

CITY OF BASTROP

UTILITY POLICY

Approved 08/09/2016

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101. DESCRIPTION OF OPERATIONS

The City of Bastrop, Texas (“City”) owns and operates electric, water and wastewater systems, which provide electric, water and wastewater utility services to existing Customers and Applicants requesting service within the City's service areas under the Rules and Regulations provided herein and as approved or modified from time to time by the City Council of the City of Bastrop.

Fees that are included in customers’ utility statements include, water, electric, wastewater (sewer), night light fees, and solid waste (garbage) for contractual services for waste collection within the City limits. Other fees may be included in utility statements, as approved by City Council in the future.

Under no circumstances will the customer be allowed to have only partial services with the City of Bastrop. Depending on the services available at each location, the electric, water, wastewater, and solid waste will be treated as active and billed accordingly.

From time to time, the City identifies the need to implement conservation plans related to utility service and use. On such occasions, this information, including instructions for compliance with the proposed conservation plan, is provided to all utility customers of the City. Compliance with any City conservation plan is required to insure continued utility service.

102. AREAS OF SERVICE

102.1 Electric Service Area

In accordance with State law, the City currently provides electrical service to customers within its own permitted service area and, thus, is currently exempt from electric deregulation.

The City provides electric service in an area, which is singly certified by the Public Utility Commission of Texas. Most of the City's service area is within the corporate limits of the City and the City will extend service to any Applicant applying for such service under rates, rules and regulations approved by the City Council.

Electric service will be offered and extended only to Applicants whose consuming facilities are located within the City's certificated electric service area.

102.2 Water and Wastewater Service Areas

The City's water service area is certificated under Texas Commission Environmental Quality 11198. This service is generally limited to the incorporated areas of the City.

The City's wastewater service area is certified under Texas Commission Environmental Quality 20466. This service area is also generally limited to the incorporated areas of the City.

Water and wastewater service will be offered and extended only to Applicants whose facilities are located within the City's certificated water and wastewater service areas, except that the City may, upon request by Applicants outside the existing service areas, extend water and/or wastewater service to areas outside the existing service areas only if the extension of the requested service is deemed beneficial to the City. The provision of service outside the City's existing service areas will be performed only upon City Council approval authorizing the requested extension of service. In addition, Applicants may be required to provide funding, comply with specific conditions, and/or provide other services as a precondition to receiving service. Service to Applicants outside the existing service area may also be dependent upon the written receipt of concurrence from the utility provider certificated to serve the area, if applicable.

103. ADMINISTRATION OF RULES AND REGULATIONS

The City Manager, Chief Financial Officer, Assistant Finance Director and Customer Service Supervisor, shall be responsible for the reasonable, equitable and nondiscriminatory enforcement of these Rules and Regulations. In instances where the strict enforcement of these Rules and Regulations would create an undue burden on an Applicant or Customer, the City Manager, or a City employee designated by the City Manager, may waive all or a portion of any rule or regulation if, in the City Manager's judgment, the waiver of the applicable rule or regulation does not adversely affect the City or other Applicants or Customers.

If circumstances arise which are not contemplated by these Rules and Regulations, the City Manager, or the employee authorized by the City Manager, may impose additional requirements or obligations on Applicants or Customers, or may waive all or any portion of a rule or regulation so long as the application and enforcement of these Rules and Regulations, in the City's sole judgment, is reasonable, equitable and nondiscriminatory.

The City reserves the right to make such other rules and regulations, policies, and provisions as may be necessary for the preservation, protection and economical administration of the utility systems owned by the City.

In the event a Customer or Applicant has a complaint about service, the Complaining party shall make the complaint to the Department Director, with all details necessary for an investigation and determination by the Director. The Director will respond to the Complaining Party's complaint after a review and determination. If the Customer or Applicant is dissatisfied with the action taken by the Department Director to resolve the dispute, the Complaining Party may appeal the decision of the Director to the City Manager. The appeal should be in writing, and addressed to the City Manager.

The City Manager will respond to the Complaining Party, in writing, as to the results of his/her review of the Director's decision concerning the complaint. The Complaining Party may appeal the decision of the City Manager to the City Council by requesting a review, in writing, of the City Manager's determination, addressed to the City Manager. The Complaining Party will be notified of the date and time during which the City Council will hear the appeal in a regularly scheduled public City Council meeting.

In the event a Customer or Applicant has a complaint about utility fees or billing, the Complaining Party shall make the complaint to the Customer Service Supervisor, with all details necessary for an investigation and determination by the Supervisor. The Customer Service Supervisor will respond to the Complaining Party's complaint after a review and determination. If the Customer or Applicant is dissatisfied with the action taken by the Customer Service Supervisor to resolve the dispute, the Complaining Party may appeal the decision of the Customer Service Supervisor to the Chief Financial Officer. The appeal should be in writing, and addressed to the Chief Financial Officer.

201. APPLICATION OF RATES

The City's published rate schedules state the conditions under which each schedule is available for utility service.

Rate classification and assignment shall be made by the City in accordance with the availability and type of service provisions in the City's rate schedules. Rate schedules have been developed for the standard types of service provided by the City. If an Applicant's or Customer's request for utility service involves unusual circumstances, usage, or load characteristics not regularly encountered by the City, or if the Applicant or Customer qualifies for service under more than one of the City's available rate schedules, the City shall assign a rate schedule determined by the City, in its sole judgment, to be the most applicable in consideration of the Applicant or Customer's various service requirements, potential impact on the City's facilities, the potential relative costs of serving the Customer or the Applicant and other available pertinent information. Also, as an alternative, the City may enter into a special contract with the Applicant or Customer subject to the approval of the City Council.

If a Customer receiving service from the City changes the nature or character of the Customer's service requirements, the City may, upon review of the information available pertaining to the revised service requirement, reassign the Customer to the appropriate rate schedule.

Rates are normally established at the beginning of each fiscal year and may be amended or modified, at any time during the fiscal year, according to altered, contractual obligation. A Customer's rate may be changed if there is a substantial change in the character or condition of Customer's service, or as otherwise mandated by the City Council.

Water, wastewater, solid waste, and night light fees are based on rates set by City Ordinance. Electric rates are compiled from a Monthly Customer Charge, Wires Charge, and Generation Charge. The Monthly Customer and Wires charges are based on rates set by City Ordinance. The Generation charge will vary from month to month and is set by the City's wholesale power provider, and is passed directly through to the customer.

The City may, at the City's sole discretion, pro rate the Customer charge and/or capacity charge if the utility service is not required for a full month. This time period is for a month to month charge and pro-rated accordingly, unlike the metered service dates.

301. CONDITIONS FOR NEW SERVICE

FAILURE TO COMPLETE AN APPLICATION SHALL RESULT IN DENIAL OF SERVICE. PROVIDING FRAUDULENT INFORMATION RESULTS IN DENIAL OF SERVICE AND IS A PUNISHABLE CRIME.

It shall be the policy of the City of Bastrop to supply electric, water and/or wastewater service under the City's rate schedule applicable to the class of service supplied and to provide service to all Applicants who require utility service at locations within the City's service areas so long as existing infrastructure is available for service at the time of application, and provided the following conditions are met:

301.1 Written Application Requirements

The Applicant must complete a written application for the required utility service on the City's prescribed form. The application for utility service must be in the legal name of the person requesting utility service. Applications for residential service may be made in the name of either or both spouses.

The City requires suitable current, valid and verifiable identification, such as a current driver's license or other means of identification acceptable to the City, as a precondition to the extension of utility service.

The City requires documentation showing that the Applicant possesses the right to request utility services at a certain address. An example of acceptable documentation is the settlement statement, deed, or a legal lease listing the name of Applicant and address of requested utility services. A legal lease must identify all tenants over the age of eighteen (18).

The City reserves the right to perform background checks, investigate employment information, and/or perform credit checks on all Applicants prior to providing service.

301.2 Applicant Pays City Fees, Deposits, etc.

The Applicant shall pay to the City all fees, deposits, connection costs, line extension costs, tap fees, impact fees, connection fees and any other costs or fees required by the rules, regulations or ordinances of the City.

301.3 Applicant Credit History

The Applicant's credit history must be acceptable to the City, in its sole judgment, which will be reviewed and established according to the provisions of Section 305 of these rules. If an Applicant's credit history report is unacceptable, the City may, at its sole option, (1) refuse service, or (2) increase the amount of the required security deposit.

