) All outside water use is prohibited (except for a livestock or other exemption or variance granted under this section).

- 2) Make public service announcements as conditions change via local media (TV, radio, newspapers, website or electronic posting, email or text to customer, etc.).

**c. Stage III - Severe Conditions**

- 1) All outside watering prohibited.
- 2) Water use will be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- 3) Corporation shall continue enforcement and educational efforts.

**NOTE:**

- There may be additional restrictions imposed by Governmental Entities or the Southern Trinity Groundwater Conservation District.
- Meters will be read as often as necessary to ensure compliance with this program for the benefit of all the customers.

**6. Initiation and Termination Procedures**

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the System Manager to the Board of Directors, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water use restrictions measure shall be mailed or delivered to each affected customer upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

- a. The date water restriction shall begin,
- b. The expected duration,
- c. The stage (level) of water allocations to be employed,
- d. Penalty for violations of the water allocation program, and
- e. Affected area or areas.

A sample Customer Notice of Water Restrictions conditions is included in Miscellaneous Transaction Forms of this tariff.

If the water allocation program extends 30 days then the System Manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.



## 7. *Penalties for Violations*

- a. **First Violation** – The Corporation will assess a penalty of \$ 50.\* The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty to be assessed and inform the customer that failure to pay the penalty will result in termination of service. Reconnection will require payment of the penalty and a charge for the service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- b. **Second Violation** - The Corporation will assess a penalty of \$ 150.\* The notice of second violation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- c. **Subsequent Violations** - The Corporation will assess an additional penalty of \$ 250\* for violations continuing after the Second Violation. The notice of subsequent violation will show the amount of the penalty to be assessed and will inform the violator that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that the Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24 hour period. 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. The notice of subsequent violation will also inform the customer that additional penalties will be assessed for additional violations; and in addition to penalties, that water service will be terminated for a period of three (3) days regardless of whether the customer pays the penalties for the additional violations.
- d. **Termination** – For each continuing violation, the Corporation will assess an additional penalty of \$ 250. Service will also be terminated for a period of three (3) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments or charges. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service.

**These provisions apply to all customers of the Corporation.**

**NOTE: \* PENALTY** – A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance with 16 TAC 24.101(j) and Texas Water Code 67.011(b) if:

- (1) the penalty is clearly stated in the tariff;
- (2) the penalty is reasonable and does not exceed six (6) times the minimum monthly bill stated in the water supply corporation's current tariff; and
- (3) the water supply corporation has deposited the penalty in a separate account dedicated to enhancing water supply for the benefit of all the water supply corporation's customers.

## 8. *Exemptions or Waivers*



The System Manager with Board Approval may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Corporation within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the System Manager and shall include the following:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provision(s) of the Plan from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- Other pertinent information, as requested by the Committee.

Variances granted by the System Manager shall be subject to the following conditions, unless specifically waived or modified by the System Manager or Board of Directors:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

## **9. *Implementation***

The Board establishes a Drought/Emergency Management Committee by Resolution, the System Manager will be the responsible representative to make Drought and Emergency Water Management actions. This System Manager will review the procedures in this plan annually or more frequently. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

The attached Plan was adopted by the Board at a properly noticed meeting held on

January 26, 2021

Corporation Official [Signature]

Title: Secretary, Len. Water Supply Corp

See attached plan

## **DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN**

### **Purpose of Plan:**

In order to conserve the available water supply and protect the integrity of our water supply facilities, with particular regard for domestic water use and to protect and preserve public health, welfare and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, Levi Water Supply hereby adopts the following plan on the delivery and consumption of water supplied by the Levi Water Supply Corporation. Water uses regulated or prohibited under this Drought Contingency Plan are deemed to be non-essential and the continuation of such uses are deemed to constitute a waste of water which subjects the offender to penalties and/or other enforcement as defined in Section H of the tariff: Drought Contingency and Emergency Water Demand Management Plan.

### **Public Education:**

Levi Water Supply will periodically provide their customers with information and updates about the Plan, including information about the conditions under which each stage of the Plan to be initiated or terminated and the drought response measures to be implemented at each stage. This information will be provided by means of public notice in the newspaper, news inserts on the website: [leviwater.com](http://leviwater.com), or thru alerts provided thru our alert system (for those who have signed up for alerts on the website).

### **Coordination with Regional Water Planning Group:**

The service area of Levi Water Supply Corp. is located within the Brazos G Water Planning District and a copy of this plan will be provided to them.

### **Authorization:**

The System Manager is authorized and directed to implement the applicable provisions of the Plan upon determination that such implementation is necessary to protect the public health, safety and welfare. The Manager and/or the Board of Directors shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in the Plan. The Board of Directors will be immediately notified of any such action and the Board of Directors will have the authority to amend or withdraw the plan.

