

# **WATER UTILITY TARIFF**

Policies, Rules, and Forms

## **CITY OF HAYS**

Incorporated November 6, 1979  
CCN No.11457  
Serving the City of Hays, Hays County, Texas

526 Tanglewood Trail  
Buda, TX 78610  
(512) 295-4792

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**Part 1**  
**ORDINANCE**

ORDINANCE NO: 070797

AN ORDINANCE ADOPTING A WATER UTILITY TARIFF; ESTABLISHING POLICIES; ESTABLISHING DEFINITIONS; DESIGNATING THE GEOGRAPHICAL AREA SERVED; ESTABLISHING SERVICE RULES, AN EXTENSION POLICY, RATES AND SERVICE FEES, AN EMERGENCY RATIONING PROGRAM, AND AN INDIGENT ASSISTANCE POLICY; PROVIDING FOR PUBLIC ACCESS; ESTABLISHING PENALTIES; REPEALING ALL CONFLICTING PROVISION IN OTHER ORDINANCES; PROVIDING SAVINGS CLAUSES; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hays has purchased the Estates Utilities Water Supply Corporation water system that serves the citizens of the City and other Customers;

WHEREAS, the City of Hays' desire to adopt policies, rules, and forms for the operation and management of the water system;

NOW, THEREFORE, BY THE CITY COUNCIL OF THE CITY OF HAYS, TEXAS, that:

**SECTION 1. SHORT TITLE**

This Ordinance shall be known as the **Water Utility Tariff**.

**SECTION 2. PURPOSE**

The City of Hays adopts this Water Utility Tariff as the City's statement of its policies and means of regulating the application for and delivery of water utility service from and by the City.

**SECTION 3. PARTS**

This Water Utility Tariff is comprised of the following parts:

- |                             |                                |
|-----------------------------|--------------------------------|
| 1. This Ordinance           | 6. Rates and Service Fees      |
| 2. Definitions              | 7. Extension Policy            |
| 3. Policies                 | 8. Emergency Rationing Program |
| 4. Geographical Area Served | 9. Forms                       |
| 5. Service Rules            |                                |

**SECTION 4. PUBLIC ACCESS**

The City shall make a copy of this Water Utility Tariff, as amended, available to the public during the City's regular office hours subject to the requirements of the Texas Open Records Act. Requests for copies of this Tariff shall be subject to the payment of reproduction costs as allowed under the Texas Open Records Act.

**SECTION 5. RATIFICATION**

The City Council hereby ratifies the City's use of the Tariff of Estates Utilities Water Supply Corporation as its tariff for any time period before the effective date of this Ordinance.

**SECTION 6. PENALTIES**

(a) Any person who violates any provision of this Tariff shall be guilty of a misdemeanor. Upon conviction, such person shall be subject to a fine not to exceed Five Hundred Dollars (\$500) or the maximum fine for violating the City's ordinances that govern fire safety, zoning, public health and sanitation.

(b) Each day during which a violation is committed or permitted to continue shall constitute a separate punishable violation of this Ordinance.

**SECTION 7. REPEAL OF CONFLICTING PROVISIONS AND SAVINGS CLAUSES**

(a) All provisions in all other ordinances that are in conflict with this Tariff are repealed, which repeal shall take effect upon the effective date of this Tariff.

(b) This Tariff does not repeal any prior agreement between the City and any party or between Estates Utilities Water Supply Corporation and any party, except as may be provided in those agreements.

(c) The adoption of this Tariff shall not affect any act or offense committed, or any penalty or forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.

**SECTION 8. SEVERABILITY**

If any portion of this Tariff is held to be invalid or unenforceable for any reason, that holding shall not be construed to affect any other provisions of this Tariff, which shall remain in full force and effect.

**SECTION 9. EFFECTIVE DATE**

This Tariff shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Joleen B. Brown  
Mayor, City of Hays

ATTEST:

\_\_\_\_\_  
Pat Ford  
City Administrator, City of Hays

## **Part 2**

### **DEFINITIONS**

Part 2  
DEFINITIONS

2.01. **Definitions.** When used in this Tariff, the following terms shall apply unless the context clearly dictates otherwise:

**Active Service** means the service status of any City of Hays Customer actively receiving authorized water service under the provisions of this Tariff.

**Applicant** means a person applying for water utility service from the City of Hays.

**City** means the City of Hays, Texas

**Council** means the City Council of the City of Hays, Texas.

**Certificate of Convenience and Necessity or CCN** means the certificate that the Texas Natural Resource Conservation Commission granted the City under Chapter 13 of the Texas Water Code for the City to provide water utility service within territory defined in that certificate. The City has Certificate Number 11457.

**Certificated Service Area** is the territory defined in the City's CCN.

**Customer** means a person to whom the City of Hays provides water utility service and who is complying with this Tariff.

**Disconnection of Service** means the City's locking or removal of a water meter to prevent the use of water by a Customer.

**Easement** means a private, perpetually dedicated right for the installation of water pipelines and necessary facilities and for access to the property for future maintenance, facility replacement, or installation of additional pipelines.

**Farmers Home Administration or FmHA** was an agency of the U.S. Department of Agriculture that is now known as the Rural Development Administration (RDA).

**Final Plat** means a complete and exact plan for the subdivision of a tract of land into lots for marketing that has the approvals from all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of the subdivision.

**New Service Capital Contribution** means a fee that the City assesses a new Applicants for water service for the purpose of acquiring capital in an amount projected to defray the cost of expanding and up-grading the City Water System to meet growth demands created by adding customers. The City charges this fee for each Living Unit Equivalent (LUE) or lot or tap for which an Applicant has requested new service.

**Hazardous Condition** means a condition that jeopardizes the health and welfare of the Customers or the City as determined by the City or an appropriate regulatory authority.

**Liquidated Service** means an Active Service that the City has canceled due to delinquent charges exceeding a Customer's Service Deposit or for other reasons as specified in this Tariff.

**Master-Metered Service Complex** means a complex in which a single meter serves two (2) or more residential dwelling units.(eg: duplex)

**Meter-Tampering, By-Passing, or Diversion** means tampering with the City's meter or equipment, by-passing the same equipment, or other instances of diversion, such as removing a locking or shut-off device that the City used to discontinue service, physically disorienting the meter, attaching objects to the meter to divert service or to by-pass, inserting objects into the meter, and other electrical and mechanical means of tampering with, by-passing, or diverting service.