301.4 Active Account Status With the City

To be considered for an active account with the City the following provisions apply:

- 1) The Applicant does not owe the City outstanding funds in connection with a prior service account.
- 2) The Applicant is not delinquent in payment for service on any existing accounts.
- 3) The Applicant has paid in full all amounts owed on any account from which services are being transferred, regardless of the due date on that account.

Deposit requirements are listed in Section 306.

301.5 Applicant Executes all Contracts

The Applicant shall execute all contracts which, under the City's rules and regulations and/or rate schedules, are required in connection with furnishing the type of service for which the application is being made.

301.6 Public Utility Easement Rights

Public Utility Easements Rights shall be determined as per Bastrop Power & Light Service Standards Manual or other departmental requirements which are located at the City Secretary's office.

301.7 City Access to Property for Service of Utilities

Upon notification by the City, the Applicant shall allow City personnel or its designees to have access, at no cost to the City, to the Applicant's premises at all reasonable hours to read meters, provide notices, collect bills for

utility services, trim trees according to City's established tree trimming policy, or to inspect, repair, replace, maintain, operate, modify or remove any of the City's plant, property or system equipment. The established tree trimming policy is located in the Bastrop Power & Light Service Standards Manual. Failure or refusal to provide access shall result in disconnection of service and incurrence of additional fees. Emergency conditions may require action at any time.

301.8 Required Utility Service by Applicant

The utility service required by an Applicant may be supplied from existing facilities of the City or the Applicant may contract with the City, in accordance with the City's policies, ordinances and contract rules, to have utility service supplied from a facility which must be constructed for the City to provide the Applicant with the required utility service. The Applicant is responsible for the payment of all costs and fees associated with such service, whether the service is provided from an existing or contemplated facility.

301.9 City Code Compliance Required

The City shall not connect or reconnect any type of utility service unless the Applicant's or Customer's facilities and equipment meet or exceed all current codes, ordinances or Standards adopted by the City. For the purposes of receiving utility service, Applicants or Customers outside the incorporated area of the City of Bastrop shall comply with all applicable rules and regulations set forth, in the City's Code of Ordinances, including but not limited to utility service, electrical and plumbing service, building ordinances or codes, inspection ordinances, and any other ordinances pertaining to public health and safety.

The City, in accordance with the Bastrop Code of Ordinances and all other applicable rules and regulations, shall inspect all new facilities and premises to confirm that they are in compliance with City standards. Utility service shall not be connected until all necessary inspections have been performed and the Applicant or Customer is determined to be in compliance.

Any inspections or other acts performed by the City for the purpose of ensuring compliance with this provision are for the sole benefit of the City and the operation of the City's utilities. By performing such inspection, checks, examinations, or other assessments, the City shall not be deemed to have assumed any responsibility or obligation to any other party or parties, including any Applicant or Customer. Compliance with all codes, standards, and regulations shall be the sole responsibility of the Applicant or Customer.

301.10 Presence of Responsible Person for Connection

The City requires that a Responsible Person, either the Applicant or the Applicant's designee, be present at the premises to be connected or reconnected with utility services to verify the proper connection, operation, status and setting of all appliances and equipment. If the Applicant's designee is to be present at the premises, rather than the Applicant, the designee must be over the age of eighteen (18) and the City must be provided, in writing, and in advance of the date the utility connection is to occur, the name of the Responsible Person. If the Applicant does not have a Responsible Person on the premises at the time of connection or reconnection of service, the City shall not connect or reconnect any utility service. The Applicant or his/her designee will be required to sign the work order verifying their presence during the connection of utilities. Failure to have a Responsible Person present will result in the application of additional charges for the City to return to the premises for connection.

301.11 Private Connections Strictly Prohibited

No person, company, or entity shall connect to City utility services without the consent of the City, for any reason. Any person, company or entity that does so, shall be denied future utility service by the City and shall be prosecuted to the fullest extent of the law. Connecting to City utilities without the City's consent is considered theft of service, further detailed in Section 400.10., "Tampering with City Meters."

302. RESPONSE TO REQUEST FOR SERVICE

The City shall serve each Applicant for service within its service area as promptly as is practical after the Applicant has fully complied with the provisions of Section 301. Conditions for New Service and the necessary infrastructure is in place.

If the requested service does not involve line extensions or installation of new facilities or equipment, the City will, if possible, connect service to an Applicant within two (2) business days following a request. It may be possible for service to be connected on the same working day if all paperwork is completed, applicable deposits and fees are paid by 12:00 noon, and City staff is available to make the connection. A service connection requested after 12:00 noon will be connected the next business day whenever possible.

Additional information regarding line extensions is located in the Bastrop Power & Light Service Standards Manual.

303. DENIAL OF SERVICE

The City may decline to serve an Applicant if any one of the following conditions exists:

303.1 Failure to Fulfill Conditions for Extension of Service

The Applicant has failed or refused, within a reasonable period of time, to fulfill the conditions precedent to service contained in Section 301. Conditions for New Service.

303.2 Indebtedness

The Applicant has failed or refused to pay any indebtedness to any City utility that has previously provided Applicant with service.

303.3 Credit

The Applicant has failed or refused to satisfactorily establish credit in accordance with the provisions of Section 305. Establishment of Credit and Section 306, Deposits.

303.4 Hazardous Conditions

If, in the City's sole opinion, the Applicant's installation or equipment is known or appears to be hazardous or of such character that satisfactory service can not be given, or if the extension of service could endanger the public health, safety or welfare.

303.5 Failure to Comply with Governmental Regulations

The Applicant fails to comply with state laws or regulations or City ordinances, rules or regulations governing the requested service.

303.6 Change of Customer Identity to Avoid Payment

If, in the City's sole opinion, a request for service is being made in another name, including but not limited to the name of a family member, friend or roommate, in order to avoid or evade payment of a prior bill or bills for utility service.

303.7 Adverse Effect on Other Customers

If, in the City's sole opinion, the extension of service to the Applicant could interfere with or adversely affect the provision of or quality of utility service to other Customers.

303.8 Failure to Provide Access Equipment

The Applicant has, in the past, or in the City's sole opinion, will in the future, fail or refuse to provide adequate and reasonable access to equipment located on the Applicant's premises.

303.9 Incomplete or Inaccurate Application

The Applicant fails to complete the Application, or provides inaccurate information on the Application.

303.10 Failure to Comply with Prior Contract

The Applicant has failed to fulfill his/her obligations under a prior deferred payment plan contract with the City for delinquent amounts owed to the City for utilities and/or fees.

303.11 Rental Property

The owner of rental property has a bad debt related to any property previously or currently owned by the owner within the City's service area; the owner's rental property will not be connected in the Renters name until the owner's bad debt is paid by owner.

304. INSUFFICIENT CAUSE FOR DENIAL OF SERVICE

The following are insufficient causes for denial of service to an Applicant:

304.1 Delinquency in Payment by Previous Occupant

Delinquency in payment for service by a previous non-owner occupant of the premises to be served;

304.2 Failure to Pay for Non-Utility Service

Failure to pay for merchandise or charges for non-utility service purchased from City;

304.3 Failure to Pay by Previous Occupant

Failure to pay the bill of another Customer at the same address, except where the change of Customer identity is, in the City's sole opinion, made to avoid or evade payment of a prior bill or bills for utility service.

305. ESTABLISHMENT OF CREDIT

The City may require each and every Applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the City. The satisfactory establishment of credit shall not relieve the Applicant of its obligation to comply with the City's Rules and Regulations for prompt payment of bills. The following rules shall apply to the establishment of credit:

305.1 Establishment of Credit for Residential Applicants

An Applicant seeking residential service may satisfactorily establish credit, and shall not be required to pay a

deposit, if it is undisputed that the Applicant has been a Customer of a utility service and has provided payments for utility service after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) month period, with all other payments being made on or before the due date and the account was not disconnected for nonpayment. This account would be considered an account in good standing.

305.2 Re-establishment of Credit

Every Applicant who has previously received utility service from the City and whose service has been disconnected for non-payment of bills, unauthorized usage or consumption of utility services, unauthorized connection of utility services, meter tampering, or bypassing a meter shall be required, before service is rendered, to: (1) pay all amounts due to the City; (2) pay a deposit as required under Section 306. Deposits; and (3) establish credit satisfactory to the City pursuant to Section 305.3 Credit Check.

