

MASTER FILE

WATER TARIFF  
FOR  
LEIGH WATER SUPPLY CORPORATION  
342 BYRD CIRCLE  
KARNACK, TEXAS 75661

CCN 10413

Reviewed by Committee December 2024

Approved by the Board of Directors December 11, 2024



Carl Shelton  
President



Brenda Walker  
Secretary/Treasurer

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## SECTION A

### RESOLVED BY THE BOARD OF DIRECTORS OF THE LEIGH WATER SUPPLY CORPORATION THAT:

1. This Tariff of Leigh Water Supply Corporation, serving:  
Northeastern Harrison County, Texas.

Consisting of Sections, A through G, inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors June 3, 2020 to the extent provided in Paragraph 2 hereof.

2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.
3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this tariff.
4. An official copy of this policy shall be available to the membership of this Corporation during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges.
5. This Tariff shall take effect immediately upon its approval, unless otherwise stated, as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable authority, promulgated under any applicable State or Federal Law, 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 thereby.

## SECTION B

### SECTION B – STATEMENTS

1. ORGANIZATION - The Leigh Water Supply Corporation is a member-owned, non-profit corporation incorporated pursuant to the provisions of the Tex. Rev. Civ. Stat. Ann., art. 1434a as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., art. 1396, for the purpose of furnishing a potable water utility service. Corporation operation policies, rates, tariffs, and regulations are formulated and effected by a Board of Directors elected by the Members of the Corporation.
2. NON-DISCRIMINATION POLICY - Membership in the Corporation as service of water is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex or marital status.
3. RULES APPLICATION - The rules and regulations specified herein apply to the water services furnished by Leigh Water Supply Corporation, also referred to as Corporation, or LWSC. Failure on the part of the Member, Consumer, or Applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors of the Corporation.
4. CORPORATION BYLAWS - The Corporation has adopted bylaws that establish the make-up of the Board of Directors, establish the membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the water system. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office during normal office hours.

5. FIRE PROTECTION RESPONSIBILITY - Fire hydrants, installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. The Corporation reserves the right to remove any fire 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.
6. DAMAGE LIABILITY - The Leigh Water Supply Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the LWSC is the extent of the cost of the 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's office. These records may, upon request, be examined by any Member of the Corporation. The records may not be removed from the Corporation's office and the Corporation staff reserves the right to require reasonable notice of requests for information and the opportunity to consult its governing body and/or legal counsel prior to disclosure. A reasonable charge may be assessed anyone requesting copies of records.
8. Grievance procedures - Any member of the corporation or individual demonstrating 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 for discussion and resolution. If not resolved to the satisfaction of the aggrieved party, then.
  - b. By presenting a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.
  - c. The President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.

- d. The President shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.
- e. The Board of Directors, committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.
- f. Any hearings, by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the board.
- g. The Board of Directors shall act upon the information available and direct the President or other representatives to respond to the complaint by communicating the Board's decision in writing.
- h. Any charges or fees contested, as a part of the complaint, and in review by the Corporation under this policy shall be reviewed and a final decision shall be made by the Board of Directors. The Board's decision shall be final.

## SECTION C

### SECTION C – DEFINITIONS

**ACTIVE SERVICE** – Service status of any member receiving authorized water service under the provisions of this Tariff.

**APPLICANT** – Person, partnership, cooperative corporation, corporation, agency, public or private organization of any character applying for service with the Leigh Water Supply Corporation.

**BOARD OF DIRECTORS** – The Board of Directors elected by the members of the Leigh Water Supply Corporation or as otherwise provided for in the bylaws. The Directors thus elected shall be a member of the corporation and in good standing as a member.

**BYLAWS** - The rules pertaining to the governing of the Leigh Water Supply Corporation adopted by the Corporation Members.

**CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)** – The authorization granted under Chapter 13 of the Texas Water Code for Leigh Water Supply Corporation to provide water utility service within a defined territory. Leigh Water Supply Corporation has CERTIFICATE NUMBER 10413. Territory defined in the CCN shall be the Certificated Service Area.

**CORPORATION** – The Leigh Water Supply Corporation.

**DISCONNECTION OF SERVICE** – The locking or removal of a water meter to prevent the use of water by a member/consumer.

**EASEMENT** – A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future maintenance, facility replacement, and/or installation of additional pipelines.

**FINAL PLAT** – A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having authority over approval of the design, planning and

specifications of the facilities of such subdivision. The Leigh Water Supply Corporation shall determine if the plat submitted for the purposes of this Tariff shall qualify as a final plat.

**FRONT-END CAPITAL CONTRIBUTION (Construction Fee)** – A fee assessed of new Applicants, including reconnect applications for water service, for the purpose of acquiring capital to defray the costs of expanding the system facilities in order to meet the customer growth needs of the Corporation. This fee is charged for each meter equivalent or lot/tap for which service has been requested.

**HAZARDOUS CONDITION** – A condition which jeopardizes the health and welfare of the Member/Consumers of the Corporation as determined by the Corporation or regulatory authority.

**METER DAMAGE CHARGE**- The second time a metering device is damaged the customer shall pay all costs related to the repair of that meter.

**MINIMUM MONTHLY CHARGE** – The term Minimum Monthly Charge is used to define the monthly charge assessed each Member of the Corporation utilizing service or each Member who has the opportunity to utilize the service via a metering device installed by the Corporation. In the text of the tariff, minimum monthly charge may be used generically to describe Minimum Monthly Charge or Reserved Service Charge, the two monthly charges assessed each Member entitled to service. (See definition of Reserved Service Charge.)

**INDICATION OF INTEREST FEE** – A fee paid by the potential Member of the Corporation for the purpose of aiding the Corporation officials in determining the feasibility of construction and/or expansion project. This indication of Interest Fee may be converted to a Membership Fee upon determination of that service to the Applicant is feasible and available. Upon such conversion, the Applicant may then further qualify as a Member of the Corporation. The membership fee is non-refundable.

**PERSON** – Any natural person, partnership, cooperative corporation, association, private corporation, agency or public or private organization of any character.



RENTER – A consumer who rents property from a member and may otherwise be termed a lessee or tenant.

RE-SERVICE – Providing service to an Applicant at a location for which service previously existed and now requires a fitting of a metering device into an existing setting and requiring modifications to the setting in order to restore service. The cost of such re-service shall be based on justifiable and reasonable cost to the Corporation for restoration of service including construction fee.

SERVICE APPLICATION AND AGREEMENT – Is a written agreement between the member/Applicant and the Corporation outlining the responsibilities of each party regarding the service of water.

RESERVED SERVICE CHARGE – A minimum monthly charge assessed each member who has applied for service with the Corporation but has delayed the installation of meter(s) on the lot or property for which service has been requested. The purpose of this fee is to reserve service capacity at a desired location pending a decision on the part of the member of where to locate the meter. This fee is paid monthly in lieu of a Minimum Monthly Charge until such time as a lot may be sold and a meter connection provided as requested. The reserved Service Charge shall be cost-based to defray actual cost of service to the property for which service has been requested.

SERVICE CLASSIFICATION – A type of service which warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type application, etc., as determined by the Corporation upon evaluation of the service requirements of the Applicant or member.

SURRENDERED MEMBERSHIP – A membership in which service has been discontinued upon request of the member. The membership fee is a one-time paid non-refundable membership.

TARIFF – The Corporation's published rates, fees, and conditions of service.

TRANSFEREE – An Applicant receiving a Leigh Water Supply Corporation Membership by legal means from a person or entity desiring to forfeit and transfer current rights to membership to another person or entity.

TRANSFEROR – A member who transfers membership by legal means to another person or entity desiring to qualify for service to a property for which the membership is currently issued or to the Corporation.