The System Manager is authorized to declare that a drought response stage is in effect, and that that stage's response is ordered to be implemented by means of an Implementing Order. The Implementing Order may contain restrictions in addition to those required for the state declared to the extent determined by the System Manager, to be necessary to prevent possible

disruption of water service, prepare for shortages based on estimates, protect the water supply and water distribution system and to protect the public health and safety. All customers must comply with the Implementing Order.

**Application:**

The provisions of this Plan shall apply to all persons, customers and property utilizing water supplied by Levi Water Supply Corporation. The terms "person" and "customers" include individuals, corporations, partnerships, associations, and all other legal entities.

**Definitions:**

*Aesthetic Water Use:* Water used for ornamental or decorative purposes such as fountains, reflecting ponds and water gardens.

*Commercial & Institutional Water:* Water use which is integral to the operations of commercial and non-profit establishments, governmental entities, retail establishments, hotels, motels, restaurant ( including catering or food service processing) and office buildings.

*Conservation:* Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling or use of water so that a supply is conserved and made available for future or alternative uses.

*Customer:* Any person, company, or organization using water supplied by Levi Water Supply Corporation.

*Domestic Water:* Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

*Even Number Account Numbers:* Accounts ending in numbers 0, 2, 4, 6, 8.

*Implementation Order:* The order by the System Manager of Levi Water Supply, declaring the stage in effect and implementing the response, including ordering restrictions on water usage.

*Industrial Water:* The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

*Landscape Irrigation:* Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right of ways and medians.

*Non-Essential Water:* Water uses that are neither essential nor required for the protection of public health, safety and welfare, to include the following:

- a. Irrigation of landscape areas, including lawns, common areas, parks, athletic fields and golf courses, except otherwise provided under this Plan or previously approved by the Corporation.
- b. Use of water to wash any motor vehicle, motorcycle or motorbike, all forms of watercraft and their trailers, airplanes, other vehicles including golf carts – ATV – Gators – lawnmowers & lawn maintenance equipment, farm machinery & implements, all construction equipment (backhoes, excavators, bulldozers, etc.)
- c. Use of water to wash down sidewalks, walkways, driveways, parking lots, tennis courts, or other hard- surfaced areas.
- d. Used of water to wash down buildings or structures for purposes other than immediate fire protection.
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street.
- f. Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools, unless approved by the Board of Directors.
- g. Use of water in a fountain or pool for aesthetic or scenic purposes except where necessary to support aquatic life.
- h. Failure to repair a controllable leak or leaks within a reasonable time period after having been given notice of the leak(s) and directing the repair of such leak(s).
- i. Use of water from hydrants or flush risers for construction purposes of any other purpose other than fire fighting.

*Odd Number Account Numbers:* account numbers ending in 1,3,5, 7,9.

#### **Criteria for Initiation and Termination of Drought Response System:**

The System Manager shall monitor water supply and demand conditions on a weekly basis, or as needed, and shall determine when conditions warrant the initiation or termination of each stage of the plan when the specified triggers are reached or exceeded.

The triggering criteria is based on the amount of water stored in the total water system (including all tanks and pipes). The water storage system taken as a total of all storage at all water plants is the best indicator of the water system availability. The storage will be monitored through out each day. In addition to the storage, the ability of each water plant to meet the demands will be considered. If the water plants cannot meet the usage demands, then the Manager has the authority to implement the stages that will address the usage at that time that can make storage of water possible.

**Stage 1 – Response Water Watch:**

The goal is to inform the customers and members of good water management techniques inside and outside the home or business, including such practices as cutting back on lawn irrigation times and developing landscapes that require less water.

The Corporation will monitor the usage of water each month. Levi will forecast the amount of water supply and potential demands for peak usage times (generally May 1 – September 30 of each year). Levi will monitor water demand on a daily, weekly or monthly basis as needed during peak usage times and at any such time as deemed necessary, the System Manager may exercise his/her discretion to request special voluntary restrictions and/or initiate mandatory restrictions.

**Stage 2- Response – Mild Water Shortage Conditions:**

The goal is to raise public awareness of the water supply situation to achieve a voluntary reduction of water usage by at least 5%.

The Corporation will discontinue flushing of water mains except as specifically required by TCEQ.

*Voluntary Water Use Restrictions:*

- a. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sunday, Tuesdays & Thursdays for accounts ending in an even number and to Monday, Wednesday & Fridays for accounts ending in an odd number. There will not be any irrigation of landscaped areas, washing of any type of vehicle, equipment of watercraft, filling or refilling of swimming pools or ponds on Saturday. Irrigation of landscaped areas should be restricted to the hours of 10:00 p.m. to 6:30 a.m.
- b. Water customers are requested to practice water conservation measures and to minimize or discontinue water use for non-essential purposes.

*Trigger Requirements for Initiation:*

Customers will be requested to voluntarily conserve water if the storage tanks do not fill to 80% capacity overnight or 90% during peak usage times.