305.3 Credit Check

The City may, in its sole discretion, require an Applicant to establish credit through an outside credit agency, conducted by the City. The Applicant is responsible for payment of the administrative fee required for conducting any required outside credit check. The applicable administrative fees are reflected on Schedule I, attached to this Policy.

306. DEPOSITS

The City may, in its sole discretion, require all Applicants and Customers to make deposits with the City, as provided for by this policy.

306.1 Amount of Deposit for Residential Service

The required deposit for residential service shall be based on the Applicant's utility credit history with the City or with another acceptable utility company, as provided by the Applicant, as follows:

- a. No deposit is required if payments for service were made after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, the account was not disconnected for non-payment and there have been no payments returned for NSF. This is considered to be a customer or account in good standing.
 - b. For a customer or account that is not in good standing, a deposit in the amount of \$200 for electric service and \$75 for water service is required.
- [TW1]
- c. If a customer has no deposit reflected on their account and their account is no longer in good standing per this policy, a deposit will be required by the City. The amount of the deposit will be established at the City's sole discretion based upon the credit history of the Applicant, and any other relevant factors. The deposit shall be paid in full at the time the customer or account is no longer in good standing.

306.2 Amount of Deposit for Commercial Service

The required deposit for commercial service shall be based on the Applicant's utility credit history with the City or with another acceptable utility company, as provided by the Applicant, as follows:

- a. No deposit will be required if payments for service were made after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, the account was not disconnected for non-payment and there have been no payments returned for NSF. This is considered to be a customer or account in good standing.
- b. For a customer or account that is not in good standing, a deposit for service that is equivalent to a twelve (12) month average, times two (2), plus fifteen percent (15%) will be required if payments for service were made after the due date on the Applicant's utility account for more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due

date and the account was not disconnected for non payment or if the applicant does not provide any prior utility account credit history.

(1.) If a Customer has no deposit reflected on their account and their account is no longer in good standing per this policy, a deposit will be required by the City. The amount of the deposit will be established, in the City's sole discretion, based upon the credit history of the Applicant. The amount of the deposit will be established, in the City's sole discretion, based upon the credit history of the Applicant, and any other relevant factors (Reference 306.1a). The deposit shall be paid in full at the time the customer or account is no longer in good standing.

(2) The City will review commercial deposits after a twelve (12) month history is obtained. If the deposit does not equal the twelve (12) month average, times two (2), plus fifteen percent (15%), the deposit will increase or decrease accordingly.

The City shall not accept personal guarantees or cosigners in lieu of the deposit requirement.

306.3 Amount of Deposit for Temporary Service

The City reserves the right to require a deposit for temporary service or other types of nonpermanent service. This deposit is in addition to the one time non-refundable fifty dollars (\$50) temporary meter fee. This deposit shall be paid in cash, cashier's check, money order, certified check, debit or credit card, or Applicant's personal check.

306.4 Amount of Deposit after Disconnection for Nonpayment

If a Customer's service is disconnected for nonpayment of a utility bill, the City will apply any existing deposit toward the amounts of the unpaid bill, plus associated penalties and fees. Any remaining deposit will be either: (1) refunded to the Customer, or 2) applied to the fees required for reconnection of service. In addition, the City shall require a new deposit from the Customer. in an amount not to exceed the equivalent of the twelve (12)

month average, times two (2), plus fifteen percent (15%) of the estimated annual billing of the account, as determined by the City prior to reconnection of service.

The City shall only accept cash, cashier's check, money orders, debit or credit card, or certified checks to comply with this reconnection deposit requirement. The City shall not accept letter of good standings, cosigners, personal checks, or any type of personal guarantee in lieu of this reconnection deposit requirement.

Once a Solid Waste (Garbage) only Customer's service has been discontinued a deposit of \$50.00 will be required to reinstate their services.

306.5 Amount of Deposit after Delinquencies in Account Payment

The City shall require a new or additional deposit from Customers who have, on more than three (3) occasions during the proceeding twelve (12) months of service, been delinquent in making a payment for City Utility services. The amount of the new or additional deposit will be an amount not to exceed the equivalent of a twelve (12) month average, times two (2), plus fifteen percent (15%) of the estimated annual billing of the account, as determined by the City.

A. New Deposits

A new deposit will be required in the event the City has applied an existing deposit toward payment of delinquent amounts owed. The new deposit must be paid at the time of application for service, and prior to service connection or reconnection.

306.6 Refund of Deposit after Customer Requested Disconnection of Service

After disconnection of utility service at a Customer's request, and if service is not reconnected, the City shall apply Customer's deposit to any outstanding balance owed by the Customer. If excess funds remain in the Customer's account after all outstanding balances and fees are paid, the City shall refund any excess amount to the Customer by a City check. The City will mail the

refund check through the U.S. Postal Service to the last address on file. The refund check may take up to sixty (60) days from disconnection to be received by customer.

307. DISCONTINUANCE OF SERVICE

307.1 Discontinuance of Service at Customer's Request

A Customer desiring to discontinue utility service with the City shall give reasonable notice to the City, in writing, which notice identifies the Customer's name, the service location where discontinuance is requested, the date service is to be discontinued, and the Customer's forwarding address. The request for discontinuation must be made by the Customer, in writing, with the Customer's signature on the request, and shall be submitted to the City of Bastrop Utilities Customer Service Office either in person by hand delivery, fax, mail or email. All requests for discontinuance of service shall be made only at or through the City of Bastrop Utilities Customer Service Office. The City may require such identification as is necessary to reasonably verify the identity of the person requesting the discontinuance of service to ensure that the request is from the Responsible Person.

Following the receipt of a Customer's request for discontinuance of service, the City shall attempt to disconnect service on the date requested by the Customer, but the City shall not be obligated to complete the disconnection earlier than the second (2nd) working day following receipt of the Customer's request. Discontinuance of service may, if there is available City staff, be disconnected on the same working day if all paperwork is completed before 12:00 noon. If possible, a disconnection request received after 12:00 noon will be disconnected the next business day.

If a Customer vacates a facility or premises, the Customer shall be obligated to immediately notify the City of the vacancy and shall be responsible for the payment of all utility bills for utility services provided up to the date of discontinuance of service. A Customer who vacates a facility or premises without requesting discontinuance of service from the City, in writing, shall be responsible for

all utility service provided at the location until service is discontinued.

Customers may request a Letter of Good Standing demonstrating their payment history with the City of Bastrop. Upon request, a Letter of Good Standing will only be sent to the utility company where the Customer is requesting service. Letters of Good Standing will not be personally provided to a Customer.

307.2 City Initiated Discontinuance After Proper Notice

The City has full authority to, and may, discontinue any or all utility services to a Customer after proper notice under any of the following circumstances:

A. Non-Payment of a Bill

The Customer fails or refuses to pay all or any portion of a bill for utility service within ten (10) calendar days from the date payment for utility service was due, which is also the due date of the late notice, (whether or not based upon estimated billing); or

B. Interference with Service

1. The Customer violates any rule, regulation or ordinance pertaining to utility service by the City; or
2. The Customer utilizes service in a manner which interferes with or is likely to cause interference with utility service to other Customers; or
3. The Customer operated nonstandard equipment, provided that the City made a reasonable effort to notify the Customer that his/her equipment was nonstandard and the Customer was given a reasonable opportunity to remedy the situation; or

C. Failure to Comply with Contract

The Customer fails or refuses to perform any obligation contained in any contract for utility service, the City's Rules and Regulations, the rate under which the Customer is receiving utility service, or any applicable easement; or

D. Refusal of Access

The Customer fails or refuses to provide the City reasonable access to City's facilities located on Customer's premises; or

E. Deposit

The Customer fails to comply with the City's deposit requirements; or

F. Returned Check or Bank Draft

The Customer pays their bill with a check or by bank draft that is returned as insufficient funds, account closed or for any other reason; or

G. Failure to Comply with Law

The Customer fails or refuses to comply with any applicable Federal, State, municipal or other law, ordinance, rule, or regulation applicable to the utility service or services provided by the City, or if the Customer's premises, equipment, or operations fail to comply with any code, ordinance or regulation applicable to the utility service or services provided.