## SECTION D

### SERVICE RULES AND REGULATIONS

#### SERVICE ENTITLEMENT

An Applicant shall be considered fully qualified and entitled to water 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 by this Tariff.

#### APPLICATION PROCEDURES AND REQUIREMENTS

For the purposes of this Tariff, service request by an Applicant and provided by the Corporation shall be divided into the following two (2) classes:

1. Standard services is defined as services 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 only 5/8" X 3/4" to 3/4" sized meter services set on existing pipelines.
2. Non-Standard service is defined as any service applied for which is not standard service. In addition to the following requirements for service, service requirements prescribed by Section F of this Tariff shall be required of the Non-Standard service Applicant prior to extension of such pipelines, and/or service facilities.
3. The Corporation's service application and agreement form shall be completed in full and signed by the Applicant.
4. A right-of-way easement form, approved by the Corporation, must be completed by the Applicant for the purpose of allowing future extension or facility additions to improve service to future Applicants.
5. The Applicant shall provide proof of ownership or title to the property, for which service has been requested in a manner acceptable to the Corporation.

6. All service applications approved, and cost of service fees quoted by the Corporation shall be presented to the Applicant in writing and shall stand approved as quoted cost for a period not to exceed thirty (30) days. After 30 days, each Applicant shall re-apply for service under the terms of this tariff.
7. If the water main has been located in the public right-of-way and is adjacent parallel to Applicant's property due to the current landowner's refusal to grant easement to the Corporation for the purposes of installing the water main and appurtenances, and the Corporation has documentation of such refusal on file, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for relocation onto the Applicant's property pursuant to such easement.

#### ACTIVATION OF STANDARD SERVICE

1. NEW TAP – The Corporation shall charge a non-refundable service installation fee as required under Section G of the Tariff. The service installation fee shall be quoted in writing to the Applicant. All other fees shall be paid in advance of installation or in advance of reservation of service capacity including, as applicable, the membership fee, any easement fees, and the front-end Capital Contributions as required under Section G of this Tariff.
2. RE-SERVICE – On property where service previously existed, the Corporation shall charge the membership fee and labor, construction fee and material costs necessary to restore service. This fee shall be cost based.
3. PREFORMANCE OF WORK – After all applicable fees are paid and approval is granted by proper authorities, all tap, and equipment installations specified by the Corporation shall be completed by the Corporation staff or the Corporation's designated representative. The tap shall be completed at the earliest date possible as determined by the corporation after receipt of payment of quoted installation fees.

## ACTIVATION OF NON-STANDARD SERVICE

1. Activation of non-standard service shall be conducted as prescribed by the terms of Section F. of this Tariff.
2. Re-service – The same terms which apply under the activation of standard service sub-section or re-servicing shall be applied to non-standard re-service requests.

## CHANGES IN SERVICE CLASSIFICATION

If at any time the Corporation determines that the customer service needs change from those needs originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, and in accordance with the terms and conditions of this Tariff. Applicant/member failing to comply with this provision shall be subject to disconnect with notice provisions of this Tariff.

## MEMBERSHIP

1. 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 membership transferees.
2. Transfer of Membership
  1. A member is entitled to transfer membership in the Corporation without the prior approval of 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 of 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 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, 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 not be binding on the Corporation until such transfer has been approved.
3. Qualifications for water service upon transfer of membership shall be subject to approval by the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
  - a. The transferor and transferee have completed a transfer authorization form:
  - b. The transferee has completed the required application packet.
  - c. All indebtedness due the Corporation has been paid; and
  - d. The transferee demonstrates satisfactory evidence of ownership of the property designated to receive service from which the membership originally arose.
4. Cancellation of membership – To keep a membership in good standing, a minimum charge must be paid monthly to the Corporation, even if no water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the members' membership standing. A member may be relieved of this obligation to pay by surrendering the membership to the Corporation. The member shall also complete a service discontinuance request form prior to termination of service. However, a member is not relieved of any obligations incurred prior to the date of surrender of 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.
5. Cancellation due to policy non-compliance – The Corporation may cancel a membership anytime a member fails to comply with 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.
6. Re-assignment of Cancelled membership – The Corporation, upon cancellation of membership under the provisions of this Tariff, will re-assign the membership rights thereby granted to

any person who satisfactorily demonstrates eligibility for membership, including but not limited to proof of ownership of the property from which the membership arose.