**Minimum Monthly Charge** means the monthly charge that the City assesses each Customer utilizing service or each Customer who has the opportunity to utilize service through a metering device that the City has installed. In this Tariff, minimum monthly charge (common name) may be used generically to describe Minimum Monthly Charge or Reserved Service Charge, the two monthly charges that the City assesses each Customer entitled to service. (See Definition of Reserved Service Charge.)

**Indication of Interest Fee** means the fee that an Applicant pays to the City in determining the feasibility of a construction and/or expansion project. The Indication of Interest Fee may be converted to a Service Deposit upon the City's determination that providing service to the Applicant is feasible.

**Person** means any natural person, partnership, cooperative corporation, association, private corporation, agency, or public or private organization of any character.

**Reconnect** means the Service is turned back on after the bill balance and fees are paid in full.

**Re-Service** means the City's providing service to an Applicant at a location for which service previously existed, but where the City has liquidated service and now requires the fitting of a metering device into an existing setting and possibly requiring modifications to the setting to restore service.

**Reserved Service Charge** means a minimum monthly charge that the City assesses each Applicant or Customer who has applied for service with the City but has delayed the installation of meter(s) on the lot or property for which the Applicant or Customer has requested service. The purpose of this fee is to reserve service capacity at a desired location pending a decision on the part of the Applicant or Customer of where to locate the meter. The Applicant or Customer pays this fee monthly in lieu of the Minimum Monthly Charge until such time as a lot may be sold and a metered connection provided as requested.

**Rural Development Administration or RDA** is an agency of the U.S. Department of Agriculture that provides loan and grant funds for development of rural water systems serving communities with a population of less than ten thousand (10,000) and who has financed the existing City of Hays Water System.

**Service** means "water utility service" or "water service" from the City of Hays.

**Service Classification** means a type of service that warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type application, etc. as determined by the City upon evaluation of the service requirements of the Applicant or Customer.



***Service Application and Agreement*** means a written agreement between the Applicant or Customer and the City outlining the responsibilities of each party regarding the provision of water utility service.

***Surrendered Service*** means water utility service that the City has discontinued at the request of the Customer when the Customer has paid all the Customer's indebtedness due the City in full.

***TCEQ*** means the Texas Commission On Environmental Quality or its successors.

***Tariff*** means this Ordinance.

***Transferee*** means an Applicant receiving City water service by legal means from a person or entity desiring to forfeit and transfer current rights to service to another person or entity.

***Transferor*** means a Customer who transfers City water service by legal means to another person or entity to qualify for service to a property to which the City currently provides service.

***City of Hays Water System or City Water System or City of Hays Water Department*** means the equipment, appurtenances, and all other facilities that the City of Hays uses to provide water utility service to its Customers.

**Part 3**  
**POLICIES**

Part 3  
POLICIES

3.01. **Non-Discrimination Policy.** The City provides water service to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status.

3.02. **Rules Application.** The rules in this Tariff apply to the water service that the City furnishes. A Customer's or Applicant's failure to observe this Tariff, after due notice of that failure, automatically gives the City the authority to deny or to discontinue the furnishing of service according to the procedures in this Tariff, as amended, and applicable state and federal regulations.

3.03. **Fire Protection Responsibility.** Fire hydrants installed within the City Water System are provided at the convenience of the City and do not imply any responsibility on the part of the City to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants that individuals or groups of individuals pay for and donate to the City for volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. The City reserves the right to remove any fire hydrant, due to improper use or detriment to the City Water System as the City determines, at any time without notice, refund, or compensation to the contributors.

3.04. **Limited Liability.** The City is not liable for damages caused by service interruptions, events beyond its control, and for normal water system failures. The limit of liability of the City is the extent of the cost of service provided. By acceptance of water service, an Applicant consents to waiver of such liability.

3.05. **Information Disclosure.** The City shall keep the records of the City of Hays Water Dept. in the City of Hays Water Dept. Office. Upon request, the public, including any citizen of the City subject to the limitations, exceptions, and restrictions of the Texas Open Records Act, may examine these records. Persons examining these records may not remove them from the City's offices. The City's staff reserves the right to require reasonable notice of requests for information and the opportunity to consult its governing body or legal counsel prior to disclosure. Requests for copies of these records shall be subject to the payment of reproduction costs as allowed under the Texas Open Records Act.

3.06. **Customer Notice Provisions.** The City shall give written notice of monthly water rate and other rate changes by mail or hand delivery to all affected Customers in accordance with any and all applicable State rules or laws. The notice shall contain the old rates, new rates, date of Council authorization, and the name and phone number of the contact person that the City has designated to address inquiries about the rate change.

3.07. **Grievance Procedures.** Any Customer of the City Water System or individual demonstrating interest under the policies of this Tariff in becoming a customer of the City shall have an opportunity to voice concerns or grievances to the City by the following procedures:

- (1) A person with a concern shall present that concern to the City's Mayor or authorized staff member for discussion and resolution.
- (2) If the Mayor or the authorized staff does not resolve the concern to the satisfaction of the aggrieved party, then that person may present a letter to the Mayor requesting a meeting before

the Council. The letter shall state the individual's desired business before the Council and the desired result.

(3) The Mayor shall review the request and determine the best means by which the City may resolve the complaint.

(4) The Mayor shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.

(5) The Council, a subcommittee of the Council, or the Council's legal counsel shall hear the complaint as directed by the Council.

(6) If the complaint is heard other than by the Council, the subcommittee or legal counsel shall report its recommendation in full to the Council for a decision by the Council.

(7) The Council shall act upon the information available and direct the Mayor or other representative to respond to the complaint by communicating the Council's decision in writing to the complainant.

(8) The City shall suspend all charges or fees contested as a part of the complaint to be reviewed by the Council under this policy until the Council has satisfactorily reviewed and made a final decision.

(9) The Council's decision shall be final.