307.3 Notice of Disconnection of Service

Notice of disconnection of service, for reasons other than those provided by Section 307.2, shall be given by separate mailing to the Customer or hand delivered to the Customer's premises.

Notices regarding disconnection of services will be given prior to the earliest date of disconnection with the words

"termination notice" or similar language prominently displayed on the notice or as listed below.

1. Non-Payment of a Bill – ten (10) days notice after original due date;
2. Interference with Service – two (2) days notice;
3. Failure to Comply with Contract – one (1) day notice;
4. Refusal of Access – five (5) days notice;
5. Back Billing – one (1) day;
6. Deposit – one (1) day;
7. Returned Check or Bank Draft – two (2) days notice;
8. Failure to Comply with Law – five (5) days notice, unless before mentioned in A through D.

307.4 City Initiated Discontinuance Without Notice

The City has full authority to, and may, disconnect any or all utility services immediately and without notice under the following circumstances:

A. Hazardous Condition

When, in the City's sole opinion, a hazardous, public health or public safety condition exists in, on, or with the Customer's premises, installation or equipment; or

B. Service is Connected or Reconnected Without Authority

Where service is connected without City authority, or where service has been reconnected without City authority. ; or

C. Meter Tampering and Unauthorized Use of Service

City meter or service facilities which serve the Customer have been bypassed or tampered with in any way, or the Customer uses the utility service in a manner not authorized under the City's Rules and Regulations, the rate schedule under which the Customer receives service has been altered without authorization, or there has been a theft of service; violators of this section will be prosecuted to the fullest extent; or

D. Failure to Make Application for Service

The Customer fails or refuses to make an Application for service in accordance with the City's Rules and Regulations.

307.5 Prohibited Disconnection of Service

The City shall not discontinue service to a Customer for any of the following reasons:

- A. Delinquency in payment for utility service by a previous occupant of the premises who no longer resides at the address at any time during the billing cycle; or
- B. Failure to pay for merchandise or charges for non-utility service provided by the City.

307.6 Postponement of Service Disconnection for Medical Reasons

The City will postpone discontinuance of utility services to a delinquent permanent residential Customer residing in an individually metered residential dwelling when that Customer establishes that discontinuance of utility service will result in a person residing at that residence becoming seriously ill or more seriously ill.

Each time a Customer seeks to avoid termination of service under this provision, the Customer must complete all of the following;

- A. Contact the City's Utility Customer Service Office three (3) days prior to the scheduled disconnection date and request a postponement of service disconnection for medical reasons;
- B. Provide a sworn, written, signed statement, which must be updated annually or as conditions change (within three (3) to five (5) days), from a physician, on the City's medical waiver form which states:

- 1) the Customer's name and address;

- 2) the physician's name and address;
 - 3) the name of the individual in residence requiring utility service due to a medical emergency;
 - 4) a description of the nature of the medical emergency; and
 - 5) the approximate or estimated duration of the emergency;
- C. Enter into a Deferred Payment Plan as described under Section 309, Deferred Payment Plan; or
 - D. Request an extension of the payment due date as described under Section 310.2, Payment Due Date.

At the sole discretion of City, an Extension of the due date may be granted for the postponement of discontinuance of utility service. An extension shall not last for more than ten (10) days from the due date of the late notice. A Customer's account must be in good standing. One (1) extension may be granted annually.

307.7 Effect of Discontinuance of Service

A. Customer's Obligation

Discontinuance of service shall not relieve, lessen, or change any obligation of the Customer to the City in any manner.

The Customer shall be responsible for paying all reasonable costs, including but not limited to attorney's fees, collection agency fees and charges, court costs, notification and mailing costs, and any other costs, fees, or charges associated with the collection by the City of any and all unpaid utility bills. Acceptable forms of payments to the City are referenced in Section 310.5.

B. City's Rights

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the City on or before the date of

discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy.

The City shall have the right to provide information to any commercial credit agency or organization with respect to any Customer's disconnection of service for failure to pay any portion or Customer's bill or bills.

Failure of the City to discontinue utility service at any time after default or breach of the City's rates, Rules and Regulations, or to resort to any legal remedy or its exercise of any one or more of such remedies shall not affect the City's right to resort, thereafter, to any one or more of such remedies, including discontinuance of service.

C. Dismantling of City Facilities

The City may, upon discontinuance of utility service to a Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which the City may have installed to provide utility service to a Customer. In addition, the City may abandon, in part or in its entirety, its underground lines and equipment in lieu of removing such facilities.

D. Liability for Discontinuance of Service

The City shall not be liable for any damages of any kind or character, whether to person or property, resulting from discontinuance or disconnection of utility service made pursuant to these Rules and Regulations.

E. Reports to Credit Bureau

The City shall have the right to provide credit information to credit bureaus, credit reporting services, and other utilities. The credit information may include, but shall not be limited to a Customer's payment history and status of unpaid bills for City utility service.

308. TRANSFER OF UTILITY SERVICES

308.1 **Availability**

Utility services may be transferred from one person to another without interruption of service if:

- A. The requested transfer is a direct result of a divorce, legal separation, or abandonment and the requested service transfer is from the name of the spouse vacating the premises to the spouse who will remain at the premises, if divorce, legal separation or abandonment is properly documented in writing, (e.g. death certificate, divorce decree, et al). The requesting party must be in good standing with their credit history or the appropriate deposits will be required; or
- B. The requested transfer is the direct result of the death or disability of the person in whose name service is currently rendered to the executor of the estate (in the event of death) or guardian (in the event of disability). The requesting party must meet the deposit requirements as defined in Section 306.1; or
- C. The transfer is from the owner of a residential/commercial dwelling to the new tenant, if the tenant has properly fulfilled all requirements for service; or
- D. The transfer is from a tenant to the owner of a residential/commercial dwelling if the tenant has properly requested discontinuance of service, and only if the owner has requested, in writing, such transfer and has complied with the City's requirements for such transfer. Owners may have minimal deposit requirements for service not to exceed thirty (30) days while in the owner's name; or
- E. The transfer is from a tenant to the subsequent tenant of a residential/commercial dwelling if the prior tenant has properly requested discontinuance of service, and only if the new tenant has requested, in writing, such transfer and has complied with the City's requirements for such transfer.

The City reserves right to inspect and/or conduct an appropriate investigation as is deemed necessary to verify the validity of any transfer request.

308.2 Procedures for Transfer of Service

The City will transfer services after the person(s) to whom service is to be transferred has completed an Application for service and has complied with the provisions of Section 301 Conditions for New Service.

309. DEFERRED PAYMENT PLAN

309.1 Availability of Deferred Payment Plan

The City may, in its sole discretion, provide a Deferred Payment Plan to any Customer if the following conditions are satisfied:

- A. The Customer requests the Deferred Payment Plan and provides an explanation for the need for deferred payments.
- B. The Customer signs a written Deferred Payment Plan specifying the amount and payment schedule for the deferred payments.
- C. Only one Deferred Payment Plan is allowed for a Customer per twelve (12) month period from the date a prior Deferred Payment Plan was paid in full.
- D. There are no amendments to the Deferred Payment Plan.
- E. The Customer remains current on all subsequent utility bills.
- F. Upon approval by the City of the Deferred Payment Plan, the Customer pays up to fifty percent (50%) of the amount of the currently due and outstanding utility bill.
- G. The Customer pays the balance of the utility bills subject to the Deferred Payment Plan prior to the first utility bill due date after approval of

the Deferred Payment Plan by the City, except that the City may, upon request from the Customer and under unusual or special circumstances only, extend the final Deferred Payment Plan payment date for a period not to exceed three (3) months.

- H. [TW2]The City shall apply a contract administration fee of \$25.00 to each Deferred Payment Plan implemented. These fees must be paid in cash at the time of the Deferred Payment Plan request.
- I. Failure to comply with a Deferred Payment Plan contract will result in the immediate disconnection of all utility services and the incurrence of applicable charges.