### OWNERS OF RENTAL PROPERTY

The Corporation shall bill a renter/lessee in accordance with the provisions in this tariff. However, if the member's account becomes delinquent, the renter/lessee may pay the Corporation for all charges to avert disconnection or to reconnect water service.

### OWNERS AND RENTERS

Any Leigh Water Supply Corporation member renting or leasing property to other parties are responsible for all charges due the Corporation in the event a renter or lessee leaves the Corporation with any unpaid bills. The Corporation will bill the renter or lessee for water services 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. The member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the member of the renter's past due payment status subject to service charges.

### DENIAL OF SERVICE

The Corporation may deny service for the following reasons:

- a. Failure of the Applicant or transferee to complete all required forms and pay 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 the Applicant or transferee to provide representatives or employees of the Corporation reasonable access to property for which water service has been requested and/or there is reason to believe that a hazardous condition may exist for which access is necessary to verify.

- e. Failure of Applicant or transferee to comply with all governmental rules and regulations of the Corporation 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, and/or
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

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) of the basis of its refusal. The Applicant may file for an appeal (in writing) with the Board of Directors of the Corporation.

#### INSUFFICIENT GROUNDS FOR REFUSAL OF SERVICE

The following shall not constitute sufficient cause for the refusal of service to Applicant:

- a. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months.
- b. Violation of Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interfere with the service of others, or other services such as communication services, unless the member has first been notified and been afforded reasonable opportunity to comply with said rules.
- c. Failure to pay a bill of another member as a guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service.
- d. Delinquency in payment for service by the previous owner of the premises to be served.
- e. Failure to pay for materials or charges for non-utility service provided by the Corporation.

## DEFERRED PAYMENT AGREEMENT

The Corporation may offer a deferred payment plan to a member 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.

## BILLING

Bills for water service shall be rendered monthly unless otherwise authorized by the General Manager or unless service is rendered for a period of less than a month. Payment of bill is due no later than the 15th of the month after issuance of the bill. A member's water service may be disconnected if the bill has not been paid by the 25<sup>th</sup> of the month.

## DISPUTED BILLS

In the event of a dispute between the customer and the Corporation regarding any bill, the Corporation shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the customer.

## METER READINGS

As a matter of general practice, service meters shall be read at monthly intervals, and as nearly as possible on the corresponding day of each meter reading period but may be read at other than monthly intervals if the circumstances warrant.

## RULES FOR DISCONNECTION OF SERVICE

The following describes the rules and conditions for disconnection of service.

**DISCONNECTION WITH NOTICE** – Water utility service may be disconnected for any of the following reasons after proper notification has been given:



1. Returned Checks – 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 appears in any form as insufficient by the bank or other similar institution as insufficient or non-negotiable for any reason. 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. The Board of Directors will establish the fee for returned checks from time to time. This fee will be posted in the collection office near the pay window. The first check that is returned shall be posted on the return list and collection, date and time of the collection will be placed on the list. The second returned check will receive a warning that the next returned check shall result in no more checks being taken from that person and go on the second check list. Names will be posted of those issuing two hot checks on inside wall at pay window as with the first, as they move to the third stage. The third returned check will result in no more checks will be accepted from that person.
2. Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.
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, bylaws, or special contract provided the Corporation has given notice of said failure to comply within a specified amount of time after notification.
5. Failure to provide 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.
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.