**Part 4**

**GEOGRAPHICAL AREA SERVED**



**Part 5**  
**SERVICE RULES**

Part 5  
SERVICE RULES

5.01. **Service Entitlement.** An Applicant is fully qualified and entitled to water service when the Applicant has made proper application, has met the terms and conditions of service, continues to meet such terms and conditions, and has paid all fees that this Tariff prescribes.

5.02. **Service Classifications and Application Procedures and Requirements.**

(a) Service Classification. For the purposes of this Tariff, the service that an Applicant requests from the City is divided into the following two (2) classes:

(1) *Standard Service* is service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, Standard Service would include only 5/8" x 3/4" to 3/4" sized meter services set on existing pipelines.

(2) *Non-Standard Service* is any service requested that is not Standard Service. In addition to satisfying the following requirements for service, the City will require an Applicant for Non-Standard Service to satisfy the service requirements as prescribed Part 7 of this Tariff prior to extension of such pipelines, and/or service facilities.

(b) Requirements for Standard and Non-Standard Service.

(1) The Applicant must complete in full and sign the City of Hays Water Dept. Service Application and Agreement Form. (*See* Part 9)

(A) Application for Standard Service to residential homes that have three or more bathrooms, a swimming pool and/or irrigation (sprinkler) system will be required to have a service connection of 3/4" service or greater to provide adequate service capacity.

(2) The Applicant must complete a Utility Easement Form and obtain the City's approval of the form, for the purpose of allowing future extensions or facility additions to improve or provide service to future Applicants. (*See* Part 9) The City may postpone this requirement for Non-Standard Service requests.

(3) The Applicant shall provide proof of ownership, title to property, or rental agreement with the property owner for which it has requested in a manner acceptable to the City.

(4) The Applicant shall provide proof that it has applied to the proper regulatory authority for approval of the installation of on-site sewage disposal facilities as authorized under the Texas Sanitation and Health Protection Law, Texas Health & Safety Code, §§285, for all services requiring such installations.

(5) If the water main that will serve the subject property is located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant an easement to the City of Hays, or its predecessor, for the purposes of installing the water main and appurtenances, and the City has



documentation of such refusal on file, the Applicant shall grant an easement to the City for this purpose prior to the City's installation of the requested service. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for relocation onto the Applicant's property pursuant to such easement.

(c) Approval of Service Applications. The City will present all approved Service Applications and all quotes for cost of service fees to the Applicant in writing. These approvals and quotes will be binding on the City for a period not to exceed thirty (30) days after the City presents them in writing to the Applicant. After the expiration of this thirty-day period, to receive water service from the City, an Applicant must re-apply for service under the terms of this Tariff.

#### **5.03. Activation of Standard Service.**

(a) New Tap. The City shall charge a non-refundable Service Installation Fee as required under Part 6 of this Tariff. The City will quote the Service Installation Fee in writing to the Applicant. The Applicant shall pay all other fees in advance of installation or in advance of reservation of service capacity including, as applicable, the Service Deposit, any Easement Fees, and the New Service Capital Contributions or Tap Fee, as required under Part 6 of this Tariff.

(b) Re-Service. On property where service previously existed, the City shall charge the Service Deposit and the justifiable and reasonable labor and material costs necessary for the City to restore service.

(c) Performance of Work. After the Applicant pays all applicable fees and the proper authorities grant the necessary approvals, the City's staff or the City's designated representative shall complete all tap and equipment installations that the City has specified. The City will complete the tap installation on a "top priority-ASAP" basis after its receipt of the quoted installation fees.

#### **5.04. Activation of Non-Standard Service.**

(a) New Non-Standard Service. The City will activate Non-Standard Service as prescribed by terms of Part 7 of this Tariff.

(b) Re-Service. The same terms of § 5.03(b) (Activation of Standard Service: Re-Service) shall apply to Non-Standard Re-Service requests.

**5.05. Changes in Service Classification.** If at any time, the City determines that: (1) a Customer's service needs have changed from those needs for which the Customer originally applied to a different service classification, and (2) additional or different facilities are necessary to provide adequate service, the City shall require the Customer to re-apply for service under the terms and conditions of this Tariff. Customers failing to comply with this provision shall be subject to § 5.14(a) (Disconnection of Service: Disconnection With Notice).

#### **5.06. Service.**

*NOTE:* If the City is conducting a potential customer's survey for indications of interest in future water service for the purpose of determining the feasibility of an initial construction or expansion project under RDA guidelines, the City may modify regular application procedures. The City may require Applicants to pay an Indication of Interest Fee prior to qualifications for

receipt of service, but shall use or apply those fees as a Service Deposit for the customer if the Applicant ultimately receives or reserves water service as a result of the planned project facilities. If the City does not provide service within the scope of this project, the City will refund the Indication of Interest Fees, less expenses, within sixty (60) days of the loan closing with RDA.

(a) Transfers of Service. The transfer of service is subject to approval of the City. The City will transfer service and record a transfer on its records only upon the following conditions:

(1) The Transferor's and Transferee's completion of a Transfer Authorization Form; (*See Part 9*)

(2) The Transferee's completion of the required Application Packet;

(3) The Transferor's payment of all indebtedness due the City;

(4) The Transferee's presentation of satisfactory evidence of ownership of the property designated to receive service, and

(5) The Transferee's posting a new Service Deposit, if the Transferor requests a refund of its Service Deposit.

(b) Cancellation of Service.

(1) To keep service in good standing, a Customer must pay the minimum monthly charge each month to the City, regardless of whether the Customer uses any water during the applicable month. A Customer's failure to pay this minimum monthly charge to the City shall jeopardize the Customer's service standing and give rise to liquidation of the Service Deposit.

(2) A Customer may terminate this obligation to pay by surrendering the service to the City. To surrender service, the Customer shall complete a Request for Service Discontinuance Form prior to termination of service. (*See Part 9*) However, a Customer is not relieved of any obligations incurred prior to the date of termination of service. Rights to future service to a Surrendered Service tap shall be extended on an as-available basis and subject to the terms of §§ 5.03(b) and 5.04(b) (Activation of Standard Service: Re-Service and Activation of Non-Standard Service: Re-Service).