*Trigger Requirements for Termination:*

When storage tanks can fill to 100% capacity overnight.

### Stage 3 – Response – Moderate Water Shortage

The goal is to achieve a 10% total reduction in water usage.

*Water Use Restrictions:* Under threat of penalty for violation, the following water use restrictions shall apply to all customers.

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays & Thursdays for accounts ending in an even number and to Mondays & Wednesdays for accounts ending in an odd number. Irrigation of landscaped areas is restricted to the hours of 12:00 midnight to 6:30 a.m. or 9:00 p.m. to 12:00 midnight on the designated watering days.
- b. Use of water to wash any type of vehicle, watercraft or equipment is prohibited except on designated watering days between the hours of 12:00 midnight to 6:30 a.m. or 8:00 p.m. to 12:00 midnight on designated watering days. Such washing, when allowed, shall be done with a hand held buckets or hand held hose equipped with a positive shut off valve nozzle for quick rinses. Such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleaning such as garbage trucks and vehicles used to transport food and perishables. If such conditions exist, the System Manager should receive written notice of these exceptions.
- c. Use of water to fill, refill, or add to any indoor or outdoor swimming pool, wading pool, or Jacuzzi type pool is prohibited except on designated watering days between the hours of 8:00 p.m. to 12:00 midnight or 12:00 midnight to 6:30 a.m.
- d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculating water system.
- e. Use of water from hydrants shall be limited to fill water tanks on fire trucks or other activities related necessary to maintain public safety, health and welfare. Use for water from hydrants or flush risers for construction purposes will not be permitted without permission from the Board of Directors.
- f. If applicable, use of water for irrigation purposes of golf course greens, tees and fairways is prohibited except on designated water days between the hours of 12:00 midnight & 6:30 a.m. or 8:00 p.m. to 12:00 midnight. This will include any practice fields (public, church or private) for any athletic activity. If anyone utilizes a water source other than Levi Water Supply, those will not be subject to this provision.
- g. If applicable, all food service establishments are prohibited from serving water to customers except upon the request of the customer.
- h. The following non-essential uses of water are prohibited:
  1. Wash down of any sidewalk, driveways, walkways, parking lots, tennis courts or any other hard surfaced areas

2. Use of water to wash down buildings or structures for purposes other than immediate fire protection.
3. Use of water for dust control
4. Flushing gutters or permitting water to run or accumulate in any gutter or street, and
5. Failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

*Trigger Requirements for Initiation:*

The restrictions of this stage shall be implemented if the storage tanks capacity cannot be filled at 75% capacity overnite or during extreme peak usage times, the storage tank capacity cannot be filled to 80% capacity overnite or at anytime the total daily water demand exceeds 90% of the water systems total production capacity.

*Trigger Requirements for Termination:*

The restrictions of this stage may be rescinded when all of the conditions as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of this stage, Stage 2 becomes operative.

**Stage 4 Response – Severe Water Shortage**

The goal is to achieve a 25% reduction in total water usage.

*Water Use Restrictions:* All requirements of Stage 3 remain in effect except the following:

- a. Irrigation of landscaped areas shall be limited to designated watering days between the hours 8:00 p.m to 12:00 midnight or 12:00 midnight to 6:00 a.m. and shall be by means of hand held hoses, hand held buckets, drip irrigation, permanently installed sprinkler system with timers, or hose-end sprinklers with timers.
- b. The use of water for construction purposes from hydrants or flush risers will be discontinued.

*Trigger Requirements for Initiation:*

The restrictions of this stage shall be implemented if the storage tank capacity cannot be filled to 70% capacity overnite and in extreme usage situations to 60% capacity overnite or any time the total daily water demand exceeds 95% of the water systems total production capacity.



*Trigger Requirements for Termination:*

The restrictions of this stage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of this stage, Stage 3 becomes operative.

**Stage 5 Response – Critical Water Shortage**

The goal is to achieve a 40% reduction in total water usage

*Water Use Restrictions:* All requirements of Stage 4 remain in effect, except for the following;

- a. Irrigation of landscaped areas shall be limited to designated watering days and shall be by means of hand held hoses, hand held buckets or drip irrigation only. The use of hose end sprinklers or permanently installed automatic sprinkler systems is prohibited at all times.
- b. Use of water to wash any type of vehicle, equipment, watercraft, motorcyies, trailer, lawnmowers or farm equipment is prohibited at all times.
- c. The filling, refilling or adding water to swimming pools, wading pools, Jacuzzi type pools and water games or slides is prohibited
- d. Operation of ornamental fountains or ponds for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains are equipped with recirculating water system.
- e. No application for new, additional, expanded or increased –in-size- water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such a time as this drought reponse stage or a higher number stage shall be in effect.