DISCONNECTION WITHOUT NOTICE- Water utility service may be disconnected without notice for any of the following conditions:

1. A known dangerous or hazardous condition existing for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.
2. Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for non-payment, and
3. In instances of tampering with the Corporation's meter or equipment, bypassing the meter or equipment, or other diversion of service.

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 services 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 under billing 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 to meter error.

**DISCONNECTION ON HOLIDAYS AND WEEKENDS** – Unless a dangerous condition exists or the member requests immediate disconnection for cause, 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.

**DISCONNECTION DUE TO UTILITY ABANDONMENT** – The Corporation may not abandon a certificated service area without written notice to its members and all similar neighboring utilities and approval from the Texas Water Commission.

**DISCONNECTION FOR ILL AND DISABLED** – The Corporation may not discontinue service to a residential member permanently residing in an individually metered dwelling unit when that member establishes that discontinuance of service will result in some person at the residence becoming seriously ill or more seriously ill if service is discontinued. Each time a member seeks to avoid termination of service under this sub-section, the member must have the attending physician call or contact the Corporation within 16 days of issuance of the bill. A written statement must be received by the Corporation from the physician within 26 days of the issuance of the utility bill. The prohibition against service termination shall last 63 days from the issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and member's physician. The member shall enter into a deferred payment agreement.

**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 billing shall be sent on the new change date unless otherwise determined by the Corporation.

**BACK-BILLING** – The Corporation may back-bill a member for up to six months for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a member's bill. Failure to pay the most recent six months' billing will result in disconnection of service. Back-billing shall not extend beyond current membership except in cases involving the transfer of a membership conditioned upon payment of delinquent obligations by the transferee.

**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 three months preceding or subsequent thereto, or during corresponding periods in previous years.

**BILLING ADJUSTMENT 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 4 of the Tariff including a service call 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 as far back as six months but not extending beyond current membership except in cases involving the transfer of a membership conditioned on payment of delinquent obligations by the transferee.

**METER TAMPERING AND DIVERSION** – For purposes of these sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as removing a locking or shut off device used by the Corporation to discontinue service, physically disorienting the meter, attaching objects to the meter to divert service or to by-pass, inserting objects into the meter, and other electrical and mechanical means of tampering with, by-passing, or diverting service. The burden of proof of meter tampering, by-passing, or diversion 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 meter-tampering as provided for in this section is initiated. A court finding of meter-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.

**METER RELOCATION** – Relocation of meters/taps shall be allowed by the Corporation provided that:

- a. No transfer of membership is involved.
- b. An easement for the proposed location has been granted to the Corporation.

- c. The property of the new location requested is owned by the current member of the meter to be moved.
- d. The existing tap location is contiguous to the proposed tap location, and.
- e. The member pays the actual cost of relocation plus any administration fees incurred by the corporation.

PROHIBITION OF MULTIPLE CONNECTIONS TO A SINGLE TAP – In order that the Corporation may maintain adequate records of the actual number of users on its system, to assure compliance with Texas Department of Health Rules and Regulations on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the Corporation's metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water consuming establishment currently receiving or planning to receive water service, either directly or indirectly for the Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized sub-metering of service shall be considered a multiple connection and subject to disconnection of service. If the Corporation has sufficient reason to believe multiple connections exist, the Corporation shall discontinue service under the disconnection with notice provisions of this tariff.

#### MEMBER'S RESPONSIBILITY

- A. The member shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. Members shall provide a key to locked gates. If the gate to the member's premises is locked, preventing the reading of the meter, and estimated bill shall be rendered to the member for the month and a notice shall be sent to the effect that entrance could not be gained and that a key should be furnished, or the gate unlocked for each reading period. Should the gate remain locked for three consecutive months after proper notification to the member, then service shall be discontinued, and the meter removed with no further notice.
- B. The member shall see that all plumbing connections shall be made to comply with the Texas Department of Health Rules and Regulations.