(c) Liquidation Due To Delinquency. When the amount of any delinquent minimum monthly charges, gallonage charges, penalties, and service fees that the Customer owes equals that Customer's Service Deposit, the City will liquidate the Service Deposit and cancel service. If the Customer leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Customer owes more than its Service Deposit, the City may liquidate as many of the Customer's Guarantor's Service Deposits as necessary to satisfy the balance due the City. The City shall collect any remaining account balances through appropriate means. Reinstatement of service shall be subject to §§ 5.03(b) and 5.04(b) (Activation of Standard Service: Re-Service and Activation of Non-Standard Service: Re-Service).

(d) Cancellation Due to Non-Compliance with Tariff. The City may cancel service anytime a Customer fails to comply with this Tariff, including but not limited to a Customer's failure to provide proof of ownership of the property from which the service arose.

**5.07. Owners of Rental Property.**

(a) Any Customers or property owners renting or leasing property to other parties are responsible for all charges due the City if a renter or lessee leaves the City with any unpaid bills. The City will bill the renter or lessee for service as a third party, but the Customer or property owner is fully responsible for all unpaid bills left by the renter or lessee.

**5.08. Denial of Service.** The City may deny service for the following reasons:

(1) Failure of an Applicant or Transferee to complete all required forms and pay all required fees and charges;

(2) Failure to the Applicant or Transferee to comply with this Tariff;

(3) Existence of a hazardous condition at the Applicant's property that would jeopardize the welfare of the Customers of the City upon connection to the City Water System;

(4) Failure of Applicant or Transferee to provide representatives or employees of the City reasonable access to property for which the Applicant or Transferee has requested service when the City has reason to believe that a hazardous condition may exist for which access is necessary to verify;

(5) Failure of Applicant or Transferee to comply with all governmental rules of the City on file with the state regulatory agency governing the service for which the Applicant or Transferee has applied;

(6) Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the City, of property for which the Applicant or Transferee has requested the tap; or

(7) Applicant's service facilities are known to be inadequate or of such character that the City cannot provide satisfactory service.

**5.09. Applicant's or Transferee's Recourse.** If the City refuses to serve an Applicant under the provisions of this Tariff, the City must notify the Applicant, in writing, of the basis of its refusal, and the Applicant may file for an appeal, in writing, with the Council.

**5.10. Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause for the refusal of service to an Applicant:

(1) Failure to pay a bill to correct previous under-billing due to misapplication of rates more than six (6) months prior to the date of application;

(2) Violation of the City's rules pertaining to operation of non-standard equipment or unauthorized attachments that interfaces with the service of others, or other services such as communication services, unless the City has first notified the Customer and afforded the Customer a reasonable opportunity to comply with these rules;

(3) Failure to pay a bill of another Customer as guarantor of that bill unless the guarantor made the guarantee in writing to the City as a condition precedent to service;

(4) Delinquency in payment for service by a previous occupant of the premises to be served; or

(5) Failure to pay for materials or charges for non-utility service that the City has provided.

**5.11. Deferred Payment Agreement.** The City may offer a deferred payment plan to a Customer who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments, as determined by the City, including any Late Penalty Fees or interest on the monthly balance to be determined according to the agreement. (*See Part 9*)

**5.12. Charge Distribution and Payment Application.**

(a) Minimum Monthly Charge or the Reserved Service Charge. The City will apply the Minimum Monthly Charge or the Reserved Service Charge from the first day of the billing period to the last day of the billing period. The City will prorate charges for meter installations and service terminations falling during the billing period. The City will mail billings for this amount on or about the 1st of the month following the billing period for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Customer.

(b) Usage Fee. The City will bill a Usage Fee at the rate specified in Part 6. The Usage Fee is based on monthly meter readings and is calculated from reading date to reading date. The City's employees or designated representatives shall take all readings used in all billing calculations.

(c) Posting of Payments. The City shall post all payments against previous balances prior to posting against current billings.

**5.13. Due Dates, Delinquent Bills, and Service Disconnection Date.** The City shall mail all bills on or about the 1st of the month. All bills shall be due by the date indicated on the bill (allowing approximately twenty (20) days to pay), after which time, the City shall apply a penalty as described in Part 6. A bill is delinquent if not paid by the due date. Payments made by mail will be considered late if not received by the due date. The City shall mail final notices allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage.

**5.14. Disconnection of Service.** The following are the terms and conditions for disconnection of service:

(1) Disconnection With Notice. The City may disconnect service for any of the following reasons after it has given proper notification:

(A) Returned Checks -- If a person gives a check, draft, or any other similar instrument to the City for payment of services provided for in this Tariff, and the bank or similar institution returns the instrument as insufficient or non-negotiable for any reason, the City shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice. A person must redeem the returned instrument with cash, a money order, or a certified check. A Customer's failure to meet these terms shall cause the City to initiate disconnection of service and file criminal charges if not paid in 10 days.

(B) Failure to Pay -- If a person fails to pay a delinquent account for water service or fails to comply with the terms of a deferred payment agreement;

(C) Rules Violation -- Violation of the City's rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment if the City has made a reasonable attempt to notify the Customer and has provided the Customer with a reasonable opportunity to remedy the situation;

(D) Noncompliance -- Failure of a Customer to comply with the terms of the Customer's Service Agreement, this Tariff, or any special contract that the Customer has with the City provided that the City has given notice of the nature of the noncompliance, and the Customer has failed to comply within a specified amount of time after notification.

(E) Denial of Access -- Failure to provide access to the meter under the terms of this Tariff or to property at which service is received when the City has reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.

(F) Misrepresentation -- An Applicant's or Transferee's misrepresentation of any fact on any form, document, or other agreement that the City requires to be executed.

(G) Noncompliance of Sewage Facilities -- Failure of a Customer to meet requirements of the applicable regulatory authority for construction or maintenance of on-site sewage facilities as authorized in the Texas Sanitation and Health Protection Law, Texas Health & Safety Code, §§ 285.

(H) Failure to Re-Apply -- Failure of a Customer to re-apply for service upon notification by the City that the Customer no longer meets the terms of the service classification for which the Customer originally applied.

