



Control Number: 55783



Item Number: 1

2800 Stone Road
Kilgore, TX 75662
October 25, 2023

RECEIVED
OCT 31 2023
PUBLIC UTILITY COMMISSION
CIVIL DIVISION

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

Dear PUC,

I am filing to appeal the cost of obtaining service from Liberty City WSC, and this letter is intended to supply further information about my appeal.

I have had two water services with Liberty City WSC on the same property since I purchased the property four years ago. One services the home, and the second services a building with two garage apartments. The services appear to have been in existence since each of the buildings was completed.

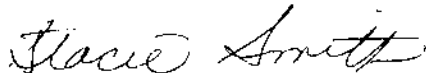
Recently LC WSC informed me "It is against the adopted policy of Liberty City WSC and against the Texas Commission on Environmental Quality." Further, "In order to remedy the situation, you must purchase service for the second residence/business from Liberty City WSC." (This is in reference to a single meter for the two garage apartments.)

After reading Texas Administrative Code Title 16, Ch 24, subchapter F, Rule 24.169 and speaking with Celia Eaves, Utility Outreach Administrator of the Division of Utility Outreach, I understand that the Public Utility regularly grants exceptions to the individual meter requirement "if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property." However, private WSCs are not required to comply with PUC guidelines. Therefore, the requirement is ONLY based on the Liberty City WSC adopted policies, and NOT on state regulations.

The charge for Liberty City WSC to install a third meter to service a 525 square foot apartment is \$4,003. We have rented this apartment for \$500 per month, with a cash flow of about \$100 per month. The apartment has not been rented for the past two months because I did not have the funds to pay for a third meter, which represents a cost of \$1,000 to me. I paid for the meter last week, but the amount requires 100% of my cash flow for 40 months – 3.5 years. I believe this represents an unreasonable cost of service to a small apartment that has shared service for decades comparable to a small- to mid-sized home.

Thank you for considering my request to reduce the cost of installing a meter to a reasonable amount that would represent a typical charge for a public utility company. Please contact me if you have any questions.

Respectfully submitted,



Stacie Smith
903-399-8433

Attachments:

Appeal application
Original letter from Liberty City Water Supply Corporation
Liberty City WSC application for service, including estimated charge of \$4,003
Copy of receipt for \$4,003
Map of service location



Appeal of the Cost of Obtaining Service from a Water Supply Corporation (WSC)

Docket No. 55783

(this number will be assigned by the Public Utility Commission after your appeal is filed)

This appeal is pursuant to Texas Water Code §13.043(g) and Public Utility Commission's (PUC or commission) Substantive Rule §24.101(g)

Water Service Provider

Name: Liberty City Water Supply Corporation
6144 Gateway Ctr., #349 Kilgore, TX 75662 903-984-9593
(Address) City, State, Zip Code (Area Code/Number)

Applicant

Name: Stacie Smith
302 Barnett Rd Kilgore, TX 75662 903-399-8433
(Address) City, State, Zip Code (Area Code/Number)

Cost of Obtaining Service

If a breakdown of the cost is available:

Membership Fee \$	
Tap Fee \$	<u>4,003</u>
Extension Charges \$	
Capital Contribution \$	
Other Charges \$	
Total Cost of Obtaining Service \$	<u>0.00 4,003</u>

Additional Information

Date application for service submitted to WSC: 9/7/23
Date written estimate of charges received: 9/7/23

Stacie Smith
Signature of Applicant

Liberty City Water Supply Corporation



**6144 Gateway Center #349
Kilgore, TX 75662
(903) 984-9593
FAX (903) 983-2452**

AUGUST 4, 2023

SMITH DARRELL & STACIE
2800 STONE RD
KILGORE, TX 75662

RE: Two Residences on One Meter 302 BARNETT APARTMENTS

Dear SMITH DARRELL & STACIE

It has come to the attention of the Liberty City Water Supply Corporation (WSC) that you may have two (2) residences/businesses connected to one (1) meter. If this is the case, it is against the adopted policy of Liberty City WSC and against the Texas Commission on Environmental Quality. In order to remedy the situation, you must purchase an additional service for the second residence/business from Liberty City WSC. Application for the additional service can be made by contacting Liberty City WSC.