*Trigger Requirements for Initiation:*

The restrictions of this stage shall be implemented when the storage tank capacity cannot be filled to 65% overnight or in extreme usage times, the storage tank capacity cannot reach 50% of capacity overnight or at anytime, the total daily water demand exceeds 95% of the systems total production capacity or and water plant is inoperative for any reason.

*Trigger Requirements for Termination:*

The restrictions of this stage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of this Stage, State 4 becomes operative.

**Stage 6 Response –Extreme Water Shortages:**

The goal is to achieve a 50 % reduction in total water usage

**Mandatory Restrictions:** Upon implementation of this stage, the following restrictions shall apply unless specifically exempted.

- a. The water is at a point of severe water shortage. All landscape and outdoor water usage at each address shall continue according to the landscape water days schedule below:

**STATE 6 OUTDOOR WATERING SCHEDULES**

Last Digit of Account #	Allowed Outdoor Water Days:
0,1	Monday
2,3	Tuesday
4,5	Wednesday
6,7	Thursday
8,9	Friday
No Watering	Saturday & Sunday

(watering schedule 9:00 p.m. to 12:00 midnight or 3:00 a.m. to 6:00 a.m.)

- b. Use of water to wash any motor vehicle, water craft, trailer, equipment, lawnmowers, recreational vehicles, farm equipment is prohibited.

*Trigger Requirements for Implementation:*

The restrictions of this stage will be implemented when the storage tank capacity cannot reach 30% of capacity overnight or the inability to recover approximately 60% in all plants within a 48 hour period.

*Trigger Requirements for Termination:*

Termination of Stage 6 shall be at the discretion of the System Manager or a decision by the Board of Directors, based on input by the manager, the System Operator, and any regulatory agency.

### **Stage 7 Response – Emergency Water Shortage Condition**

The goal is to achieve a 70% reduction in total water usage.

*Water Use Restrictions:* All requirements of Stage 6 shall remain in effect during this stage of the Plan except the following:

- a. Irrigation of landscaped areas is absolutely prohibited at all times.
- b. Use of water to wash any and all types of vehicles (motorized, electric, off road of anykind) and watercraft is absolutely prohibited at all times.

#### *Trigger Requirements for Initiation:*

All customers, persons, institution, and organizations shall be required to comply with all requirements and restrictions for this Stage when the Manager, or the Board of Directors or any designated representative appointed by the Board of Directors determines that a water supply emergency exists based on major water line breaks or pump or system failure occurrence which cause unprecedented loss of capacity to provide water service, or natural or man made contamination of the water supply, or a severe shortage of available water supply exists that require such measures.

#### *Trigger Requirements for Termination:*

The stage of this plan may be rescinded when all of the conditions listed as “*triggering events*” have ceased to exist for a period of 10 consecutive days.

#### *Additional Possible Stage 6 & 7 Response:*

The Board of Directors may initiate a penalty for non compliance:

- A penalty of \$50.00 can be assessed for the first violation
- A penalty of \$150.00 can be assessed for the second violation
- A penalty of \$250.00 can be assessed for the third violation

*Subsequent Violations:* A penalty of \$ 250.00 can be assessed for each violation. Failure to pay any penalty can result in termination of service. In addition to the penalty, a device that restricts the flow of water will be installed. The cost of the device and to install and remove the device will be charged to the customers. In addition to any penalty or installation of any water restricting device, the Corporation will provide notice that water service will be suspended for three days for each violation after the 4<sup>th</sup> violation. There will be an additional charge to disconnect and restore service.

The Board of Directors may adopt emergency water rates to encourage conservation.

The Board of Directors may adopt water rationing measures.

**State Mandate:**

If a state agency with jurisdiction over water rights and use lawfully (and with the authority to require compliance by a WSC) orders that drought response restrictions on water used be imposed, the water use restrictions shall be implemented regardless of whether the trigger for the state requiring such restriction under the Corporation's Drought Contingency Plan has been reached.

**Drought Response Stages:**

The System Manager with the approval of the Board of Directors, is authorized to declare a stage and its restriction, to be in effect even if the applicable triggers are not met where such is, at the discretion of the manager, after consultation with the systems engineer, a precaution that should be taken to prevent possible disruption of services, to prepare for shortages based on estimates, or to otherwise protect the water supply, water distribution system and /or the public health and welfare.

