



## **Filing Receipt**

**Filing Date - 2024-01-11 02:47:19 PM**

**Control Number - 55783**

**Item Number - 8**

**PUC DOCKET NO. 55783**

<b>STACIE SMITH'S APPEAL OF THE</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>COST OF OBTAINING SERVICE</b>	<b>§</b>	
<b>FROM LIBERTY CITY WATER</b>	<b>§</b>	<b>OF TEXAS</b>
<b>SUPPLY CORPORATION</b>	<b>§</b>	

**LIBERTY CITY WATER SUPPLY CORPORATION'S  
RESPONSE TO STACIE SMITH'S PETITION**

Liberty City Water Supply Corporation (Liberty City WSC) files this response to Stacie Smith's Petition and respectfully shows the following:

**A. BACKGROUND**

1. On October 31, 2023, Stacie Smith (Ms. Smith) filed a petition with the Public Utility Commission of Texas (Commission) to contest the cost of obtaining new service from Liberty City WSC under Texas Water Code (TWC) § 13.043(g) and Public Utility Commission's Substantive Rule §24.101(g).

2. On November 1, 2023, the administrative law judge (ALJ) issued Order No. 1, directing the Staff (Staff) of the Commission to file comments on the administrative completeness of the petition, a recommendation regarding how to proceed with the petition, and propose a procedural schedule by November 30, 2023.

3. On November 30, 2023, Staff filed comments recommending that the ALJ find the petition to be administratively complete and proposing a procedural schedule.

4. On December 4, 2023, the ALJ issued Order No. 2 finding the petition administratively complete, ordering Ms. Smith to file proof that a copy of the petition was sent to Liberty City WSC by December 14, 2023, and ordering Liberty City WSC to file a response to the petition by January 11, 2024. Therefore, this pleading is timely filed.

5. On December 6, 2023, Ms. Smith filed a Response to Order No. 2.

**B. RESPONSE**

### **Facts**

1. Liberty City WSC is a member-owned, non-profit corporation incorporated under Article 1434a of the Revised Civil Statutes of Texas of 1925, as amended and supplemented by the Texas Non-profit Corporation Act, Article 1.01 et seq, as amended, to supply potable water for general farm use and domestic purposes to individuals located in a service area defined by Certificate of Convenience and Necessity No. 10408 covering portions of Gregg and Smith Counties.

2. Ms. Smith owns a residential property located at 302 Barnett Road,<sup>1</sup> Kilgore, Texas. Situated on the property is a single-family home and an unattached garage with a garage apartment located approximately 150 feet away from the home. There were also two Liberty City WSC owned water meters on the property, each serving one of the buildings under the previous property owner.

3. On October 28, 2019, Ms. Smith executed a service agreement with Liberty City WSC to initiate water service to the single-family home<sup>2</sup> and a second a service agreement to initiate water service to the garage apartment.<sup>3</sup>

4. On March 1, 2023, Liberty City WSC staff were made aware of a Facebook advertisement placed by Ms. Smith for a second garage apartment on the subject property referred to as Unit 2.<sup>4</sup> Based on the description and photo in the advertisement, Liberty City WSC determined that Unit 2 is a residence.

5. Liberty City WSC routinely sends a letter to members who own property that violates the one meter per residence requirement with a request that they purchase an additional meter(s) and service connection(s) to bring the property into compliance. On August 4, 2023,

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<sup>1</sup> Some of Ms. Smith's paperwork lists the address as 300 Barnett Road.

<sup>2</sup> See Attachment "A". (Note: Neither service agreement is notarized because Ms. Smith executed them at Liberty City WSC's business office. Service agreements executed offsite must be notarized.)

<sup>3</sup> See Attachment "B".

<sup>4</sup> See Attachment "C".

Liberty City WSC sent a letter notifying Ms. Smith that she must purchase an additional service for Unit 2.<sup>5</sup>

6. On September 12, 2023, Ms. Smith executed a service agreement to purchase meter "#3" for Unit 2 on the property.<sup>6</sup> She paid a total of \$4,003 for the service connection which includes the fees charged to any new service applicant as set forth in Sections G.5, G.9, G.13, G.16, and G.31 of Liberty City WSC's tariff.<sup>7</sup> Liberty City WSC subsequently set a meter and initiated service to Unit 2.