If the second residence/business is not attached to the meter or service line, you can verify this by signing and returning the enclosed notarized affidavit for our records. Liberty City WSC will also require a visual inspection by our operator(s) to verify that the connection is not there. Please make application for the second service or execute and return the enclosed affidavit within ten (10) days of the date of this letter in order to prevent the discontinuance of service.

If you should have any questions, please feel free to contact our office.

Sincerely,

Liberty City Water Supply Corporation

LIBERTY CITY WATER SUPPLY CORPORATION

SERVICE AGREEMENT

AGREEMENT made this 12th day of Sept, 2023 between Liberty City Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Smith Darrell + Stacie thereinafter called the Applicant/Member). Service Location 302 Barnett Rd #3

Witness:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation (including additional Corporation Policies found in the Tariff Book) 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 and the completed application packet, 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 (including the Corporation's Sewer Policy etc.) and upon the terms and conditions set forth therein, a copy of which is available for inspection at the Corporation office. 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 and completed application packet.

If this agreement is completed for the purpose of assigning utility service as 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 purposes of determining:

- 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 either
 - (1) a new water and/or wastewater system or
 - (2) expanding the facilities of an existing water and/or wastewater 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 water and/or wastewater charges for such service as prescribed in the Corporation's published rates, fees, and conditions of service. 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 a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication Fee, less expenses, shall be refunded. The Applicant may reapply 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 of 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 only one (1) business. A residence owned by a business must have a separate service. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, business and/or property, etc., is prohibited. Wastewater service is **not available** without water service.

All wastewater Applicants agree that nothing shall be disposed of into the Corporation's sanitary sewer system other than normal residential waste. Any Applicant with other than non-residential waste (including excess grease) must comply with the Corporation's Sewer Policy and Grease Trap Policy. These policies are found in the Corporation's Tariff Book as additional sections and must be complied with at all times.

The Corporation shall have the right to locate a water service meter and/or wastewater service and the pipe necessary to connect the meter or tap on the Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operation, 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's authorized employees shall have access to the Member's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices and to insure 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, applicable plumbing codes, and utility construction standards.

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 (i.e. private well) is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate back flow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices 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 back flow prevention assembly and a service agreement must exist for annual inspection and testing by a certified back flow 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 0.25% lead may be used for the installation or repair of plumbing on or after JANUARY 4, 2014, 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 JANUARY 4, 2014, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water and/or wastewater system. The Member shall allow his property to be inspected for possible cross-connections, potential contamination hazards and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent 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, 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 either terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses 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 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 waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way 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.

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. Liquidating 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 two pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

MEMBERSHIP MAY BE SOLD TO LIBERTY CITY WATER SUPPLY CORPORATION ONLY. ALL MEMBERSHIP TRANSFERS MUST BE CONDUCTED THROUGH THE CORPORATION OFFICE WITHOUT COMPENSATION TO THE MEMBER.

David Smith
Applicant/Member

Witness

Date Approved

- ☐ Share(s) \$ _____
- ☐ Activation Fee _____
- ☐ Connection Fee _____
- ☐ Inspection Fee _____
- ☐ Gate Valve _____
- ☐ Reservice Charges _____
- ☐ Water Service _____
- ☐ Sewer Service _____
- ☐ Line Extension _____
- ☐ Bore _____
- ☐ Other _____

TOTAL

\$ 4003⁰⁰

THE STATE OF TEXAS 1
COUNTY OF _____ 1

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____
Notary Public

Notary Public

RECEIPT



LIBERTY CITY WATER SUPPLY CORPORATION

6144 GATEWAY #349
KILGORE, TEXAS 75662
(903) 984-9593

9976

DATE 9-21-23

RECEIVED FROM

Smith, Jace

\$ 4003.00

DOLLARS

FOR

302 Barnett #3

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

- ☐ CASH
☒ CHECK
☐ CREDIT CARD
☐ MONEY ORDER

BY

THW

THANK YOU

Stacie Smith, 903-399-8433

Location of new water meter marked with an 'x.'

Property address: 302 Barnett Rd, Kilgore, TX