(2) Disconnection Without Notice. The City may disconnect water service without notice for any of the following conditions:

(A) Dangerous or Hazardous Condition -- A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law, Texas Health & Safety Code, §§285, or the City has reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition;

(B) Unauthorized Connection -- Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; or

(B) Meter Tampering, By-Passing, or Diversion -- In instances of tampering with the City's meter or equipment, by-passing the meter or equipment, or other diversion of service.

(3) Posting Notice. When reasonable, given the nature of the reason for disconnection, the City will post a written statement providing notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after it has disconnected service.

(4) Disconnection Prohibited. The City may not disconnect water service for any of the following reasons:

(A) Nonpayment of Non-Utility Costs -- Failure of a Customer to pay for merchandise or charges for non-utility service that the City provides, unless an agreement exists between the Applicant and the City in which the Customer guarantees payment of non-utility service as a condition of service;

(B) Nonpayment of Different Class of Service -- Failure of a Customer to pay for a different type or class of service unless a fee for that service is included in the same bill;

(C) Nonpayment of Charges from Under-billing -- Failure of a Customer to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;

(D) Failure to Pay for Another -- Failure of a Customer to pay the account of another Customer as guarantor of that account, unless the City has in writing the guarantee as a condition precedent to service;

(E) Failure to Pay for Under-billing Due to Faulty Metering -- Failure of a Customer to pay charges arising from an under-billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are due to meter reading error.

(F) Failure to Pay Estimated Bill -- Failure of a Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the City is unable to read the meter due to circumstances beyond its control;

(5) Disconnection on Holidays and Weekends. Unless a dangerous condition exists or the Customer requests disconnection, the City shall not disconnect service on a day, or on a day preceding a day, when personnel of the City are not available to the public for the purpose of making collections and reconnecting service.

(6) Disconnection Due to Utility Abandonment. The City may not abandon a Customer or a Certificated Service Area without written notice to its Customers and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality (TCEQ).

(7) Disconnection for Ill and Disabled. The City may not disconnect service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if the City disconnects service. Each time a Customer seeks to avoid disconnection of service under this paragraph, the Customer must have the attending physician call or contact the City within sixteen (16) days of issuance of the bill. The City must receive a written statement from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the City and Customer's physician. The Customer shall enter into a Deferred Payment Agreement.

(8) Disconnection of Master-Metered Services. When a bill for water service is delinquent for a master-metered service complex, the following shall apply:

(A) The City will send a notice to the Customer as required in this section. This notice shall also inform the Customer that notice of possible disconnection will be provided to the tenants of the complex in six (6) days if the Customer does not make payment before that time.

(B) At least six (6) days after providing notice to the Customer and at least four (4) days prior to disconnection, the City shall post at least five (5) notices in public areas of the master-metered service complex notifying the residents of the date that the City has scheduled for disconnection of service.

(C) The tenants may pay the City for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.

**5.15. Billing Cycle Changes.** The City reserves the right to change its billing cycles if the work load requires it to do so.

**5.16. Back-Billing.** The City may back-bill a Customer for up to six (6) months for metering errors, misapplied meter multiplier, incorrect meter readings, and errors in computing a Customer's

bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. "If the City has back-billed a Customer, the Customer must pay the most recent six months of back-billing. If the Customer fails to do so, the City may disconnect service and require the Customer to re-establish credit." The City may not back-bill beyond the current Customer served.

5.17. **Disputed Bills.** If a Customer disputes a bill, the City shall forthwith make and conduct an investigation as the circumstances of the particular case requires and shall report the results of the investigation in writing to the Customer. A Customer must submit all disputes under this section to the City, in writing, prior to the due date posted on the disputed bill.

5.18. **Inoperative Meters.** The City will repair or replace water meters found inoperative within a reasonable time. If a meter is found not to register for any period, unless bypassed or tampered with, the City shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent to the period in question, or during corresponding periods in previous years.

5.19. **Bill Adjustment Due to Meter Error.** The City shall test any Customer's meter upon the written request of the Customer. The Customer shall complete a Meter Test Request and Test Report Form prior to the test. (*See Part 9*)

(1) If the meter tests within the accuracy standards of The American Water Works Association, the City will impose a Test Fee as prescribed in Part 6 of this Tariff.

(2) If the test results indicate that the meter is faulty or inaccurate, the City shall waive the Test Fee, calibrate or replace the meter, and make a billing adjustment as far back as six (6) months, but not extending beyond service period for the current Customer. The City shall make the billing adjustment to the degree of the meter's inaccuracy as determined from the test.

5.20. **Meter-Tampering, By-Passing, and Diversion.** The City shall prosecute unauthorized users of City water service to the extent allowed by law. The burden of proof of meter-tampering, by-passing, or diversion is on the City. The City may use photographic evidence or any other reliable and credible evidence. However, when initiating an action regarding meter-tampering, the City will provide a sworn affidavit by the City's staff with any evidence it submits. The City may use a court finding of meter-tampering instead of photographic or other evidence, if applicable.

5.21. **Meter Relocation.** The City shall allow the relocation of meters and taps provided that:

- (1) A transfer of service is not involved;
- (2) The Customer has granted the City an easement for the proposed location;
- (3) The current Customer of the meter to be moved owns the property of the proposed new location for the meter;
- (4) The existing tap location is contiguous to the proposed tap location; and
- (5) The Customer pays the actual cost of relocation plus administrative fees.



**5.22. Prohibition of Multiple Connections to a Single Tap.** For the City to maintain adequate records of the actual number of users on its system, to assure compliance with (TCEQ) Rules on minimum service standards, to ensure that the City's metering device is adequately sized for proper flow and accurate measurement of water used, the owners of all connections of any dwelling, household, business, or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the City Water System, shall individually apply for service under this Tariff. Any unauthorized sub-metering of service shall be considered a Multiple Connection and subject to disconnection of service. If the City has sufficient reason to believe a Multiple Connection exists, the City shall discontinue service under the Disconnection with Notice provisions of this Tariff.