309.2 Restrictions

A Deferred Payment Plan shall not be available to any Customer if any one of the following conditions exists:

- A. The Customer has participated in a Deferred Payment Plan with the City within the past twelve (12) months. (The calculation of the twelve (12) months begin on the date any prior Deferred Payment Plan was paid in full); or
- B. The utility bills for which the Customer has requested the Deferred Payment Plan are a result of meter tampering, theft or diversion of services, or willful damage to City property; or
- C. The Customer's utility service was disconnected for non-payment, the Customer paid with a non-sufficient check or a check was returned to the City as a result of a closed account, or the Customer had more than two (2) late payments; or
- D. The Customer fails to sign the Deferred Payment Plan contract; or
- E. The Customer fails to pay the required administration fee of \$25.00 prior to implementation of the contract; or

F. The Chief Financial Officer has the discretion to waive any of these restrictions on a case by case basis if waiver is determined to be in the best interest to the City; or

309.3 Disconnection

The City may immediately disconnect service to any Customer who fails to comply with the terms and conditions of a Deferred Payment Plan.

310. BILLING AND TERMS OF PAYMENT

310.1 Bills for Utility Service

Bills for utility service shall be rendered monthly unless service is rendered for a period less than a month. The terms "month" or "monthly" for billing purposes shall mean the period between any two consecutive meter readings or for unmetered utility services, a period of time equal to approximately thirty (30) days. Meter readings shall be taken often as is practical approximately every thirty (30) days, but not necessarily at the beginning or ending of a calendar month. The City reserves the right in the future to transition to two (2) billing cycles per month.

310.2 Payment Due Date

Each bill for utility service, regardless of the nature of the service, is due on or before the 15th day of each month unless such day falls on a holiday or weekend, in which case payment is due on the following workday. If payment in full is not received at the City's offices or through the various payment options the City utilizes (i.e. Online, bank draft, and Checkfree) on or before the twenty fifth (25th) day of each month such bill is due, the Customer's account will be considered delinquent and subject to disconnection in accordance with the City's Rules and Regulations. Payments must be received by our office by the due date to be credited as on time. If the City transitions to two (2) billing cycles, payment due dates will be adjusted accordingly.

310.3 Late Payment Penalty

The City's rates for utility service are net. After the initial due date all delinquent bills incur a 10% penalty that is added to the bill.

Late fees shall be paid in full before the twenty fifth (25th) of each month to avoid disconnection for non-payment.

At the City sole discretion, the City reserves the right to waive a Customer's late fee one time based on the Customer's credit history. The following individuals have the right to grant a waiver of the late fee: Customer Service Supervisor, Chief Financial Officer, Assistant Finance Director, or City Manager.

310.4 Extension of Due Date

At the sole discretion of City, an Extension of the due date may be granted for the postponement of discontinuance of utility service. An extension shall not last for more than ten (10) days from the due date of the late notice. A Customer's account must be in good standing. One (1) extension may be granted annually.

310.5 Failure to Receive Bill

Failure to receive a bill for utility services shall not exempt a Customer from timely payment for utility services. All customers have the option to access their bill the day it is processed through our City website or by requesting their bill be emailed to them.

310.6 Types of Payments

The City shall accept cash, cashier's checks, money orders, certified checks, debit or credit card, and personal checks or bank draft as payment for utility services subject to the following conditions:

- A. All cashier's checks, money orders, certified checks and personal checks shall show the City of Bastrop as the Payee. The City shall not accept any cashier's check, money order, certified check or personal check, which is made out to any party other than the City of Bastrop.

- B. Debit/Credit Card payments can be processed on-line, in person or over the phone.
- C. Allow ten (10) business days when making payments by On-Line Bill Pay. The financial institution must physically process a check for these payments.
- D. The City does not accept postdated checks or two-party checks.
- E. The City shall not accept personal checks or bank drafts from a Customer for payment of utility service if that Customer has, during the last twelve (12) consecutive month period, had more than two (2) checks returned to the City for insufficient funds, or dishonored for any other reason. The City will accept only cash, money orders, cashier's checks, debit or credit card, or certified check from a Customer when personal checks are no longer acceptable.
- F. The City recommends that all cash payments be made during normal working hours at the City of Bastrop Utilities Customer Service Office. While the City provides an "after hours" drop box for the convenience of its customers, the City shall not be responsible for the loss of cash payments made at any drop box. Cash payments should not be dropped in the "after hours" drop box. Payments that are dropped into the "after hours" drop box after 6:45 a.m. on the sixteenth (16th) day of the month will be considered a late payment and accessed a penalty.
- G. Payments made on utility accounts after the twenty fifth (25th) of each month for delinquent bills must be by cash, money orders, cashier's checks, debit or credit card, or certified check. Personal checks will not be accepted.
- H. The City shall not accept personal checks for payment of Bad Debts. Bad Debt bills must be paid by cash, money orders, cashier's checks, debit or credit card, or certified check.

310.7 Limited Sales and Use Tax

Limited Sales and Use Tax shall be added to the total amount of all bills for utility service unless the Customer has filed an "Exemption Certificate" with the City.

310.8

Average Monthly Payment Plan

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

B. Eligibility requirements.

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12 month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If

the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

- D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.
- E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.
- F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C(2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

- G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

311. DISPUTED BILLS

In the event of a dispute between a Customer and the City regarding a utility bill, the Customer shall contact the City of Bastrop Utilities Customer Service Office immediately upon receipt of the disputed bill, but no later than the fifteenth (15th) day of the applicable month and shall notify the City, in writing, of the portion of the bill-which is disputed and the basis for such dispute. Upon notification of the dispute and Customer's basis thereof, the City will make an appropriate investigation and report the results thereof to the Customer. If a Customer disagrees with the results of the investigation then the Customer can consult with the Chief Financial Officer.

The Customer shall pay, by the due date, the entire utility bill including disputed amounts. Should the disputed amount deem to be the City's error, a credit will be applied to the Customer's account.

If a bill is not paid before the due date, a penalty will accrue on the disputed amounts. If it is determined that the Customer was billed in error the penalty will be credited back to the Customer's account.

312. CUSTOMER COMPLAINTS CONCERNING SERVICE

Upon complaint to the City by a Customer either at the City's office, in writing, or by telephone, the complaint will be routed to the appropriate City department by work order. The director of that department or his designee will promptly make a suitable investigation and advise the complainant of the results thereof.

313. PROCEDURES WHEN OVERBILLING OR UNDERBILLING OCCURS

If amounts billed for utility services are found to differ from the City's approved rates, or if the City fails to bill the Customer for service, a billing adjustment shall be calculated by the City.

313.1 Over billing

If the Customer is due a refund, an adjustment will be made for the entire period of the over billings up to six (6) months preceding the discovery or notification by Customer of a billing error. Adjustments will be credited to the Customer's account.

313.2 Under billing

If the Customer was under billed, the City may back bill the Customer for the amount under billed. The back billing shall not exceed a period of six (6) months preceding the discovery of the under billing unless such under billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

314. OFFICE HOURS

The City of Bastrop Utility Service office will normally be open for the transaction of business from 7:00 A.M. to 4:30 P.M., Monday through Friday, excluding Holidays. The lobby will stay open until 5:00pm on the days the payments are due. [TW3]The office hours may be modified from time to time by the City Manager and/or City Council.

400. SERVICE FEES

All service fees are established and modified by ordinances approved by the City Council of the City of Bastrop. The fees and charges specified in the City's fee schedule are intended to comply with the fees established by ordinance, and are included in the City's Code of Ordinances as a convenience to the Applicant or Customer.

400.1 New Applications for Service

The City may charge a fee of \$50.00 for the establishment of an Applicant's or Customer's account for utility service from the City.

This \$50 fee may be charged each time an Applicant applies for and receives any utility service, each time an existing Customer applies for an additional utility service which the Customer was not receiving at the time of the initial application, and each time a Customer requests reestablishment of a utility service which the Customer

had been receiving but requested discontinuance of service under Section 307.1 Discontinuance of Service at Customer's Request.

This fee will be billed to the Customer on their first regular bill.

400.2 Disconnect and Reconnect Fees for delinquent accounts

A disconnect fee or a reconnect fee may be due on each account for which a service call is made for disconnection/reconnection purposes, with regard to delinquent accounts. When the utility office initiates the work order for disconnect, the disconnect fee is assessed. When the city technician arrives to disconnect service for nonpayment of a utility bill, and the customer is present and requests the service not be disconnected, the customer will be allowed fifteen (15) minutes for the purpose of paying the delinquent account, including all fees and charges, and payment shall be made at the customer service office. For accounts for which disconnection of service is made, a reconnect fee will be assessed on the account and will be due before the account is reconnected. The disconnect fee and reconnect fee will be charged to a Customer when the service disconnection was initiated by the City under Section 307.2 City Initiated Discontinuance After Proper Notice or Section 307.3 City Initiated Discontinuance Without Notice.