The System manager and the system operator shall monitor water supply and demand condition on a daily basis and, in accordance with the triggering criteria set forth in this Plan, shall determine that a mild, moderate, severe, critical, or extreme emergency water shortage condition exists and shall implement the following notification procedures:

*Notification of the Public:*

- a. The System Manager shall notify the public by means of publication in a newspaper or general circulation, by notice on the website, or alert by text or email that a condition does exist.
- b. Provide public service announcements on radio and television networks
- c. Post signs in public places

*Notification to Government Entities and Persons:*

- a. All Implementation Orders will be approved by the Board of Directors
- b. Notice TCEQ and Brazos G Water Planning District
- c. McLennan Emergency Management Coordinator
- d. McLennan County Board of Commissioners
- e. Adjacent City Fire Departments
- f. Major Water Users

**Enforcement Penalty:**

- a. Public notice of the order to implement the restrictions on water usage is presumed once the publication of the Implementing Order in the newspaper has occurred.
- b. As stated in previous section a penalty can be assessed. The System Manager upon due notice to the customer can suspend service for 3 days. A disconnection fee and a reconnection fee will be charge. Service can be discontinued for failure to pay any penalty. All charges for water usage, penalties and disconnection and reconnection fees must be paid for service to be restored. In addition, suitable assurance must be given to the System Manager that the same action will not be repeated.
- c. Any person, including a person classified as a water customer of the Corporation, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator. For rental property, as per the tariff of the Corporation, the property owner is responsible for the meter on his/her property. Parents shall be presumed to be responsible for the actions of their minor children. Any person shall have the right to show that he or she did not violate the Implementing Order.

**Variances or Exceptions:**

The System manager with the approval of the Board of Directors, may, in writing grant a temporary variance or exception for existing water uses otherwise prohibited under this plan as implemented if it is determined that failure to grant such would cause an emergency condition adversely affecting the health, sanitation or fire protection for the public or the person requesting such an exception if one or more of the following conditions are met:

- a. Compliance with this plan as implemented cannot be technically accomplished during the duration of the water supply shortage or other condition.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption or exception for the provisions this plan or the Implementing Order shall file a request for a variance of exception with the Corporation within 5 days after the Implementing Order is Published. All request shall include the following:

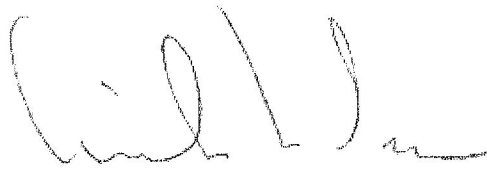
- a. Name and address of the requestor
- b. Purpose of water use'
- c. Specific provisions of the plan as implemented that the requestor is requesting relief
- d. Detailed statement as to how the specific provision of the plan as implemented adversely affects the requestor or what damage or harm will occur to the requestor or others if the requestor complies with the order
- e. Description of the relief requested
- f. Period of time for which the exception is requested

- g. Alternative water use restrictions or other measures that requestor is taking or purposes to take to meet the intent of the Plan and the compliance date.
- h. Other relevant information

Any exception granted or approved shall be subject to the following condition unless waived or modified by the Board of Directors.

- a. Exceptions shall include a time table for compliance
- b. Any exception granted shall expire when the applicable response implemented is no longer in effect (unless earlier terminated for failure of the applicant to comply with the condition of the exception)
- c. No variance or exception shall be retroactive or otherwise justify any violation occurring prior to the issuance of the exception

Approved by the Board of Directors on January 26, 2021.



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Mike Meadows, President

**SECTION I:  
SAMPLE  
APPLICATION  
PACKET**

Levi Water Supply Corporation Service Application and Agreement Form (USDA RUS-TX Bulletin 1780-9 (Rev. 5/2017))

Easement and Right of Way Agreement

Right-of-Way Easement (Location Required)(Form RD-TX 442-8 (Rev. 6-06))

Right-of-Way Easement (General)(Form RD-TX 442-9 (Rev. 6-06))

Non-Standard Service Application

Non-Standard Service Contract



**Levi Water Supply Corporation  
Service Application and Agreement**

**P.O. Box 490 ♦ Lorena, Texas 76655-0490**

**Voice: (254) 857-3050      Fax: (254) 857-3226      Email: [accounts@leviwater.com](mailto:accounts@leviwater.com)**

**Please Print:**

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

APPLICANT'S NAME: \_\_\_\_\_

CO-APPLICANT'S NAME: \_\_\_\_\_

Current Billing Address:

Future Billing Address:

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

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

Phone Number: Home: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_ CO-APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

*(Include Name of Road, Subdivision with lot and block number, Attach Map)*

PREVIOUS OWNER'S NAME AND ADDRESS *(If transferring membership)*

\_\_\_\_\_

IS THIS PROPERTY IN WACO'S ETJ?      ☐ YES    ☐ NO    ☐ DON'T KNOW

**IF YES, AN APPROVED PLAT BY CITY OF WACO WILL BE REQUIRED!!!!!!**

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. ALL APPLICATIONS ARE  
SUBJECT TO APPROVAL BY LEVI WATER SUPPLY BOARD, AND IT'S ENGINEER.  
A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/origin of individual applicants on the basis of visual observation or surname.