**5.23. Customer's Responsibilities.**

(a) Access. The Customer shall provide access to the Customer's meter to the City at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. The Customer shall provide a key for locked gates to the City. If the gate to the Customer's premises is locked, preventing the reading of the meter, the City will render an estimated bill for the month and send a notice to the Customer stating that it could not gain entrance to read the meter and that the Customer should furnish a key or unlock the gate for each reading period. Should the Customer leave the gate locked for three (3) consecutive months after proper notification to the Customer, then the City shall disconnect service and remove the meter without any further notice. This also includes access to the Customer's meter that is surrounded or blocked by shrubs, weeds, vehicles, or any other obstruction impeding the reading of the meter

(b) Plumbing Connections. The Customer shall see that all of its plumbing connections to the City Water System are inspected by the City's Plumbing Inspector and in compliance with the (TCEQ) Rules and the National Plumbing Codes.

(1) All connections shall be designed to ensure against back-flow or siphonage into the City's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough.

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the City Water System.

The City shall disconnect service without further notice when it finds installations of new facilities or repair of existing facilities that have not been inspected by the City's Plumbing Inspector or in violation of this subsection and until such time as the violation is corrected.

(c) Current Account. A Customer shall keep all payments current on all accounts. If a Customer's fails to maintain a current status on all accounts, the City may enforce the relevant provisions of the Service Application and Agreement executed by the Customer.

(d) Damage to City Equipment. The City's ownership and maintenance responsibility for water supply and metering equipment shall end at the point where the Customer connects to the City's

equipment provided during the installation of the metering equipment. Therefore, all water usage registering upon or damages occurring to the City's metering equipment shall be subject to charges in this Tariff.

(e) Cut-Off Valve. Each Customer shall provide a cut-off valve on the Customer's side of the meter for purposes of isolating the Customer's service pipeline and plumbing facilities from the City Water System. The Customer's use of the City's curb stop or other similar valve for such purposes is prohibited. Any damage to the City's equipment shall be subject to service charges.

**Part 6**

**RATES AND SERVICE FEES**

Part 6  
RATES AND SERVICE FEES

**6.01. Service Investigation Fee.** The City shall conduct a service investigation for each service application submitted to the City. The City shall make an initial determination, without charge, as to whether the service request is Standard or Non-Standard. The City shall then conduct an investigation and report the results under the following terms:

(1) The City shall investigate all Standard Service requests without charge and will quote all applicable costs for providing service in writing to the Applicant.

(2) All Applicants for Non-Standard Service shall pay a fee, unique to each project, of sufficient amount to cover:

(A) all administrative, legal, and engineering fees associated with investigation of the City's ability to deliver service to the Applicant,

(B) the cost of obtaining and providing cost estimates of any needed project,

(C) the cost of obtaining and presenting detailed plans and specifications pursuant to final plat,

(D) the cost of advertising and accepting bids for the project, and

(E) the cost of drafting and presenting a Non-Standard Service Contract to the Applicant.

(3) The City shall present a Non-Standard Service Contract to the Applicant within a reasonable amount of time as determined by the complexity of the project. (*See Part 7.*)

**6.02. Service Deposit.** At the time the City approves an application for service, the Applicant must pay a Service Deposit of \$200.00 for each lot/tap or meter equivalent before the City will provide or reserve service for the Applicant.

**6.03. Easement Fee.** When the City determines that private utility easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall secure easements on behalf of the City and/or pay all costs that the City incurs in validating, clearing, and obtaining such easements in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such easements and/or facilities sites on behalf of the Applicant.

**6.04 Installation Fee.** The City shall charge an installation fee for service as follows:

(1) The Installation Fee for Standard Service and Non-Standard Service, both as defined in Part 5, Service Rules, Paragraph 5.02 shall be as follows:

- (a) Tap fee of \$900.00 (minimum charge applicable to all Standard Service and Non-Standard Service Installation), which shall include, if applicable, the cost of a standard water meter, meter box and lock-out valve.
- (b) Tap fee for water meters larger than the Standard Service meter size of 5/8 inch shall be \$900.00 plus the cost of a meter, meter box and lock-out valve.
- (c) Any additional City of Hays cost for improvements that are not included in the Tap Fee, such as the cost for service line extension, valves, controls, ditching, road bores/cuts, administrative, legal engineering, labor, materials, contract services and/or appurtenances, that are necessary to provide for Standard Service or Non-Standard Service installation(s).

(2) The Installation Fee for Standard and Non-Standard Service shall include all costs of any pipeline construction and/or relocations as described in 5.02(3)(F) of the Water Tariff.

(3) A Customer Service Inspection (CSI) fee shall be charged by the City at the time of application for water service for the City to perform service inspections in accordance with TAC, Chapter 290.51. An inspection shall be performed prior to structure occupancy or utilization by the owner. The Customer Service Inspection fee shall be as follows: single family residence - \$150.00, retail, commercial and other structure at City costs, but not less than \$150.00.

**6.05 CAPITOL RECOVERY FEE**  
 Capitol Recovery Fee is \$0.00.

**6.06. Monthly Charges.**

(a) Minimum Monthly Charge. The Minimum Monthly Charge is the monthly charge for metered water service, and is based on demand by meter size. The City will assess each Minimum Monthly Charge based on the number of 5/8" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and will use that number as a base multiplier for the Minimum Monthly Charge. The Allowable Gallonage listed is the gallonage included in the minimum monthly charge. Minimum Monthly Charges, and equivalents are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	ALLOWABLE GALLONAGE	MINIMUM MONTHLY CHARGE
5/8" X 3/4"	1.0	2000	\$26.00 (base)
3/4"	1.5	2000	37.00
1"	2.5	2000	56.25
1 1/2"	5.0	0	122.50
2"	8.0	0	196.00

( Meter Equivalent X Minimum Monthly Base Charge =Minimum Monthly Charge )

(b) Reserved Service Charge. The Reserved Service Charge is the monthly charge for each active account at a specific location for which a meter has not been installed but for which the City and the Applicant have entered into agreement for reserved service. The City will base this monthly

charge on the City's monthly operating costs to service the facilities dedicated to serving the Applicant on a per lot/tap or meter equivalency basis. This charge reserves service to the Applicant's service area. The City will determine this fee on a case-by-case basis, but shall never set it in an amount that exceeds the Minimum Monthly Charge for metered service on a per lot/tap basis for each designated meter size.