1. All connections shall be designed to ensure against 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.
  2. The use of pipe and pipe fittings that contain more than 8.0% 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. Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
- C. A member owning more than one 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 of water supply and metering equipment shall end at the point where the member connects to the equipment provided by the Corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to metering equipment owned and provided 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 provide a cut-off valve on the member's side of the meter for purposes of isolating the member's service pipeline and plumbing facilities for the Corporation's water pressure. The member's use of the Corporation's curb stop or other similar valve for such purpose is prohibited. Any damage to the Corporation's equipment shall be subject to a service charge.
- F. The Corporation shall require each member to provide a Customer Service Inspection Certificate as required by TCEQ for the site of the new connection or an existing connection should it be required.

## SECTION E

### GEOGRAPHIC AREA SERVED

Listing of Counties and Communities Served by Leigh Water Supply Corporation

Northeastern Harrison County.

## SECTION F

### NON-STANDARD SERVICE REQUIREMENTS

1. Corporation's Limitations - All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.
2. Purpose - The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary, and/or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, applications subject to this Section shall be defined as non-Standard.
3. Application of rules - This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of Directors of the Corporation 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 the Section.
4. Non – Standard Service Application - The Applicant shall meet the following requirements prior to the initiation of a Service Contract by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Service Application and Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.

- b. A final plat approved by the Corporation must accompany the application showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having authority over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be 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.
- c. At the time the Applicant tenders the application, a Non-standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.
- d. If after the service investigation has been completed, the Corporation determines that the Applicant's Service request for property outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:

- (1) The service location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificated Service Area of Public Convenience and Necessity.
- (2) The service location is not in an area receiving similar service from another utility, and
- (3) The service location is not within the Area of Public Convenience and Necessity of another similar utility.

- 5. Design - The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
  - a. The Corporation's Consulting Engineer shall design all service facilities for the Applicant's requested service within the Corporation's specifications or within certain codes and



specifications of neighboring municipalities for all Non-Standard Service Applications which lie within a five (5) mile margin around the boundaries of municipalities having authority over such design criteria (municipalities with a population greater than five thousand (5,000)).

- b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the Non-Standard Service Investigation Fee is allotted for engineering services. If the Applicant's service exceeds the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
- c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. If no local authority imposes other design criteria on the Applicant's service request, the Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat the right to upgrade design of service facilities to meet future demands, provided however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.

6. Non-Standard Service Contract - All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:

- a. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
- b. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Definition of Front-end Capital Contributions required by the Corporation in addition to the other costs required under this section.

- d. Definitions of monthly Reserved Service Charges as applicable to the service request.
  - e. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.
  - f. Definition of terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Front-end Capital Contributions.
  - g. Definition of 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 Agreement.
    - (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.
  - h. Definition of terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project contemplated.
  - i. Definition of terms by which the Applicant shall deed all construction facilities to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including any enforcements of warranties in connection with construction of the Applicant's project.
  - j. Definition of terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.
  - k. Definition of terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
  - l.
7. Property and Right-of-Way Acquisition - With regard to construction of facilities, the Corporation shall require private right-of-way easements on 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

Corporation shall require the Applicant to secure easements or title to facility sites on 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.

- b. All facilities required to be installed in public right-of-way on behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.
- c. The Corporation shall require an exclusive dedicated right-of-way 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 facilities.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

8. Bids for Construction - The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with general accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall award the contract to the lowest and best bidder in accordance with the following criteria:

- a. The Applicant shall sign the Service Contract noting 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, and
  - f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.
9. 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 Service Contract.
10. Construction.
- a. All road work pursuant to county and/or municipal standards (if 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, road sleeves 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 that Corporation standards are achieved.
  - c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation to the Applicant's facility. All change-order amounts shall be charged to the Applicant.