### **Violation of Tariff**

7. Liberty City WSC adopted a tariff containing its service policies and rates in February 1990, which was last amended on April 22, 2019 (Tariff).<sup>8</sup> The service agreement contains the following relevant provision in paragraph 3 on page 1:

"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, ..."

Section E.24 of the Tariff contains Liberty City WSC's policy prohibiting multiple connections to a single tap including the following relevant provisions:

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap. ...

\*\*\*\*\*

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

\*\*\*\*\*

- 3) A "residence" shall mean any structure which is designed for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.<sup>9</sup>

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<sup>5</sup> See Attachment "D".

<sup>6</sup> See Attachment "E".

<sup>7</sup> See Attachment "F".

<sup>8</sup> The service rules and rates in the last amended Tariff were finalized on March 25, 2019, but not formally adopted by Liberty City WSC's board of directors until April 22, 2019. See Section A of the Tariff attached hereto as Attachment "G".

<sup>9</sup> A copy of Section E.24 is attached hereto as Attachment "H".

**Violation of Service Agreement**

8. All three service agreements executed by Ms. Smith contain the following relevant provision on page 1 in the second sentence of paragraph 7:

"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."

**Compliance with Public Utility Commission Regulations**

9. Liberty City WSC's inclusion of the foregoing Tariff and service agreement provisions prohibiting multiple connections to a single tap were intended to comply with regulations adopted by the Public Utility Commission of Texas (PUCT) found in Title 16, Texas Administrative Code (TAC), § 24.169(a)(4), which states in part:

"(a) Meter requirements.

(4) One meter is required for each residential, commercial, or industrial service connection. ..."

10. In her petition, Ms. Smith correctly notes that Liberty City WSC is not legally bound by to comply with 16 TAC § 24.169(a)(4),<sup>10</sup> but Liberty City WSC takes the position that it is reasonable to operate in accordance with PUCT regulations applicable to utilities.

**C. CONCLUSION**

Ms. Smith made a business decision to pay \$4,003 for new service to a garage apartment that generates \$100 of revenue per month. That decision is unrelated to whether the amount charged by Liberty City WSC for a new service connection is reasonable because the same is based on the cost of labor and materials, equity buy-in calculations, and many other factors. For the reasons stated above, Liberty City WSC requests that the relief sought by petitioner Stacie Smith be denied.

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<sup>10</sup> See 16 TAC § 24.1(a).

Dated: January 11, 2024

Respectfully submitted,

JAMES W. WILSON & ASSOCIATES, PLLC  
103 W. Main Street  
Allen, Texas 75013  
Tel: (972) 727-9904  
Fax: (972) 755-0904

/s/ James W. Wilson

James W. Wilson  
State Bar No. 00791944  
jwilson@jww-law.com  
Maria Huynh  
State Bar No. 24086968  
mhuynh@jww-law.com

**ATTORNEYS FOR LIBERTY CITY  
WATER SUPPLY CORPORATION**

**CERTIFICATE OF SERVICE**

I certify that unless otherwise ordered by the presiding officer, notice of the filing of this document will be provided to all parties of record via electronic mail or U.S. mail on January 11, 2024, in accordance with the Second Order Suspending Rules issued in Project No. 50664.

Kelsey Daugherty, Attorney  
Public Utility Commission Legal Division  
1701 N. Congress  
P.O. Box 13326  
Austin, Texas 78711-3326  
*Kelsey.Daugherty@puc.texas.gov*

Stacie Smith  
302 Barnett Road  
Kilgore, Texas 75662  
*Stacie.f.smith@gmail.com*  
**PETITIONER**

**ATTORNEY FOR THE COMMISSION**

/s/ James W. Wilson

James W. Wilson

## **ATTACHMENT "A"**

# LIBERTY CITY WATER SUPPLY CORPORATION

## SERVICE AGREEMENT

**AGREEMENT** made this 28<sup>th</sup> day of Oct., 2019 between Liberty City Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Darrell B. and Stacie Smith hereinafter called the Applicant/Member). Service Location 302 Barnett Rd., Kilgore, TX

**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.



- c. 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.