White, not of  
Hispanic Origin

Black, Not of  
Hispanic Origin

American Indian or  
Alaskan Native

Hispanic

Asian or  
Pacific Islander

Other  
(Specify)

Male  
Female

**THIS ORGANIZATION IS AN EQUAL OPPORTUNITY PROVIDER**

**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)

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determine

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as It is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees

Forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of the project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, to resell, or submitter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential cross-connection hazards, illegal lead materials and other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act of Chapter 341 of the Texas Health and Safety Code or the Corporation's Tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion units must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent(s) prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member/Applicant shall grant to the Corporation, now or in the future, permanent recorded easements of right-of-way dedicated to Levi Water Supply Corp. for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation. The easement shall be a minimum of 15'.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

Email: [accounts@leviwater.com](mailto:accounts@leviwater.com)

Cost: 150.00 Membership Fee, \$3,250 Capital Improvements Fee, \$685.00 Standard Installation

**Total: \$4,085.00 Payable to Levi Water Supply Corporation.**

TRANSFER CURRENT MEMBERSHIP: \$25.00

If a new water service requires a water line extension or road bore to receive service, the cost is added to the installation charge.

All new meter requests are subject to an engineering study done by the system engineer. The engineering fee for the engineering study is \$150.00 for standard service (one meter), payable to Levi Water Supply. Request for multiple meters requires a Non-Standard Application and the engineer fee is subject to number of meters requested. (We contact the engineer for the fee)

When received by Levi Water Supply, the engineer results and summary will be presented to the Board of Directors at the next scheduled board meeting for their review and decision. The Board of Directors is the authority for decisions on new water service requests.

Please allow a minimum of four weeks for the engineer results to be received.

## RIGHT OF WAY EASEMENT

STATE OF TEXAS                   §  
  § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MCLENNAN       §

\_\_\_\_\_, of \_\_\_\_\_, (hereinafter called "Grantor"), in consideration of the benefit to the community and other good and valuable consideration from the \_\_\_\_\_, (hereinafter called "Grantee"), whose mailing address is \_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, replace, reconstruct, improve, maintain, increase or reduce the capability, relocate, patrol and remove water distribution lines and appurtenances, over and across a portion of Grantor's land described as \_\_\_\_\_ acres out of the \_\_\_\_\_ Survey, \_\_\_\_\_ County, Texas, more fully described in a deed to \_\_\_\_\_ recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Deed Records of \_\_\_\_\_ County, Texas. The easement hereby granted shall be that certain \_\_\_\_\_ acre tract as described in Exhibit "A" and shown on Exhibit "B" attached here to and made a part hereof for all purposes, which said tract subsumes a prior perpetual water line easement previously existing on the subject tract in favor of Grantee, without abandonment or release thereof. (\*Only use the underlined portion if applicable\*).

In addition to the right-of-way located as specified above and described on Exhibit "A" attached hereto, Grantee shall have the temporary right to use an additional \_\_\_\_\_ ( ) of the surface of the property as shown on Exhibit "B" attached hereto and made a part hereof for all purposes, for Grantee to construct and install the contemplated pipeline in the easement. On completion of construction and installation, this right shall terminate. (\*Only use the underlined portion if applicable\*).

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over, across and upon the easement and over Grantor's adjacent lands to and from the easement from time to time for the purpose of inspecting, repairing, replacing, reconstructing, improving, maintaining, increasing or reducing the capability, relocating, patrolling or removing the water line and to remove any and all shrubbery, trees and undergrowth that may injure Grantee's facilities and appurtenances or interfere with the replacement, relocation, substitution or removal thereof; and (2) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or its successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipelines as relocated. Grantor reserves the right to use the easement for general agricultural and grazing purposes, provided that such will not, in the sole judgment of Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantee will maintain such easement in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and

assigns. Grantor warrants that Grantor is the owner of the Land and has the right to execute this instrument. Grantor warrants that there are no liens existing against the Land other than the following liens: \_\_\_\_\_.

In addition to the consideration above recited, the Grantee will pay to the owner of the Land, and if leased, to any tenant thereon, as they may be respectively entitled, for actual damage done to fences and growing crops by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment shall be made for trimming or removal of shrubbery, trees or undergrowth hereafter permitted to grow on or encroach upon the easement, nor for removal of buildings, structures or obstructions erected upon the easement after the execution of this instrument.