If the reconnection is requested by the Customer and completed by the City after 4:00 p.m., the City will charge a fee of **\$75.00 per trip to** Customer's address. Reconnection after 4:00 p.m. will be performed only upon request of the Customer.

All fees must be paid at the time of the Customer's request for reconnection. Fees paid after hours may only be paid by money order or cashiers check before service is rendered.

400.3 Trip Fees

Except as provided in these rules, the City may charge for each trip to a Customer's premises which is requested by

the Customer or reasonably required under these rules, including but not limited to, the following types of trips:

A. Investigation Fees

If a Customer requests that the City make an investigation of any outage, failure of service or service irregularity, or if the Customer reports or causes to be reported a service outage or service irregularity, and the City determines that such service outage or service irregularity was caused by the Customer or Customer's facilities, equipment or installation, then the City may charge the Customer \$50.00 for conducting the investigation. This trip fee shall be billed on the Customer's next regular bill.

If, upon investigation, the City determines that the service outage or irregularity was caused by City facilities, equipment or installation, then no trip fee will be charged.

B. After hours non-emergency investigation

If a Customer requests that the City make an after hours (after 4:00 p.m. on regular workdays, weekends, and city holidays) investigation of any outage, failure of service or service irregularity, or if the Customer reports or causes to be reported a service outage or service irregularity, and the City determines that such service outage or service irregularity was caused by the Customer or Customer's facilities, equipment or installation, then the City may charge the Customer \$100.00 for conducting an investigation. This trip fee shall be billed on the Customer's next regular bill.

If, upon investigation, the City determines that the service outage or irregularity was caused by City facilities, equipment or installation, then no trip fee will be charged.

C. Miscellaneous Service Fee

If a Customer requests that the City make a trip to perform a service for the Customer, including, but

not limited to security light modifications, replacing fuses, checking Customer owned breakers, or other similar types of services, the City may charge the Customer a \$50.00 fee. This service fee shall be billed on the Customer's next regular bill.

D. Meter Rereading Fee

The City, at its sole discretion, may charge a fee of \$25.00 for each instance where City personnel are requested by the Customer to reread a utility meter. This fee is only charged if the original reading appears to have been correct, in the City's sole judgment. If the original meter reading appears to be incorrect, in the City's sole judgment, the fee will be waived. This service fee shall be billed on the Customer's next regular bill. If an error is found in the reading an adjustment will be made to the bill.

E. Meter Inaccessible Fee

The City, in its sole discretion, may charge a \$25 trip fee for a second trip, if a meter is unable to be read by the meter service technician on the first trip. Examples of reasons meters are not able to be read include, but are not limited to locked gates, dogs, or objects covering meter. A notice will be placed on the Customer's door if the service technician could not read the meter.

400.4 Transfer of Service Fee

The City may charge \$20.00 per account for transferring an account for utility services from one Customer to another in accordance with Section 308 Transfer of Utility Services. The Customer to whom services are transferred shall be responsible for payment of this fee.

The transfer fee may be paid at the time the transfer of service is requested or may be billed on the next bill for utility services.

400.5 Returned Check Fee

The City may charge the applicable amount determined by the District Attorney, plus any direct charges assessed

against the City by any financial institution, for each check, bank draft or other form of payment, which is dishonored or returned to the City. Only cash, money order, cashier's check, debit or credit card, or certified check shall be accepted to make payment for any check that has been returned for insufficient funds, or dishonored for any other reason. This fee must be paid at the same time as the Customer pays for the amount of the dishonored or returned check.

400.6 Meter Test Fee

Upon written request by a Customer, on a City approved form, the City shall have a meter test performed by an independent third party to confirm the accuracy of the Customer's electric or water meter.

Once the meter has been tested by an independent third party at the Customer's request, if the results are found to be within the accuracy standards established by the appropriate standards agency, such as the American National Standards Institute, the American Water Works Association, or other applicable agency, the City may charge the Customer a fee equal to the actual cost to test the applicable meter plus a miscellaneous service charge of \$25.00 for the City's time in having the test performed, which fees may be billed on the Customer's next regular bill.

However, if any meter is found to be outside of the accuracy standards established by the appropriate standards agency, or the City initiates the meter test, no charge will be made to the Customer for the testing and the City will be responsible for payment of the associated costs.

Following the completion of any requested meter test, the City shall promptly advise the Customer of the date of removal of the meter, the date of the test, the result of the test, and who performed the test.

If any meter is found to be outside of the accuracy standards established by the appropriate agency, a correction of previous readings will be made to the account. The correction will be for the period of six (6) months immediately preceding the removal of such meter

from service for test or from the time the meter was in service since last tested, but not exceeding six (6) months shall be completed by the City. The correction will be as necessary pursuant to the error discovered in the meter test. Thereafter adjusted bills shall be rendered for either under billed or over billed amounts. No refund is required from the City except to the Customer last served by the meter prior to the testing.

If a meter is found not to register for any period, unless bypassed or tampered with, the City shall charge for the utility service used, but not metered, for a period not to exceed six (6) months based on amounts used under similar conditions during the period preceding or subsequent thereto or during corresponding periods in previous years, at the City's discretion.

400.7 Reproduction of Utility Account Information, Rules and Regulations

- A. Any person requesting a copy of all or any portion of the Utility Rules and Regulations of the City shall pay in advance the reasonable cost of reproduction as per State law.
- B. A signed public information request (open records requests) is required to obtain copies of a utility customer accounts, and/or account history. Any person requesting this account related information shall pay in advance the reasonable costs of reproduction in accordance with State law.
- C. A Customer may request on a City approved form that their account information be maintained as private information.

400.8 Cancellation of Contract

A Customer who cancels an agreement for the provision of utility service after acceptance by the City of an Application, but before service is initiated, may be charged all associated fees and shall pay the actual costs incurred by the City.

400.9 Temporary Service

A \$50.00 non-refundable fee will be charged for all temporary services.

Please refer to Bastrop Power & Light Service Standards manual for additional information and requirements.

400.10 Tampering With City's Meters, Equipment or Other Property, and Unauthorized Use or Consumption of Utility Service

City meters, equipment or other property, whether on Customer's premises or elsewhere, shall not be tampered with, relocated, connected to, adjusted, modified, interfered with, or operated by any one other than employees, agents, contractors or engineers specifically authorized by the City.

Diversion by utility service shall be defined as the unauthorized connection to City facilities, unauthorized use or consumption of utility services, tampering with a meter, equipment or other property of the City, bypassing a meter, equipment or other property of the City, or other instances of diversion, including but not limited to physically disorienting the meter or other City equipment, attaching objects to the meter to divert or to bypass service or cause the meter to improperly or inaccurately record the consumption of utility service, insertion of objects into the meter, or any other means of tampering with, bypassing or otherwise modifying or connecting to the City's equipment or property.

In the event of diversion of service, tampering, unauthorized use or consumption, or evidence of attempted unauthorized use of the City's utility service, whether by tampering with the City's meter or equipment or by any other means, all utility service shall be discontinued immediately and without notice by the City. The Customer or beneficiary of the utility service shall be required to pay all charges, including the following, before any utility service shall be reconnected:

- A. A minimum charge of \$500 or actual damages whichever is greater, as compensation to the City for the unauthorized connection, reconnection, use, consumption, diversion of utility service or other

tampering with City's meters, equipment or other property.

- B. The cost of repair and/or replacement of any and all damaged meters, equipment or other property, and the cost of installing protective facilities or relocating the meter, equipment or other property.
- C. The cost of the estimated or actual amounts of utility service used without City authorization. This charge shall be based on amounts used under similar conditions during preceding years or may be estimated on the basis of usage trends of similar Customers and under similar conditions.
- D. A trip fee for each trip made by City personnel to investigate, evaluate and correct the tampering or diversion.
- E. All other costs associated with the investigation, evaluation and correction of meter tampering or diversion, including personnel time, travel expenses, engineering expenses and legal expenses.
- F. All costs must be paid prior to reconnection.