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.

Stacey Smith  
Applicant/Member

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**Witness**

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

- ☐ Share(s)  
☐ Activation Fcc  
☐ Connection Fee

- ☐ Inspection Fcc
- ☐ Gate Valve

- ☐ Reservice Charges
- ☐ Water Service
- ☐ Sewer Service
- ☐ Line Extension
- ☐ Bore
- ☐ Other

TOTAL

\$ 200<sup>00</sup>  
40<sup>00</sup>  
350  
9000  
365<sup>00</sup>

THE STATE OF TEXAS                                   1  
COUNTY OF   1

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

Notary Public

## **ATTACHMENT "B"**

# LIBERTY CITY WATER SUPPLY CORPORATION

## SERVICE AGREEMENT

**AGREEMENT** made this 22<sup>nd</sup> day of October, 2019 between Liberty City Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Darrell R. and Stacie Smith, thereafter called the Applicant/Member. Service Location 302 Barnett Rd., K. Grove, TX (garage apt.)

**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.

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- 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.

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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.

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- 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 JULY 1, 1988, 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.

2 Stacey Smith  
Applicant/Member

Witness \_\_\_\_\_

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

- ☐ Share(s)  
☐ Activation Fee  
☐ Connection Fee

- ☐ Inspection Fee  
☐ Gate Valve

- ☐ Reserve Charges  
☐ Water Service  
☐ Sewer Service  
☐ Line Extension  
☐ Bore  
☐ Other

TOTAL

\$ 200.00  
40.00  
350

\$ 275

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

I  
I

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **ATTACHMENT "C"**

6:21



<  **Liberty City Heads Up**  
Stacie Smith · 1h · 



3/1 (VERY small living room) upstairs garage apartment in Sabine ISD. Pets welcome. Link in comments to book a time to see it!  
See details here:



[light.tenantcloud.com](https://light.tenantcloud.com)

**Multiplex House for rent at 300 Barnett Rd,  
Kilgore, TX, 75662, US**



Like



Send

Top comments ▾



**Stacie Smith**

To schedule a time to see the upstairs apartment:  
<https://calendly.com/stacie-f-smith/house-showing>



**House showing - 300 Barnett Rd,  
Unit 2, Kilgore - Stacie Smith**  
[calendly.com](https://calendly.com)

1h Like

## **ATTACHMENT "D"**

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



## **ATTACHMENT "E"**

# LIBERTY CITY WATER SUPPLY CORPORATION

## SERVICE AGREEMENT

AGREEMENT made this 12<sup>th</sup> 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 thereafter 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.



## **ATTACHMENT "F"**

## 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 or wastewater 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 Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)
3. ***Bulk Water.*** Anyone requesting temporary bulk water will be required to pay a \$1,000 deposit. This deposit will include a \$250.00(non-refundable) bulk activation fee and a \$750.00 meter deposit. A water deposit of \$500.00 will also be charged based on the expected usage. The billing period will be determined according to the demand. Water will be billed at a rate of \$10.00 per 1,000 gallons.
4. ***Customer History Report Fee.*** A fee of \$10.00 shall be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.
5. ***Customer Service Inspection Fee.*** A fee of \$35.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
6. ***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 in behalf of the Applicant. (See Section E. 28.; Section F. 8. b.)
7. ***Emergency Service Calls.*** After hour service calls will be a minimum of \$70.00. Any necessary repairs to the Corporation’s equipment will reflect an addition overtime rate.
8. ***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. Damage requiring after hour repairs to restore service will reflect additional charges as necessary.
9. ***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 related 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 property or actual residential units being served (if greater) and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be used for capacity improvements such as line upgrades, new tanks, treatment, or production

a. Water Fee is \$2708.00 per service unit.

b. Sewer Fee is \$2708.00 per service unit.