## SECTION G

### RATES AND SERVICE FEES

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

1. SERVICE INVESTIGATION FEE - The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. The Corporation shall make an initial determination, without charge, as to whether the service requested 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 and all applicable cost 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 subjected to a fee, unique 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 provide cost estimates of the project, to present detailed plans and specifications as per final plat, to advertise and accept bids for the project, to present a Non-Standard Service contract to the Applicant, and 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.)
2. MEMBERSHIP FEE - A membership fee of \$100.00 must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the Corporation. Should the application not be completed, and the meter not placed the membership fee will be returned to the Applicant.

3. 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 secure easements on 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 cost may include all legal fees, filing fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant.
4. INSTALLATION FEE -The Corporation shall charge an installation fee for service as follows:
  - a. Standard Service shall include all current labor, materials, engineering, legal, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed. (See Rate Schedule for current tap fee).
  - b. Non-Standard Service shall include any and all construction labor and materials, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this tariff.
  - c. Standard and Non-standard Service Installations shall include all costs of any pipeline relocations.
5. FRONT-END CAPITAL CONTRIBUTIONS - In addition to the Membership Fee, each Applicant shall be required to contribute capital in an amount projected to defray the cost of upgrading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing or reserving service on a per residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. (See Rate Schedule for current Front-end Capital Contribution Fee.)
6. LATE PAYMENT FEE - A Penalty for each billing period shall be made on delinquent bills.

7. 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 the 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 returned check charge.
8. RECONNECT FEE - The Corporation shall charge a fee for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this tariff.
9. 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 actual costs for all labor, material, and equipment needing repair, replacement, and/or other Corporation actions. This fee shall be charged and paid before the 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, or 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. 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.

SECTION 4 – RATE SCHEDULE  
Residential

4.01 Rate schedule RU-1 Original System, Residential, Farm, Single Users

Minimum Rate .....\$25.00 per Month

0 - 2,000	\$9.50
2,001 - 4,000	\$9.75
4,001 - 6,000	\$10.00
6,001 - 8000	\$10.25
8,001 - 10,000	\$10.50
10,001 - 15,000	\$10.75
15,001 - Above	\$11.00

Sewer Rate..... \$8.00 per 1,000 gallons

Meter Replacement Charge.....\$75.00

Reconnect Fee .....\$75.00

Service Charge .....\$25.00

Meter Calibration (Test Fee).....Actual cost

Meter Damage Fee.....Actual cost-plus labor

Membership Fee.....\$100.00

Capital Contribution Fee.....\$200.00

(Aid in Construction)

All new connections shall be calculated at the time of installation and the customer will be advised of the charges and those estimates shall be good for a 30-day period.

Returned Check Service Charge .....\$40.00

Late Payment Fee.....\$15.00

Filing Fee ..... Actual Cost

Tap fee is the actual cost of labor and materials to install meter.

Effective January 1, 2024



SECTION 4 – RATE SCHEDULE  
Commercial

4.01 Rate schedule RU-1 Original System, Residential, Farm, Single Users

Minimum Rate .....\$33.00 per Month

0 - 2,000	\$9.50
2,001 - 4,000	\$9.75
4,001 - 6,000	\$10.00
6,001 - 8000	\$10.25
8,001 - 10,000	\$10.50
10,001 - 15,000	\$10.75
15,001 - Above	\$11.00

Meter Replacement Charge.....\$75.00  
Reconnect Fee .....\$75.00  
Service Charge .....\$25.00  
Meter Calibration (Test Fee).....Actual cost  
Meter Damage Fee.....Actual cost-plus labor

Membership Fee.....\$100.00

Capital Contribution Fee.....\$200.00  
(Aid in Construction)

All new connections shall be calculated at the time of installation and the customer will be advised of the charges and those estimates shall be good for a 30-day period.

Returned Check Service Charge .....\$40.00

Late Payment Fee.....\$15.00

Filing Fee ..... Actual Cost

Tap fee is the actual cost of labor and materials to install meter.  
Effective January 1, 2024