

TOWN OF HOLIDAY LAKES, TEXAS **UTILITY SERVICE REGULATIONS**

I. PURPOSE

These regulations are designed to insure fair, consistent, courteous and safe provisions of utilities to all customers of the Town of Holiday Lakes. All previous rules and policies which are in conflict with these regulations are superseded. The town covenants that its utilities will be provided in conformance with applicable laws of the United States and the State of Texas, including the making and collecting of reasonable and sufficient rates for operation of its utility systems.

II. SERVICE CONTRACT AND SERVICE AGREEMENT

When a customer desires to be supplied services by the Town, an APPLICATION FOR SERVICE form shall be filled out and properly executed. Persons residing in a newly constructed home or a mobile home just moved into the Town shall be required to submit a copy of the Building permit issued by the Town with the APPLICATION OF SERVICE. Such application shall constitute a service contract until canceled by either party. The application must be signed in person by the applicant or a duly authorized agent. A valid photographic identification will be required. Service contracts are binding upon the heirs, legal representatives and successors of the customer, but are not assignable or transferable. The Town shall rely upon information supplied by the applicant, and shall not be held responsible for false or misleading information contained in the APPLICATION FOR SERVICE. Deliberately false or misleading information supplied by the applicant shall be cause for immediate termination of service.

In order for the Town to protect the drinking water supply from contamination or pollution which could result from improper plumbing practices, each new customer must sign a SERVICE AGREEMENT which serves to notify said customer of the plumbing restriction. Additionally, when service to an existing connection has been suspended or terminated, the Town will not re-establish service until a signed copy of the SERVICE AGREEMENT has been properly executed and filed with the Town.

III. REFUSAL OF SERVICE

Utility service to an applicant may be denied until all applicable regulations have been met, and for the following reasons:

1. Inadequate Facilities

If applicant's facilities or installation is of such a nature that satisfactory or safe service cannot be given, which includes but is not limited to a properly installed septic system on property with residential quarters; or

2. Indebtedness

If applicant has any outstanding indebtedness to the Utility Department; and if such indebtedness is in dispute, the applicant will be served by the Town utilities upon posting a pre-settlement deposit for the disputed amount, to be retained by the Town until such date that a final determination is made. Upon settlement, the deposit shall either be refunded or retained by Town. Indebtedness shall include, but not be limited to the prior charges for service at the specified address, an obvious attempt to circumvent paying the utility bill at such residence is made by attempting to place the service in a family member or relative's name or the establishing of service in a friend's name, all the while maintaining residency and the account is delinquent.

3. *Prior Unpaid Balances*

An applicant with a prior unpaid balance will be denied new service until the previous outstanding balance is paid in full. Further, in addition to the stipulated deposit, you will be required to pay an additional \$100.00 deposit.

IV. SUSPENSION OF SERVICE

When a hazardous breach of service occurs on the customer side of the point of delivery, or such event serves to jeopardize service to other customers on the system, the Town reserves the rights to suspend customer service, without notice, until such situation is corrected.

V. DISCONTINUANCE OF SERVICE

Utility service may be discontinued for any of the following reasons:

1. **Failure to pay utility bills**
2. **Returned checks** (*No notification is required*)
3. **Violation of Town utility regulations**
4. **Theft of service**
5. **Failure to discontinue or correct a known dangerous or unwarranted condition.**
6. **Inability to obtain reasonable access to utility meters.**
7. *All delinquent accounts must be brought to a current status before reconnections are initiated.*

VI. SERVICE RULES

1. Meter Readings

Under normal circumstances, customer meters will be read starting on the 15th day of the service month, or the next succeeding working day if the 15th is on a weekend. If meters cannot be read because of dogs, cars, brush, etc., a notation shall be made by the meter reader, and the utility office shall estimate the meter reading based upon average usage. The customer will be notified by certified mail that the problem must be resolved before the next meter reading, or the service will be disconnected. Correction of estimated reading, when necessary, will be made in the next succeeding month following removal of problem.

2. Billing

The current bill, water and/or garbage, is due and payable on the first of the month, and if not paid by the tenth of the month, on the eleventh day, a late fee of \$25.00 will be added to the bill. Any unpaid portion of a bill exceeding the amount of \$5.00 will initiate the assessment of the stipulated penalty.

3. Delinquent Bills

On delinquent bills, payment extensions may be granted no more than two times annually. The procedure for defaulting on a payment plan would entail immediate disconnection until the bill is brought to a current status. Defaulting will result in no further extensions being granted for a period of one year.

