

# **CITY OF LIVERPOOL, TEXAS UTILITY SERVICE REGULATIONS**

## **I. SERVICE CONTRACT**

When a customer desires to be supplied services by the City, an APPLICATION FOR SERVICE form shall be filled out and properly executed. Persons residing in a newly constructed home or a mobile home just moved into the City shall be required to submit a copy of the BUILDING PERMIT issued by the City with the APPLICATION OF SERVICE. Such application shall constitute a service contract between the customer and the City, and shall continue to effect until canceled by either party. The application must be signed in person by the applicant or a duly authorized agent. Proper identification will be required. Service contracts are binding upon the heir's legal representative and successors of the customer, but are not assignable. The City shall rely on information supplied by the applicant, and shall not be held responsible for false or misleading information contained in the application for service. Deliberate false or misleading information supplied by the applicant shall be cause for immediate termination of service.

## **II. REFUSAL OF SERVICE**

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

### **1. Inadequate Facilities**

If applicant's facilities or installation is of such a nature that satisfactory or safe service cannot be given; or

### **2. Indebtedness**

If applicant has any outstanding indebtedness to the utility department, and if such indebtedness is in dispute, applicant will be served by the city utilities upon posting a settlement deposit in the disputed amount; to be retained by the City until such a dispute is resolved. Upon settlement, the deposit shall either be retained or refunded. Indebtedness shall include failure to pay the utility bill or another customer when a change of customer identity is made to deliberately evade payment of a legitimate utility bill.

## **III. SUSPENSION OF SERVICE**

When a hazardous breach of service occurs on the customer side of the point of delivery, or such event serves to jeopardize service to other customers in

the system, the City reserves the right to suspend service, without notice, until such situation is corrected.

#### IV. DISCONTINUANCE OF SERVICE

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

1. Failure to pay utility bills.
2. Returned checks.
3. Violation of City utility regulations.
4. Theft of service.
5. Failure to discontinue or correct a known dangerous or unwarranted condition.
6. Inability to obtain reasonable access to utility meters.

#### V. SERVICE RULES

##### 1. Meter Readings

There will be one water meter for each residence. Under normal circumstances, customer meters will be read on or about the 12<sup>th</sup> day of each service month, or on or about the next succeeding working day if the 12<sup>th</sup> day is on a week end. If meters cannot be read because of dogs, cars, brush, etc., a notation shall be made by the meter reader, and the utility officer shall estimate the meter reading based on average usage. The customer will be notified by certified mail that the problem must be resolved before the next meter reading, or service will be disconnected. Correction of estimated reading, if necessary, will be made in the next succeeding month following removal of the problem.

##### 2. Billing

The current bill is due and payable on the 15<sup>th</sup> of the month, and if not paid by the 15<sup>th</sup> of the month, on the 16<sup>th</sup> day, a late fee of \$5.00 will be added to the bill.

##### 3. Delinquent Bills

If a bill is not paid by the 20<sup>th</sup> day of the service month, a cutoff list will be prepared on the 21<sup>st</sup> day of the service month. Service will be disconnected. A follow-up will be conducted to ascertain the water has not been reconnected by the customer.

##### 4. Reconnects

Upon payment of all past due amounts and such other payments necessary to make the account current, including the gross amount of the bill, plus payment of the reconnect fee, utility service shall be restored within 24 hours.

5. Life Support

In the event that the City utility service is necessary to sustain a life support system, the customer shall be required to notify the City, in writing, in advance that such necessity exists, and the conditions and terms of such necessity. The City reserves the right to verify such necessity including the requirements of supporting medical documentation. Life support utility service shall not be discontinued by the City of non-payment of bills, unless the customer so affected has been personally notified to the City's intent to discontinue service and given not less than 30 calendar days to resolve the financial deficiency. Emergency backup systems shall be the customer's responsibility.

6. Deferred Payment Plan

In life support cases, or extreme hardship cases as approved by the City Council, utility service may be continued to be provided for the following:

- A. Current utility bills are kept up to date.
- B. A reasonable time payment plan is accepted by the City for payment of all delinquent utility accounts, fees, and penalties. Such time period shall not exceed 12 months. Failure to make timely payments for current service or failure to make timely payment on delinquent accounts shall be cause for terminating of service according to regular termination procedures.

VI. DEPOSITS

- 1. Customers currently on the water system on date of acquisition by the City shall not be required to pay a deposit; however, should service be discontinued for any reason, a \$75.00 deposit, plus reconnection fee must be remitted in addition to the outstanding balance due.
- 2. All new customers shall be required to pay a \$75.00 deposit. Deposits shall be waived for letters of credit or co-signers. A deposit will not be required for public schools, governmental agencies or churches.
- 3. Interest on deposits shall not be paid by the city.