All Water Customers must have their own shut-off valve. Customers should not use City's shut-off valve to turn their water services off or on. If Customers are found using the City's shut-off valve then the customer may be charged a meter tampering fee.

400.11 Miscellaneous Customer Billings

Work performed at the request and for the convenience or benefit of the Customer will be billed to the Customer requesting the work. All fees are due in advance of the requested work being performed by the appropriate department.

The types of work, which are included under this section include, but are not limited to:

- A. Relocation of any utility service.

- B. Any other special service which may be requested by the Customer which is specifically not covered under other provisions of Section 400 Service Fees, and which the City is willing to perform.
- C. Security or security lighting.

501. POINTS OF DELIVERY

The point of delivery shall be that point where the electricity or water provided by the City leaves City facilities and enters the conductor, pipe, conduit, equipment or facilities owned, operated and/or utilized by the Customer, or for wastewater and sewage service, the point where the waste product leaves the pipe, conduit, equipment or facilities owned, operated and/or utilized by Customer and enters City facilities.

501.1 Electric Point of Delivery

Please reference the Bastrop Power & Light Service Standards Manual for additional information regarding electric point of delivery.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect wiring, faulty material or workmanship, or any other deficiencies or defects in the wiring and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by a City Inspector.

501.2 Water Point of Delivery

The point of delivery for water service shall be the point where the Customer's water lines leave the City's meter. The City's termination point is at the Customer's side of the meter, which shall be located in the easement adjacent to the Customer's property line.

The Customer shall provide, furnish and install all pipe, conduit, fittings, cut off valve, and other apparatus on the Customer's premises necessary for water delivery. The Customer shall be solely responsible for and shall at all

times ensure that the Customer's premises, facilities and equipment comply with all applicable laws and ordinances, and all standards established by the City.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect construction, faulty material or workmanship, or any other deficiencies or defects in the material and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by the City Inspector.

501.3 Wastewater Point of Collection

The point of collection for wastewater service shall be the Customer's property line. Such point shall be outside of the Customer's installation, structure(s) or facility at a location approved by the City.

The Customer shall provide, furnish and install all pipe, conduit, fittings, clean out at point of collection, and other apparatus on the Customer's premises. The Customer shall be solely responsible for and shall at all times ensure that the Customer's premises, facilities and equipment comply with all applicable laws and ordinances, and all standards established by the City.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect construction, faulty material or workmanship, or any other deficiencies or defects in the material and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by the City Inspector.

501.4 Solid Waste

Garbage containers need to be placed at the curbside no later than 7:00 a.m. on the scheduled day of pickup.

Containers need to be removed from the curbside after the garbage container has been empty.

Garbage customers are charged based on the number of garbage receptacles located at each address.

502. METERS AND METER READING

502.1 Location and Installation of Meters

A. Electric Meters

Please reference the Bastrop Power & Light Service Standards Manual for additional information regarding electric meters.

B. Water Meters

Water meters installed for residences shall be placed in the easement adjacent to the property line on private property or as specified by the City during plat and/or development plan approval. The City, prior to installation, shall specifically approve locations for all other water meters.

Each residential dwelling within a duplex, triplex or quadruplex shall have a separate water meter for each separate residential dwelling.

Master water meters may be provided and installed where common water is provided for the residential dwellings throughout the apartment complex.

Temporary or seasonal residential facilities, such as seasonal mobile home parks, recreational vehicle parks and campgrounds, or other types of seasonal parks and campgrounds may be metered through one water master meter.

All electric and water meters shall be placed in locations unobstructed by shrubs, fences or other impediments, and Customer shall maintain each meter location in such a way that the meter shall not become obstructed and shall be readily and safely accessible to City meter readers, service personnel and public safety personnel at

all times. The Customer will be notified by the City if one of their meters becomes obstructed. If an obstruction is not corrected within 5 (five) days after receipt of the notice, the Customer will be charged the cost the City incurred in correcting the obstruction, plus a trip fee of \$25.00.

All electric and water meters shall be placed in locations which do not require meter readers, service personnel, and public safety personnel to pass through fences, gates, doors, or other obstructions, and which will not subject City personnel to potentially vicious animals, dogs or any other unsafe conditions.

If the City is required to return to a Customer's location to access a meter, the Customer will be charged a trip fee of \$25.00 for the second attempt and an additional \$25.00 for any attempt thereafter. When the City is unable to obtain a reading from a meter, the Customer will be notified, in writing, of the date, time, and reason the meter could not be read. In addition, the City will provide the Customer with a time line, at the City's sole discretion, for resolving the issue. All issues must be resolved prior to the next reading cycle. If an issue regarding the reading of a meter has failed to be resolved as of the next reading cycle, the service will be disconnected and the Customer's bill estimated based on Customer's consumption history for the time the City is unable to obtain readings.

502.2 Ownership of Meters

The City shall provide, install, own, and maintain all meters necessary for the measurement of electric energy and capacity requirements, and water usage. All meters shall be of a standard type, which meet industry standards, except that special meters not conforming to such standards may be used for non-billing purposes such as quality of service investigation and experimental uses.

600. DEFINITIONS

600.1 After Hours – After 4:00 p.m. on regular working days, weekends, or city holidays.

- 600.2** **Applicant** - Any person, firm, association, corporation, or political subdivision of the State of Texas requesting that utility service be supplied to any facility by the City.
- 600.3** **Bad Debt** – A person is considered to have a Bad Debt City once service has been disconnected and the deposit applied, but the Customer still has a balance owed to the City.
- 600.4** **City** - The City of Bastrop, Texas, which shall include the City Council of the City of Bastrop, or the City Manager, or a duly authorized representative of the City Manager.
- 600.5** **Collect or Collection** - The act of obtaining payment from a Customer for the use of any utility service, or the provision of any associated service, as billed by the City.
- 600.6** **Connection** - The act or state of joining an Applicant's or Customer's facilities to City facilities to allow or accommodate the provision of utility service by the City, or reinitiating utility service to a new Applicant or Customer at a preexisting premises or Customer Installation.
- 600.7** **Customer** - Any person with an active utility service account who is in good standing with the City and is receiving utility service from the City's utility system.
- 600.8** **Customer's Installation; Installation** - All conductors, pipe, conduit, facilities, equipment, buildings, structures, or apparatus of any kind on Customer's on point of delivery excepting only City's metering equipment.
- 600.9** **Delinquent** - Any portion of a Customer's bill unpaid after ten (10) days from the date of issuance, or in reference to a Customer, any Customer who has not paid a utility bill in full within ten (10) days from the date of issuance, except that if the tenth day falls on a holiday or weekend, the due date for payment purposes shall be the following work day after the due date.
- 600.10** **Disconnection** - The act or state of disjoining a Customer's facilities from City facilities to accommodate the discontinuance of utility services by the City.

- 600.11** **Disconnecting Means or Main Disconnect** - A switching device or devices located on the load, on the Customer's side of the point of delivery, by which the Customer's entire electrical system can be disconnected from the City's distribution system.
- 600.12** **Dwelling** - A single family building, properly equipped for full-time occupancy.
- 600.13** **Electric Distribution System** - The City's primary and secondary voltage conductors, transformers, switchgear, connections, enclosures, pedestals, poles, guys, anchors, services, meters and all other associated equipment used to provide electric service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be extended into the lots or tracts upon request by an Applicant.
- 600.14** **Electric Service** - The availability and/or actual delivery of electrical power to the Customer, including any and all acts done, rendered, or performed by City in making said electric power available to the Customer, whether used by Customer or not.
- 600.15** **Energy** - The capacity for doing work. The unit for measuring electrical energy is the watt-hour, or kilowatt-hour, which is 1,000-watt hours (kWh).
- 600.16** **Facilities** - All the plant and equipment of the City, including all tangible personal property without limitation, in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by or in connection with the business of the City.
- 600.17** **Good Standing** - A Customer or account is considered to be in good standing when a Customer has not been delinquent in making a payment for utility service for more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, the account was not disconnected for non-payment and there have been no payments returned for NSF.
- 600.18** **LCRA** - Lower Colorado River Authority

600.19 **Meter** - A device, or devices, together with auxiliary equipment, for measuring electric energy usage and demand or water delivered to Customer. A meter may also include equipment for monitoring or measuring electrical currents, electrical power factor, harmonics, voltage and voltage fluctuations, water pressure, and other associated measurements as deemed necessary by the City.