If a bill is not paid by the eleventh day of the service month, a disconnection list will be prepared on the eleventh day of the service month. Service will be disconnected on the 15th of the service month. A follow-up shall be conducted to ascertain that water has NOT been reconnected by the customer.

- A. If water is reconnected by the customer, this could be considered theft of service. A fee of \$100.00 will be assessed to the already delinquent account. Until this assessed fee and all delinquent amounts are paid in full, the meter and service will NOT be restored.
- B. If this occurs more than two times, charges of theft of service will be filed in Brazoria County. The City Council will be informed of the matter and they will make the decision to continue or discontinue services to that customer.
- C. Senior Citizens and/or disabled residents, who regularly receive their government checks between the 11th and 25th of each month may be permitted to pay their monthly bills during this time frame, without penalty, providing official documentation is presented, and approved, prior to the bill reaching a delinquent status.

4. Reconnects

Upon payment of all past due amounts and such other payment necessary to bring the account to a current status, including the gross amount of the bill, plus payment of the reconnection fee, utility service shall be restored. After-hours reconnection fees are in addition to regular fees.

5. Life Support

In the event that Town Utility service is necessary to sustain a life support system, customers shall be required to notify the Town, in writing, in advance that such

necessity exists, and the conditions and terms of such necessity. The Town reserves the right to verify such necessity, including the requirement of supporting medical documentation. Life support utility service shall not be discontinued by the Town for non-payment of bills, unless the customer so affected has been personally notified of the Town's intent to discontinue service and given not less than thirty calendar days to resolve the financial deficiency. Emergency backup system shall be the customer's responsibility.

6. Deferred Payment Plan

In life support cases, or extreme hardship cases, requests shall be submitted, in writing, to the City Secretary. Documentation of stated hardship shall be required. Upon reaching a decision by the appropriate officials, you will be notified, in writing. Your utility service may be continued provided:

- A. Current utility bills are maintained on a current basis.
- B. A reasonable time payment plan is accepted by the Town in payment of all delinquent utility accounts, as well as all penalties, and such time period shall not exceed three months.
- C. An amount not to exceed \$350.00 of water tap fee may be remitted in four monthly consecutive installments of \$100.00, \$100.00, \$100.00 and one final payment of \$50.00.
- D. Extension Plan. If you are unable to pay your bill by the 15th of the service month, you may request an extension date for that particular month. You must personally sign the request form which will be countersigned by the Town, if approved.

7. Garbage

A garbage collection fee will be charged for each water meter in service. Residences maintaining water and not utilizing the Town's water system will be charged a monthly garbage collection fee. As provided in Ordinance No. 96-02, Section 12, if a partial payment is submitted, said partial payment shall be first applied to the garbage fee and, secondly, to the penalty, if any. Any remaining

monies shall lastly be applied to the water fee. If you are a garbage customer only, your polycart will be reclaimed and the solid waste contractor notified that your service be discontinued until full payment is received. All residents shall be required to pay a monthly garbage fee, no exceptions. Ordinance No. 96-02 prohibits the transporting of garbage over the streets of the Town and the State of Texas prohibits the burning of household garbage or any other debris such as limbs, twigs, leaves, etc. The garbage fee will be billed monthly with the water bill. The fees charged for these services shall be categorized as Residential (one polycart); Residential (two polycarts); and Commercial. Fees are itemized in VIII. A customer with less than six months residency will be required to pay a prorated fee determined on a percentage basis by the solid waste provider based on the current rate paid by the Town.

These rates may change from time to time as necessitated by operational costs and by a favorable vote of the City Council of the Town of Holiday Lakes, Texas, present and voting.

8. Request For Termination Of Service

When a customer requests the termination of service by the Town, A REQUEST FOR TERMINATION APPLICATION will be submitted and properly executed. Said application shall constitute a Termination Contract between the customer and the Town. The application must be signed in person by the applicant or a duly authorized agent. Valid photographic identification will be required. Termination of Service will require that all fees for past services be paid in full or arrangements made for timely payments. If customer fails to execute the REQUEST FOR TERMINATION, all accruing expenses will be billed to that customer. The Town shall not be held liable for false or misleading information contained in the REQUEST FOR TERMINATION APPLICATION.

VII. DEPOSITS

1. Required deposits for all customers shall be as follows:
 - A. Customers currently on the water system on date of acquisition by the Town shall not be required to pay a deposit; however, should the account become delinquent and result in disconnection, a reconnection fee in addition to the outstanding balance will be due. A customer whose

service is disconnected two times during a 120 day time frame shall be required to remit an additional deposit of \$100.00.