10. **Filing Fees.** Any charges associated with legal fees or filing of forms with county or state entities shall be assessed to the customer or member. These fees will not be less than nor exceed the actual cost and will include both agency and/or legal fees and administrative costs and expenses.
11. **Inactive Service Charge.** A monthly fee charged for a member requested suspension of service. The service must be locked/plugged preventing water usage, the membership active and the account kept current. This service is provided at the property owner's request for a location that is vacant and/or awaiting occupancy. The Inactive Service Fee is \$10.00 less than the base rate charge for water. This status requires the customer to pay to lock the service and pay a reduced fee in lieu of monthly water/sewer service base rate fees. Late fees do apply to these services
12. **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.
13. **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 or wastewater service
- 2) Engineering fee
- 3) Legal fee
- 4) Customer service inspection fee
- 5) Administrative costs
- 6) Any additional site-specific equipment or appurtenances necessary to provide water or waste water service.
- 7) For sizes larger than those listed below the need for the meter size must be approved by management and the cost will be computed immediately prior to installation.
- 8)

<b>Meter Size</b>	<b>Water Tap</b>	<b>Sewer Tap</b>
5/8" x 3/4"	\$1,020.00	\$844.00* **
3/4"	\$1,043.00	\$844.00* **
1"	\$1,345.00	\$844.00* **
2"	Current price after approval	\$844.00* **

Force Main sewer taps will be priced at the time of service request.\*

Inspection fee will apply if applying for sewer service only\*\*

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 service at the level required by 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; disbursement of checks to contractors
- 4) Legal Fee: including but not limited to contract development, easements, water rights, permits, CCN amendments for the area.
- 5) Engineering fee;
- 6) Any additional site-specific equipment or appurtenances necessary to provide water or waste water service as determined by the Corporation under the terms of Section F. of this Tariff (includes tap (fee(s))).

- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 3. e. of this Tariff.

14. **Late Payment Fee.** Once per billing period, a penalty of \$5.00 or 5%, whichever is larger, 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.)

15. **Line Extension Reimbursement Fee.** – An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.

16. **Membership Fee.** At the time the application for service is approved, a refundable 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.

- a. The Membership Fee for water service is \$200.00 for each service unit.
- b. The Membership Fee for wastewater service is 100.00 for each service unit.
- c. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual residential units served (if greater). (See Chart in Subsection 16 below.)

17. **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. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate. Tampering includes meter lock broken, curb stop damaged or broken, register damaged or disconnected, meter lock removed, meter broken, meter stolen, unauthorized connections inserted, any unauthorized water usage etc.

18. **Monthly Charges.**

- a. **Base Rate**

- 1) **Water Service** - The monthly charge for standard metered water service is for a 5/8" X 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. Master Metered accounts will be charged a meter equivalent for the actual residential/business units being served when the number is greater than the meter equivalents. Rates, equivalents, and allowable gallonages are as follows:

Meter Size	5/8" x 3/4" Meter Equivalents	Monthly Rate
5/8" x 3/4"	1.0	\$ 25.00
3/4"	1.5	\$ 37.50
1"	2.5	\$ 62.50
2"	8.0	\$200.00

2) Sewer Service - The monthly charge for standard sewer service on a per tap basis is as follows:

Standard Wastewater Service	\$32.00 per month per service unit*
Non-standard Wastewater or Commercial Service	\$32.00/SU plus \$5.50 per thousand gallons of water**

- \*Master Metered accounts will be charged a monthly fee for the actual residential/business units being served.
- \*\* Non-standard Wastewater Service is established on the basis of SU or actual residential/commercial units, if greater. Commercial sewer rates also include a cost per gallon in addition to the basic sewer rate.

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

1) Water:

- \$ 3.50 per 1,000 gallons for 0 to 5,000 gallons
- \$ 4.00 per 1,000 gallons for 5,001 gallons to 10,000 gallons
- \$ 4.50 per 1,000 gallons for 10,001 to 20,000 gallons
- \$ 5.50 per 1,000 gallons for 20,001 and over.

2) Non-Standard or Commercial Sewer: \$ 5.50 per 1,000 gallons for over 3,000 gallons.