(c) Usage Fee. In addition to the Minimum Monthly Charge, each Customer shall pay a Usage Fee according to the following schedule:

USAGE (in gallons)	USAGE FEE
2,000 to 5,000	\$ 2.00/1,000 gallons
5,001 to 10,000	\$ 2.50/1,000 gallons
10,001 to 45,000	\$ 4.00/1,000 gallons
45,001 and above	\$5.50/1,000 gallons

(d) **Drought Conservation Surcharge** The purpose of this Drought Conservation Water Rate Surcharge is to assist the City during periods of declared drought in achieving the monthly pumpage reductions as required in the City's UDCP (User Drought Contingency Plan) and to further discourage users excessive consumption of water. Conservation of water should be encouraged to reduce the operational costs associated with implementing the UDCP through a surcharge to collect additional fees from Customers to encourage conscientious water use. During periods of time when the Barton Springs Edwards Aquifer Conservation District (BSEACD) or a State or regional authority has declared that a state of Drought exist for the Barton Springs portion of the Edwards Aquifer, a surcharge to help limit non-essential water usage shall apply.

(1) It will automatically be implemented in the next billing period after the declaration of a Drought.

(2) It will automatically cease to be assessed the next billing period after a state of Drought no longer exist.

(3) In addition to the Minimum Monthly Charge and Usage Fees, each Customer exceeding the following usage shall pay a Drought Conservation Surcharge Rate according to the following schedule:

(f) The City will charge the following fees for the installation and removal of meter flow restrictors:  
 Installation - \$100.00 per restrictor  
 Removal - \$75.00 per restrictor

**DURING A DECLARED BSEACD ALARM STAGE II DROUGHT:**

USAGE (in gallons)	USAGE FEE
2,000 to 5,000	\$ 2.00/1,000 gallons
5,001 to 10,000	\$ 2.50/1,000 gallons
10,001 to 16,000	\$ 4.00/1,000 gallons
16,001 and above	\$6.50/1,000 gallons

**DURING A DECLARED BSEACD CRITICAL STAGE III DROUGHT:**

USAGE (in gallons)	USAGE FEE
2,000 to 5,000	\$ 2.00/1,000 gallons
5,001 to 10,000	\$ 2.50/1,000 gallons
10,001 to 12,000	\$ 4.00/1,000 gallons
12,001 and above	\$6.75/1,000 gallons

**DURING A DECLARED BSEACH EXCEPTIONAL STAGE IV DROUGHT:**

USAGE (in gallons)	USAGE FEE
2,000 to 5,000	\$ 2.00/1,000 gallons
5,001 to 10,000	\$ 4.00/1,000 gallons
10,001 and above	\$ 7.00/1,000 gallons

**DURING A DECLARED BSEACD EMERGENCY STAGE V DROUGHT:**

USAGE (in gallons)	USAGE FEE
2,000 to 5,000	\$ 2.00/1,000 gallons
5,001 to 8,000	\$ 6.00/1,000 gallons
8,001 and above	\$ 7.50/1,000 gallons

Bulk Water Rates for areas outside the City's CCN. Revised 9-11-2023

USAGE (in gallons)	USAGE FEE
BSEACD STAGE I NO DROUGHT	\$ 5.50/1,000gallons
BSEACD STAGE II ALARM DROUGHT	\$ 6.50/1,000 gallons
BSEACD STAGE III CRITICAL DROUGHT	BULK WATER SALES PROHIBITED
BSEACD STAGE IV AND V	BULK WATER SALES PROHIBITED

Wholesale Water Rates

All Wholesale Per and Via – Contract Only

USAGE (in gallons)	USAGE FEE
BSEACD STAGE I NO DROUGHT	\$ 5.50/1,000gallons
BSEACD STAGE II ALARM DROUGHT	\$ 6.50/1,000 gallons
BSEACD STAGE III, IV, AND V DROUGHT STAGES	BULK WATER SALES PROHIBITED

**6.07. Late Payment Fee.** The City will charge a Customer a late payment fee of \$5.00 for the first billing period on delinquent bills. The City will charge a Customer a late payment fee of \$20.00 for the second billing period and include a notice of disconnection. These late payment fees are applicable to any unpaid balance exceeding one-half (½) the applicable Minimum Monthly Charge or Reserved Service Charge during any one billing period.

**6.08. Returned Check Fee.** If a person gives a check, draft, or any other similar instrument to the City for payment of services provided for in this Tariff, and the bank or other similar institution returns the instrument as insufficient or non-negotiable for any reason, the City will assess the account for which the person gave the instrument a return check charge of \$30.00 plus any bank fees.

**6.09. (Optional) Service Trip Fee.** The City shall charge a Service Trip Fee of \$ \$50.00 for any service call or trip to the Customer's tap as a result of the Customer's or resident's request (unless the service call is in response to damage of the City's or another Customer's facilities) or for the purpose of disconnecting or reconnecting service due to non-payment for services.

**6.10. Equipment Damage and Service Correction Fee.** If the City's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, the City shall charge a fee equal to the actual costs for all



labor, material, and equipment necessary for repair, replacement, and other City actions. The City shall charge this fee, and the Customer must pay this fee before the City will re-establish service. If the City's equipment has not been damaged, the City shall charge a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority. The City will itemize all components of this fee and provide a statement to the Customer. If the City's facilities or equipment have been damaged due to negligence or unauthorized use of the City's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the City's incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of such acts or negligence.

6.11. (Optional) **Customer History Report Fee.** The City shall charge a fee of \$5.00, plus the cost of copies, to provide a copy of the Customer's record of past water purchases in response to a Customer's request for such a record.

6.12. **Meter Test Fee.** The City shall test a Customer's meter upon written request of the Customer. Under the terms of Part 5 of this Tariff, a charge shall be imposed on the affected account that is equal to the actual cost of the test and the service call if the meter is not in error beyond acceptable error  $\pm 3\%$ .

6.13. (Optional) **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms and pay a Transfer Fee of \$10.00.

6.14. (Optional) **Service Discontinuance Fee.** The City shall charge a fee of \$5.00 for processing a Request for Service Discontinuance. The fee will be deducted from the Customer's Service Deposit if a balance still remains.

6.15. **Fees Non-Refundable.** Unless specifically defined in this Tariff, all fees, rates, and charges are non-refundable.