- B. All new customers shall be required to pay a deposit in the amount of \$154.00, plus a non-refundable connection fee in the amount of \$50.00.
 - C. Deposits shall not be waived for letters of credit or co-signers.
 - D. A deposit will not be required for public schools, governmental agencies or churches.
2. A deposit for temporary or seasonal service may be required by the Town in such amounts as determined by the City Council to be sufficient to protect the Town against the risk of loss of payment for services.
 3. Upon discontinuance of service, the deposit shall be applied to the payment of the final utility bill, with any negative balance billed to the customer, or a positive balance being refunded to the customer upon request. A transfer of service from one premise to another shall not be deemed discontinuance, but all service charges for such transfer shall apply.
 4. Interest shall not be paid by the Town on deposits.
 5. Unclaimed deposits shall be maintained on the Town's records for two years. After any such funds have been unclaimed for two years, notice shall be published in a newspaper of general circulation within Brazoria County, Texas, stating that funds on account of utility customers of the Town of Holiday Lakes, unless claimed within twenty-one days become the property of the Town of Holiday Lakes. Such notice shall be published one time and shall list the names of the customers having funds on deposit.

VIII. FEES

The following fees shall be charged for services:

1. (Water lines only, including meter).....\$ 350.00
2. Water Deposit.....\$154.00

3.	Initial Connection Fee.....	\$ 50.00
4.	Reconnection Fee.....	\$ 30.00
5.	Accuracy Test.....	\$ 25.00
6.	Returned Check Charge.....	\$ 35.00
7.	Research Account (Customer Request)	\$ 25.00 + \$8.00 per hour
8.	Base Rate (First 5,000 Gallons).....	\$ 46.00
9.	Rate per thousand gallons in excess of base rate:	
	5,000 to 9,001.....	\$ 1.50
	9001 to 12,000.....	\$ 3.00
	12,001 and up.....	\$3.50
10.	Monthly Residential Garbage Fee Including Tax.....	\$37.00
11.	Monthly Residential (2 Polycarts) Including Tax.....	\$42.00
12.	Monthly Commercial Garbage Fee Including Tax.....	\$ 80.01
13.	Monthly Flat Rate for Non Resident (Under 1000 Gallons).....	\$ 23.00
14.	Late Fee (Penalty).....	\$ 25.00
15.	Mail Box Deposit.....	\$ 25.00
16.	After Hours Reconnection Fee.....	\$ 60.00
17.	Construction Dumpster (billable in three installments*).....	\$275.00
18.	Afterhours Callout Fee (Problem on Customer's Side of Meter).....	\$ 60.00

*This fee will be included on your monthly utility bill. It is expressly stipulated that all payments shall be applied firstly to the garbage service, secondly to the penalty, if any, and thirdly, to the water service. Should the account become in arrears, the water service will be disconnected until the account is current.

These rates may change from time to time as necessitated by operational costs and debt retirement by favorable vote of the City Council of the Town of Holiday Lakes, Texas, present and voting.

IX. ADJUSTMENTS

If a meter accuracy test discloses a registration error greater than four percent, all customer bills affected by such error shall be appropriately adjusted, based on the best information available, except that adjustments will not be retroactive more than one year or to the last meter test, whichever was more recent. If an accuracy test is conducted at the request of the customer, and such test reveals the meter registering correctly with the established limits, the customer shall pay the cost of the accuracy test. If an obviously over-read has been billed to an account, an adjustment shall be made based on the reread reading and the last known true reading from the meter or the best information available. If an over-read occurred, the customer shall not be charged an accuracy test fee.

X. COMPLAINTS

The Town shall investigate customer complaints. A written record of the details of all customer complaints shall be maintained for a period of one year.

XI. APPEALS

A customer may appeal the application of any provision of these service regulations to the City Council whose administrative decision is final.

XII. SUPPLYING AND TAKING OF SERVICE

1. Supply of Service

The Town of Holiday Lakes utility services are supplied at rates which are established by the City council, and amended from time to time. The Town shall

bear no responsibility for any occurrence or condition beyond the point of delivery of service.

Continuity of Service

The Town shall have no liability and provides no guarantee against irregularities or interruptions in service. Without incurring any liability, the Town may change or interrupt utility service when necessary for maintenance, repairs, or system improvements. The customer will hold the Town harmless from and against all claims for injury or damage to persons or property arising from irregularities or interruptions of the delivery of services. A twenty-four hour advance notice will be posted to planned interruptions. Attempts will be made to notify those identified under Section VI, item 5, when unplanned interruptions occur.