3) 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. (16 TAC 291.76(d)).

**19. Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$7.00 (\$20.00 if sent by Registered Mail) for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.)

**20. Meter Accessibility Fees.** A minimum fee of \$5.00 per month will be assessed any account where accessibility to the meter is limited. Accessibility can be interpreted to mean, but not limited to a fence, locked gate, rubbish or other factors.

**21. 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 minimum charge of \$100.00 shall be imposed on the affected account unless the test results show that the meter (5/8"X3/4") was over registering. The charge for larger meter sizes will be determined as requested.

**22. Non-Disclosure Fee.** No fee shall be assessed to any Member requesting in writing that personal information under the terms of this tariff not be disclosed to the public.

**23. Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member or the general public shall be charged to the recipient based on the cost of providing such service.

**24. Owner Notification Fee.** The Corporation shall assess a fee of \$7.00 per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service. (See



Miscellaneous Transaction Forms.)

- 25. Reconnect Fee.** The Corporation shall charge a fee of \$35.00 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.
- 26. 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; TCEQ Section 291.76 (c))
- 27. 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 \$35.00 (1<sup>st</sup> event plus applicable late fees and any bank charges incurred by the Corporation. If a check, draft, or other similar instrument is returned within a year the fee will increase to \$50.00. (See Miscellaneous Transaction Forms)
- 28. Seasonal Reconnect Fee.** The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
- 29. Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, 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 investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
  - 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.)
- 30. Service Trip Fee.** The Corporation shall charge a trip fee of \$35.00 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 services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$35.00 per employee per hour for each additional hour required.
- 31. Transfer Fee/Activation Fee.** A Fee of \$40.00 shall be assessed for the transfer of any membership.

## **ATTACHMENT "G"**

LIBERTY CITY  
WATER SUPPLY  
CORPORATION  
TARIFF

ADOPTED  
FEBRUARY, 1990

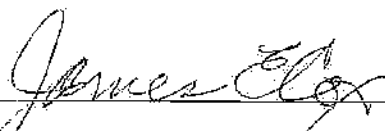
REVISED  
March, 2019

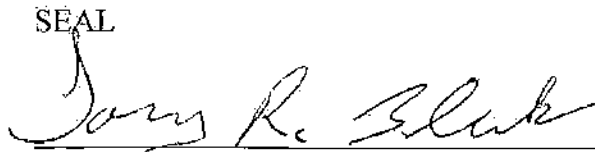
## **SECTION A. RESOLUTIONS**

THE BOARD OF DIRECTORS OF LIBERTY CITY WATER SUPPLY CORPORATION  
ESTABLISHES THAT:

1. This Tariff of the Liberty City Water Supply Corporation, serving in Gregg and Smith consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of April 22, 2019.
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 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 Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 22 day of April, 2019.

  
\_\_\_\_\_  
President, Liberty City Water Supply Corporation

SEAL  
  
\_\_\_\_\_  
Secretary, Liberty City Water Supply Corporation

## **ATTACHMENT "H"**

- 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 or wastewater discharge from being correctly registered by a metering device or sewer tap due to adjusting the valve so that flow is reduced below metering capability.
  - 9) connection to any Corporation pipe(s) or appurtenances to acquire water or service, (flush valves, tanks, wells, treatment plants and main or service lines).

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 Subsection 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 or wastewater 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 or sewer tap. 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 or sewer tap

(See Subsection E. 17.) Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. 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 Paragraph 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 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 designed 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 member that utilizes water within their residence or property for commercial purposes may be required to obtain a separate meter. 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. **This "sharing" of water will constitute a "fill only" requirement. No hoses or lines can be permanently or semi-permanently connected between the customer/member service and the RV or travel trailer.** If the recreation vehicle/travel trailer is being used for an additional residence, this Tariff requires that an additional membership be secured and a separate meter installed. 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. Requirements for Mandatory Sewer Connection.** – Effective March 24, 2003, the installation of any private on-site wastewater treatment or holding facility on property within the Corporation's certificated service area which is less than 300 feet (measured from boundary line of the property to the nearest point of the Corporation's wastewater collection system along a