TO HAVE AND TO HOLD the easement and rights unto the Grantee, its successors and assigns; and Grantor hereby binds Grantor, and Grantor's heirs, executors, administrators, and successors, to warrant and forever defend the easement and rights herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

IN WITNESS WHEREOF the Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

STATE OF TEXAS

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

Before me, the undersigned, a Notary Public in and for said county and State, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

AFTER RECORDING RETURN TO:



Form RD-TX 442-9  
(Rev 6-06)

**UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT (General Type Easement)**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Levi Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

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

Form RD-TX 442-9  
(Rev. 6-06)

Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

**IN WITNESS WHEREOF** the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**ACKNOWLEDGMENT**  
(Individual)

**STATE OF TEXAS**                    §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

(SEAL)

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

## LEVI WATER SUPPLY CORPORATION NON-STANDARD SERVICE APPLICATION

Please Print or Type

Applicant's name/Company \_\_\_\_\_

Address/City/State/ZIP: \_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_

Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water/sewer service is requested. Plat requirements include: name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- ☐ Residential Subdivision    ☐ Multi-family    ☐ Mobile Home Park    ☐ Trailer Park    ☐ School  
☐ Line Extension    ☐ Commercial/Industrial Park    ☐ Large Meter (>1")  
☐ Multi-use Facility    ☐ Other

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

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

Maximum number of proposed lots: \_\_\_\_\_ Range of standard lot sizes: \_\_\_\_\_

Acreage \_\_\_\_\_

Please describe in detail the nature and scope of the project/development.

Initial needs \_\_\_\_\_

\_\_\_\_\_

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

\_\_\_\_\_

\_\_\_\_\_

Please list any additional special service needs not listed above.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

\_\_\_\_\_

\_\_\_\_\_

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Please describe how the utility may access the property during evaluation of application.

**Please attach the following information, as applicable:**

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

**Required Fees**

Applicant is required to pay a Non-Standard Service Investigation Fee of \$\_\_\_\_\_ to the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

**Corporation's response to service request**

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted and the required fees were paid. The Corporation's response will state whether the requested service can be provided, the timeframe within which it can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

*Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.*

*Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.*

\_\_\_\_\_  
Print Applicant/Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

For Corporation Use Only

\_\_\_\_\_  
Date application received

\_\_\_\_\_  
Amount Fees Paid / Date Paid

\_\_\_\_\_  
Signature WSC staff member

## NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS  
COUNTY OF MCLENNAN

THIS CONTRACT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as "Applicant", and Levi Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain \_\_\_\_\_ acres of land in \_\_\_\_\_, County, Texas, more particularly known as the \_\_\_\_\_ subdivision, according to the plat thereof recorded at Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of \_\_\_\_\_ County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, Levi WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested Levi WSC to provide such water service to the Property through an extension of Levi WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension";

NOW THEREFORE: KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and Levi WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**
  - (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of Levi WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by Levi WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by Levi WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
  - (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to Levi WSC by the Applicant. Levi WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.
2. **Required Sites, Easements or Rights-of-Way.**
  - (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

- (b) Any easements acquired by the Applicant shall be in a form approved by the Levi WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to Levi WSC upon proper completion of the construction of the Water System Extension.
- (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to Levi WSC must be approved by Levi WSC's attorney.

3. **Construction of the Water System Extension**

- (a) If requested by Levi WSC, Applicant agrees to advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the acceptance of the WSC. Levi WSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the accepted plans and specifications. Levi WSC shall have the right to inspect all phases of the construction of the Water System Extension. Levi WSC's engineer shall review all materials used in construction to ensure computability with Levi WSC's Water System. Applicant must give written notice to Levi WSC of the date on which construction is scheduled to begin so that Levi WSC may assign an Inspector. Levi WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.
- (c) Applicant shall obtain performance and payment bonds and proof of commercial general liability insurance under an occurrence policy form for all work under this Agreement. Except for worker's compensation insurance policies and automobile liability insurance, all insurance policies shall name Levi WSC as an additional insured on a primary and non-contributory basis with respect to bodily injury, property damage, personal injury and products/completed operations with limits for bodily injury and death of not less than one million dollars (\$1,000,000) each occurrence, limits for property damage of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate per policy period. A single limit of two million dollars (\$2,000,000) of bodily injury or property damage is acceptable. The coverage shall contain no special limitations on the scope or protection afforded to the additional insured. The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third party action-over claims. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution for all insurance available to Levi WSC with Levi WSC's insurance being excess, secondary and non-contributing. Self-funded or other non-risk transfer insurance is not acceptable.

4. **Dedication of Water System Extension to WSC.**

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the property of the WSC. Applicant shall assign, dedicate, and convey to Levi WSC all constructed facilities and related rights, including but not limited to, contracts, easements, rights-of-way, deeds, and warranties. Applicant shall

bear all costs associated with transfer of the Water System Extension to Levi WSC. Applicant shall provide reproducible as-built drawings of all constructed facilities to Levi WSC. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to Levi WSC. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the WSC.