3. Customer Responsibility

The customer assumes all responsibility for any occurrence or condition on the customer's side of the point of delivery. The customer shall not utilize any Town utility service for resale, except by means with the town for that purpose. All utility apparatus, materials, and workmanship installed by the customer shall meet all applicable laws and be selected and maintained with the intent of obtaining the maximum in safety, efficiency and protection of facilities. The customer has the obligation to notify the Town before making any substantial change in obligation for service that is indicated on the APPLICATION FOR SERVICE. The customer has the responsibility to protect Town service apparatus on customer's premise from any use, repair, alteration or damage by anyone other than employees or agents of the Town. The meter is required to be located in a meter box with a cover. Should it become damaged through negligence of the customer, the replacement costs will be billed to the customer. The customer is financially responsible for loss of water on the consumer's side of the point of delivery, unless such loss is due to negligence on the part of the Town. When a new or reconnection of utility service is made, the customer must be physically present at the site of the meter, or else must present to the Town a signed statement of release of liability for such action.

4. Town Inspection

The Town retains the right, but does not assume the duty, to inspect customer's installations at any reasonable time, and to take appropriate action in the event

such installations do not conform to the regulations herein. Any customer who obtains utility service from the Town by circumventing or tampering with the Town utility metering device or appurtenance, or by any other means, damages any facility, or interferes with the intended manner of providing utility service shall be in violation of these regulations. Evidence of such violation of these regulations shall be prima facie evidence of intention to defraud the Town and prosecution will occur as provided by law.

5. Landlord's Responsibilities

It shall be the responsibility of the landlord to notify City Hall when property is rented, as well as apprising the tenant of the necessity of making an application for water service and or/ garbage service prior to occupation of the rented premises. Failure to do so will result in the landlord being billed for said service.

XIII. CONSUMER ASSENT

All provisions of the regulations shall be deemed to be incorporated into a contract between the Town of Holiday Lakes and its customers, and by the act of applying for and accepting utility service from the Town, customer assents to the knowledge and acceptance thereof, as evidence by the signing of the APPLICATION OF SERVICE.

IX. NONLIABILITY

Neither the Town nor its officers, agents, employees, accountants, nor contractors shall be liable to any person other than the Town of Holiday Lakes for any act of omission, or condition in any way related, directly or indirectly, to this policy.

THIS DOCUMENT IS THE ORIGINAL UTILITY SERVICE REGULATIONS APPROVED ON THE 16TH DAY OF AUGUST, 1993; AN AMENDEMNT APPROVED ON THE 15TH DAY OF AUGUST, 1994; AN AMENDMENT APPROVED ON THE 19TH DAY OF SEPTEMBER, 1994; AN AMENDMENT APPROVED ON THE 10TH DAY OF JULY, 1995; AN AMENDMENT APPROVED ON THE 1ST DAY OF APRIL, 1996; AN AMENDMENT APPROVED ON THE 15TH DAY OF JULY, 1996; AN AMENDMENT APPROVED ON THE 23RD DAY SEPTEMBER, 1996; AN AMENDMENT APPROVED ON THE 16TH DAY OF

JANUARY, 1997; AN AMENDMENT APPROVED ON THE 10TH DAY OF MARCH, 1997; AN AMENDMENT APPROVED ON THE 16TH DAY OF FEBRUARY, 1998; AN AMENDMENT APPROVED ON THE 28TH DAY OF DECEMBER, 2005; AN AMENDMENT APPROVED ON THE 16TH OF APRIL, 2007; AN AMENDMENT APPROVED ON THE 24th OF JULY, 2007; AN AMENDMENT APPROVED ON THE 21ST DAY OF APRIL, 2009; AN AMENDMENT APPROVED ON THE 17TH DAY OF NOVEMBER, 2009; AN AMENDMENT ON AUGUST 31, 2010; AN AMENDMENT ON DECEMBER 14, 2010; AND AN AMENDMENT ON JANUARY 18, 2011.

READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF HOLIDAY LAKES, TEXAS, ON THIS 18TH DAY OF JANUARY, 2011.

Norman C. Schroeder
NORMAN C. SCHROEDER, MAYOR
TOWN OF HOLIDAY LAKES, TEXAS

Donna J. Brown
DONNA J. BROWN, CITY SECRETARY
TOWN OF HOLIDAY LAKES, TEXAS