600.20 **Meter Loop** - A device consisting of conductor, conduit, meter socket, and associated hardware for the purpose of facilitating the connection of the City's service conductor to the Customer's (Electrical facilities with facilities for metering the Customer's Electrical) usage through a kilowatt-hour and/or demand meter in a circuit.

600.21 **Non-Permanent Dwelling** - A dwelling so constructed as to be easily moved, hauled or otherwise relocated from its original foundation.

600.22 **Non-Permanent Installation or Temporary Service Installation** - Any installation other than a permanent installation.

600.23 **Permanent Installation** - Any installation that is:

- A. Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full time basis; or
- B. Any other structure which meets all of the following criteria:
 - 1. The structure must be impractical to move. Mobile homes with wheels, trailer hitches, and axle removed are considered impractical to move.
 - 2. The structure must be actually used or occupied on a permanent full time basis;
 - 3. The structure must be permanently connected to a water system and a sewer or septic system.

- 600.24** **Permanent Residential Dwelling** - A single family dwelling, residential duplex or multiplex, that is constructed so as to be impractical to move, haul or otherwise relocate from its original foundation, and that is occupied on a permanent, full-time basis.
- 600.25** **Person** - Any individual, partnership, association, joint venture, corporation, or government entity.
- 600.26** **Point of Delivery** - The point at which the City's utility facilities connect with the Customer's facilities.
- 600.27** **Premises** - A tract of land or real estate including building or other structures or appurtenances thereon.
- 600.28** **Qualified Applicant** - Any Applicant for service who has complied with all the requirements under Section 301. Conditions for Extension of Service.
- 600.29** **Rate Schedules** - Any schedule of rates or charges approved by the City Council.
- 600.30** **Reconnection** - The act or state of connecting an existing point of delivery that previously received utility service prior to disconnection, and where the Customer requesting reconnection is the same as the Customer who received service prior to disconnection.
- 600.31** **Rules; Service Rules; Service Rules and Regulations** - Any service rule, regulation, or ordinance of the City pertaining to utility service.
- 600.32** **Wastewater Collection and Treatment System** - The City's taps, laterals, mains, lift stations, treatment plants, connections, enclosures, and all other associated material and equipment used to provide wastewater service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be provided for the lots or tracts upon request by an Applicant.
- 600.33** **Wastewater Service** - The opportunity and/or actual delivery of wastewater from the Customer to the City, including any and all acts done, rendered, or performed

by City in making said opportunity available to the Customer, whether used by Customer or not.

600.34 **Water Treatment and Distribution System** - The City's taps, laterals, mains, meters, pump stations, water wells, water treatment plants, water storage facilities, connections, enclosures and all other associated material and equipment used to provide water service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be provided to the lots or tracts upon request by an Applicant.

600.35 **Water Service** - The availability and/or actual delivery of water to the Customer, including any and all acts done, rendered, or performed by the City in making said water available to the Customer, whether used by Customer or not.

APPENDIX
Schedule I Fees

201. APPLICATION OF RATES

Rates shall be applied in accordance with the City of Bastrop Fee Schedule set forth in the City Ordinance.

301.2 Applicant Pays City Fees, Deposit, Etc.

The Applicant shall pay City Fees, Deposits, and other necessary costs, as required by the rules, regulations or ordinances of the City.

301.10 Presence of Responsible Person for Connection

Failure to have a Responsible Person at a location where utility service is to be provided will result in a return trip by the City and a charge of \$25.00 for the return trip and any subsequent trip thereafter.

305.3 Credit Check

Any charges incurred by the City to perform a credit check, whether conducted by the City or an outside agency, will be passed through to the Customer.

306. DEPOSITS

306.1 Amount of Deposit for Residential Service

The amount of deposit for Residential Services shall be one of the following:

- A. None. A Deposit for Residential Services may be waived if the Applicant is in good standing with the City of Bastrop or another qualifying utility company.
- B. Electric Deposit: \$200.00
Water Deposit: \$75.00
- C. At the discretion of the City and as above, if the account or Customer is not in good standing.

306.2 Amount of Deposit for Commercial Service

The amount of deposit for Commercial Service shall be one of the following:

- A. None. A deposit for Commercial Services may be waived if the Customer is in good standing with the City or another qualifying utility company.
- B. Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%).
- C. At the discretion of the City and as stated above if the account becomes not in good standing.
- D. A Reevaluation of deposit amounts shall occur after each 12 month period to determine if the deposit amount must be decreased or increased.

306.3 Amount of Deposit for Temporary Service

Involving Temporary Meter Loop or location of service:

Deposit requirements are as set in 306.1 or 306.2 and a non-refundable fee of \$50.00.

306.4 Amount of Deposit after Disconnection for Nonpayment

Residential and Commercial Accounts:

New or additional deposit required. Twelve (12) month billing average, times two (2), plus fifteen percent (15%).

Solid Waste (Garbage) ONLY accounts: \$50.00 deposit.

306.5 Amount of Deposit after Delinquencies

Residential and Commercial Accounts:

- A. Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%) due at the time of application and/ or prior to connection due within 10 days of written notice.

309. DEFERRED PAYMENT PLAN

The submission of a Deferred Payment Plan shall cost an Administration fee of \$25.00.

400. SERVICE FEES

400.1 New Application for Service

\$50.00 billed to first bill.

400.2 Disconnection & Reconnection Fees

Disconnect fee: \$50.00.

Reconnect fee: \$50.00.

After Hours Reconnection fee: \$75.00.

400.3 Trip Fees

A. Investigation fee regular business hours: \$50.00.

B. After Hours Investigation: \$100.00.

C. Miscellaneous Service fee: \$50.00.

D. Meter Re-reading fee: \$25.00.

E. Meter Inaccessible fee: \$25.00.

400.4 Transfer of Service Fee

\$20.00 charge per account

400.5 Returned Check Fee

Applicable amount determined by the District Attorney plus any charges assessed against the City by any financial institution for each payment instrument dishonored or returned to the City by the customers bank or financial institution.

400.6 Meter Test Fee

Customer will be charged the actual cost of the meter test plus a \$25.00 fee.

400.7 Reproduction of Utility Account Information, Rules and Regulations

A. Utility Rules and Regulations/Policy/Ordinance
All or Part: the reasonable cost of reproduction as per State Law.

B. Open Records Request: the reasonable cost of reproduction as per State Law.

400.9 Temporary Service Connection

A one time, non-refundable charge of \$50.00 will be charged per service location.

400.10 Tampering With City's Meters, Equipment or Other Property, and Unauthorized Use or Consumption of Utility Service

Any one or more of the following charges may apply to an individual who tampers with City meters, equipment or other property or, without authorization, uses or consumes utility service:

- A. Minimum charge of \$500.00 or actual damages or both.
- B. Actual Cost of repairs and/or replacement of any damaged meters, equipment or other property, and the cost of installing protective facilities or relocation the meter, equipment or other property.
- C. The cost of the estimated or actual amounts of service used without City authorization.
- D. Trip fee of \$25.00 per City personnel to investigate, evaluate and correct the tampering or diversion.
- E. All other costs associated with the investigation, evaluation and correction of the meter tampering or diversion, including personnel time, travel expenses, engineering expenses and legal expenses.
- F. All fees must be paid in full prior to the reconnection of service.

400.11 Miscellaneous Customer Billings

Other Miscellaneous fees may apply as determined by the appropriate City department and payable in advance by the Customer.

501.4 Solid Waste (Garbage)

The Customer shall be charged for each receptacle provided by the Solid Waste collection provider. This costs is subject to change on a yearly basis.

502. METERS AND METER READING

Customer will be notified if their meter(s) become obstructed. If the Customer fails to correct the problem, after notification by

the City, the Customer will be charged the cost incurred by the City in correcting the obstruction and a \$25.00 trip charge.

Each time the City has to return to a location to attempt a meter reading, the customer will be charged \$25.00.

Customers will receive one written warning if their meter or any component of the automated meter is damaged due to negligence from the customer and no longer is communicating with the City's network. The second occurrence will result in a charge equal to the cost to repair damaged components and a trip charge.