4. Unclaimed deposits shall be maintained on the city records for two years. After any such funds have been unclaimed for two years, notice shall be published in a newspaper of general circulation with Brazoria County, Texas, stating the funds on account of utility customers of the City of Liverpool, unless claimed within 21 days become the property of the City of Liverpool. Such notice shall be published one time and shall list the names of the customers having funds on deposit.

## VII. FEES

The following fees shall be charged for service:

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|---|-------------------|
| 1. Base: 3000 gallons of water<br>(Residential in City Limits)      | \$30.00           |
| 2. Base: 3000 gallons of water<br>(Residential outside City Limits) | \$35.00           |
| 3. Base: 3000 gallons of water<br>(Business)                        | \$40.00           |
| 4. Every 1000 gallons over base                                     | \$1.00 per gallon |
| 5. Late Fee   | \$5.00            |
| 6. Reconnection fee   | \$20.00           |
| 7. Water Tap (includes meter:                                       | \$250.00          |
| 8. Existing Taps (installation fee)                                 | \$50.00           |
| Plus cost of meter – plus<br>Water Deposit                          | \$75.00           |
| 9. Accuracy Test  | \$25.00           |
| 10. Returned Check  | \$25.00           |
| 11. Research Account<br>(Customer's request)                        | \$5.00            |
| 12. Capital Recover fee   | Minimum \$200.00  |

Anyone who wishes to disconnect from City water and reconnect to their well may do so, provide the disconnection is performed by a City employee; and if at a later date the customer wishes to reconnect to City water, the customer will have to pay a reconnection fee of \$30.00 plus a deposit of \$75.00.

## VIII. ADJUSTMENTS

If a meter accuracy test discloses a registration error of more than 4%, either fast or slow, all customers' bills that are affected by such error shall be appropriately adjusted, based on the best information available, except that adjustments will not be retroactive more than one year, or to the last meter test, whichever was more recent. If an accuracy test is conducted at the request of the customer, and such test reveals the meter register correctly within the established limits, the customer

shall pay the cost of the accuracy test. If an over-read occurred, the customer shall not be charged an accuracy test fee.

## IX. COMPLAINTS

The City should investigate customer complaints. A written record of the details of all customer complaints shall be kept for a period of one year.

## X. APPEALS

A customer may appeal the application of any provision of the Service Regulations to the City Council whose administrative decision is final.

## XI. SUPPLYING AND TAKING OF SERVICE

### 1. Supply of Service

The City of Liverpool utility services are supplied at rates which are established by City Council, and amended from time to time. The City shall bear no responsibility for any occurrence or conditions beyond the point of delivery of service.

### 2. Continuity of Service

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

### 3. Customer Responsibility

The customer assumes all responsibility for any occurrence or condition on the customer side of the point of delivery. The customer shall not utilize any City utility service for resale, except by means of a contract with the City for that purpose. All utility apparatus, materials and workmanship

installed by the customer shall meet all applicable laws and be selected and maintained with the intent of obtaining the maximum in safety, efficiency and protection of facilities. The customer has the responsibility to protect City service apparatus on customer's premises from any use, repair alteration or damage by anyone other than employees or agents of the City. The customer is financially responsible for loss of water on the consumer side of the point of delivery, unless such loss is due to negligence on the part of the City. When a new or reconnect of utility is made, the customer must be physically present at the site of the meter, or else must present to the City a signed statement of release of liability for such action.

A connection between the City water service and a private well or private water system is prohibited.

House numbers must be a minimum size of 3 inches, and must be visible from the street.

#### 4. City Inspection

The City retains the right, but does not assume the duty, to inspect the customer's installations at any reasonable time, and to take appropriate action in the event such installations do not conform to the regulations herein. Any customer who obtains utility service from the City by circumventing or tampering with any City utility metering device or apparatus, or by any other means, damages any facility, or interferes with the intent manner of providing utility service shall be in violation of these regulations. Evidence of intention to defraud the City of Liverpool and shall result in prosecution as provided by law.

## XII. CONSUMER ASSENT

All provisions of these regulations shall be deemed to be incorporated into a contract between the City of Liverpool and it's customers, and by the act of applying for and accepting utility service from the City, customer assents to the knowledge and acceptance thereof, as evidence by the signing of the Application of Service.

## XIII. NONLIABLITY

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