- (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for 12 months following the date of the transfer.
- (c) **APPLICANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LEVI AND LEVI'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS, ACTIONS, SUITS, DAMAGES, LAWSUITS, COURT COSTS, ATTORNEY'S FEES, AND LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENCE OF LORENA, INCLUDING ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS, AND/OR ITS PERFORMANCE OR FAILURE TO PERFORM RELATING TO OR ARISING OUT OF THE WATER SYSTEM EXTENSION.**

5. **Cost of the Water System Extension.**

- (a) Applicant shall pay all costs incurred by Levi WSC associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
  - (1) Administration;
  - (2) engineering and design;
  - (3) easement or right-of-way acquisition;
  - (4) construction;
  - (5) inspection(s), bid review, and additional inspections required by Levi WSC
  - (6) attorneys' fees; and
  - (7) governmental or regulatory approvals required to lawfully provide service.
  - (8) **APPLICANT SHALL INDEMNIFY LEVI WSC AND HOLD LEVI WSC HARMLESS FROM ALL OF THE FOREGOING COSTS.**
- (b) Applicant must remit payment directly to the billing entity for the foregoing costs. If any invoice goes unpaid for more than thirty days after the date the invoice was forwarded to Applicant, Levi WSC may, in its sole discretion, delay or discontinue any and all plans associated with the Water System Extension until payment is made. Levi WSC may pursue any remedies for payment, in law or at equity, at Applicant's cost, including but not limited to discontinuing service and/or cancelling Membership. In the event Membership is cancelled and Applicant wishes to continue Membership and the Water System Extension, Applicant may be assessed a Membership Fee and either a Reconnect Fee or Re-Service Fee to re-establish service and renew Membership.
- (c) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by Levi WSC.
- (d) If Levi WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, Levi WSC shall



reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by Levi WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

- (e) Applicant shall pay all costs associated with the Water System Extension required by Levi WSC's tariff as amended from time to time including, but not limited to, the following list. Each cost described below is nonrefundable except as expressly stated otherwise in Levi WSC's tariff and Applicant shall not be reimbursed for any such charges. Payment of all charges listed below (including initial Monthly Base Rate charges) is due upon execution of this agreement. Applicant acknowledges and understands that if Applicant does not pay a Monthly Base Rate charge to reserve service, connections are not guaranteed or reserved:
  - (1) Monthly Base Rate charge to reserve service as specified in existing tariff, as amended, pursuant to Applicant's connection size. As Applicant transfers membership to a new property owner, Applicant's monthly obligation shall be reduced accordingly. The transfer of membership shall be considered complete and Applicant's obligation shall be reduced once the Transfer Fee has been paid by either Applicant or the new property owner, Transferee has completed an application and all required paperwork and paid the Installation Fee for Standard Service, and Levi WSC has accepted the transfer of membership. In no event will costs of material installed by Applicant be duplicated or charged by Levi WSC to a Transferee;
  - (2) Equity Buy-In Fee (Front-End Capital Contribution) of \$\_\_\_\_\_ per connection; and
  - (3) Membership Fee of \$\_\_\_\_\_ per connection.

**6. Service From the Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to Levi WSC, Levi WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of Levi WSC and the payment of the following:
  - (1) All standard rates, fees and charges as reflected in Levi WSC's approved tariff;
  - (2) Any applicable Equity Buy-In fee adopted by Levi WSC;
  - (3) Any applicable reserved service charge adopted by Levi WSC.
- (b) It is understood and agreed by the parties that the obligation of Levi WSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of Levi WSC is obtained, the Applicant shall not:
  - (1) construct or install additional water lines or facilities to service areas outside the Property;
  - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
  - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Levi Water Supply

P.O. Box 490 2757 Rosenthal Pkwy

Lorena, Texas 7655-0490

Any notice mailed to Applicant shall be addressed:

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

Either party may change the address for notice to it by giving **written** notice of such

change in accordance with the provisions of this paragraph

9. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, is executed in connection with a NonStandard Service Application and Agreement (together with this Contract, "Contract Documents") pursuant to the requirements of Levi WSC's Tariff. In the event of any conflicts between the Contract Documents and Levi WSC's Tariff, Levi WSC's Tariff, as amended, shall control. The Contract Documents constitute the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in McLennan & Falls County, Texas.

22. **Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in McLennan County, Texas.

23. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. **Assignability.**

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.

25. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Levi Water Supply Corporation

APPLICANT

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

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

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

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

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

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

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

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

**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 as the property owner and a member of Levi Water Supply Corporation, I am responsible to see that this account balance is kept current, as is any other account in the Corporation, in accordance with the Corporation's Tariff Section E.10.e and E.18. If service has been disconnected, this account shall not be reinstated until all debt on the account has been paid in full.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**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 the Corporation's 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 disconnection 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 disconnection of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of the Corporation's 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 disconnection 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 of the Corporation's Water Use Restrictions 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 disconnection 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 DISCONNECTION**

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 disconnected on \_\_\_\_\_. Your service will not be restored until \_\_\_\_\_ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full. Additional violations thereafter will result in additional suspensions of your water service.

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.

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

Title \_\_\_\_\_

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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 (TAC) 290.38(15) and 290.44(d)(4) and 16 TAC 24.169(a)(4).

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

Title \_\_\_\_\_