6.16. **Optional Fees.** Fees that are paid upon the decision of the City Council,

6.17 Penalties For Wasteful Water Use And Exceedances

(a) No customer shall knowingly permit waste or leaks of water. Where water is wastefully or negligently used on the customer's premises, the City may restrict the service, if such conditions are not corrected within five days after the City or its Water Operation Company gives the customer written notice For the purpose of this Tariff and for water use during any declared BSEACD Stage III, Stage IV, or Stage V drought condition or stage, a customer's potable drinking water use is considered wasteful if used for any of the uses:

- (i) Hosing off sidewalks, driveways and other hardscapes;
- (ii) Washing automobiles and other vehicles with hoses not equipped with a shut-off nozzle;
- (iii) Using non-recirculated water in a fountain or other decorative water feature;
- (iv) Watering lawns in a manner that causes runoff or on non-designated lawn watering/irrigation days; or within 48 hours after measurable precipitation;
- (v) Is using water in violation for the City User Drought Contingency Plan;
- (vi) Not promptly repairing water leaks in the customer's side water system within 48-hours of discovery of same; and/or

- (vii) Using water in excess of the Maximum Monthly Billing Cycle Allowable Usage as set forth in Table 6.1.
- (viii) (b) During implementation of a BSEACD Critical State III Drought, a BSEACD Stage IV Exceptional Drought, or a BSEACD Stage V Emergency Response, the following penalties/surcharges shall apply to a customer's Wasteful Water Use exceeding the maximum water use allowances shown in Table 6-1.

**(ix) Table 6.1 Maximum Water Customer Monthly Billing Cycle Water Usage.**

A	B	cu
BSEACD DROUGHT STAGE	MAXIMUM MONTHLY BILLING CYCLE ALLOWABLE USAGE (GALLONS)	DROUGHT SURCHARGE FOR MONTHLY BILLING CYCLE WATER USE ABOVE THE VOLUME LISTED IN COL.B
Stage III – Critical Drought	30,000 -	\$ 8.50PER 1,000 GALLONS
Stage IV – Exceptional Drought	20,000	\$9.50PER 1,000 GALLONS
Stage V – Emergency Drought	10,000	\$10.50PER 1,000 GALLONS

(x)

- (xi) (1) For the first penalty, the Customer shall receive a written warning with or on their bill and/or in a separate mailing from the City or its Water Operation Company including the amount of the exceedance, notice that further exceedances will result in monetary penalties as described herein and information for resources to help the Customer understand what penalties would be applied for future exceedances.
- (xii) (2) For the second penalty, the Customer shall be charged a drought exceedance surcharge fine in the amount set forth in Table 6.1. This surcharge fine shall be in addition to the Customer's monthly billing water use charges. The Customer shall also receive a written warning with or on their bill and/or in a separate mailing from the City or its Water Operation Company showing the amount of the penalty and information for resources to help the Customer understand what penalties would be applied for future exceedances AND that they may be subject to the installation of a flow restriction device on their water service in the event of a third or subsequent exceedances.
- (xiii) (3) For the third and subsequent penalties, the Customer shall be charged a drought exceedance surcharge fine in the amount set forth in Table 6.1 AND be subject to the immediate installation of a flow restriction device on their water service, at the sole discretion of the City or its Water Operation Company. Upon installation and removal of a flow restriction device, the Customer shall be billed for such action as set forth in Section 6.06(d)(e) of this Tariff.

(4) For the fourth penalty, the Customer shall be charged a drought exceedance surcharge fine in the amount set forth in Table 6.1 and following 10-calendar day written notice (i.e., via door hanger and/or letter notice) to Customer subject to the installation of a flow restriction device on their water service,

at the discretion of the City or its Water Operation Company. The Customer shall also receive a written warning with or on their bill and/or in a separate mailing from the City or its Water Operation Company. calendar days the third and subsequent to 30 calendar days the first time it is installed, 90 calendar days the second time it is installed, and 180 times that it is installed. A notice/door tag will be placed at the (5) A flow restriction device, if installed, will remain installed for no less than 14 calendar days and up resident's house notifying them that a flow restrictor has been placed on their meter and additional fees/penalties will be applied to their water bill. In addition, the Customer will be contacted by telephone notifying the Customer that a flow restrictor has been installed. If a Customer, an agent of the Customer, or any other person on behalf of a Customer, interferes with the installation of, removes or bypasses a flow restriction device, the Customer shall be fined for illegal water consumption subject to termination of service in accordance with applicable State of Texas laws<sup>1</sup>. If the service is disconnected, the Customer shall be provided at least 72 hours-notice The disconnection will remain in place for the same period of time that the flow restriction device would have remained in place. The City or Water Operation Company may at his/her discretion and upon request by the Customer, return water service to the account, with conditions determined by the City to ensure compliant reasonable water usage, including but not limited to, a flow restriction device shall be installed for the remaining duration of time that the service was subject to the installation of a flow restriction device. All fees associated with connection, reconnection, and flow restrictor installations and removals shall be applied to the Customer account.

(g) A list of the itemized penalties shall be collected as shown on the Customer's water bill. Any penalties shall be the responsibility of the Customer of record for the property where the violation occurred and shall be paid in addition to the fees the City imposes for the cost of water service to the property. Non-payment of penalties imposed pursuant to this section shall be subject to the same remedies as available to the City for the non-payment of fees for water service. The receipt of a water bill with any applicable penalties shall serve as notice of violation.

(h) Penalties, including the written warning, may be appealed. A Customer who wishes to appeal the imposition of a penalty shall: (1) pay all amounts stated on the bill except for the disputed penalties; and (2) submit a written appeal to the City within 15 calendar days of the date of the appellant's water bill for the billing cycle in which the penalty was imposed.

(i) An appeal will be granted if the City finds that competent evidence supports a reasonable conclusion that:

(1) the excessive water use was the result of a malfunction of the City's water system or a billing error by the City or its Water Operation Company.

(2) the water was needed for health or safety reasons; or

(3) a leak or accidental continuous use occurred on the property during the subject billing period.

(j) The City will respond to appeals within 30 calendar days of receipt. The City may require additional documentation prior to making a decision on an appeal. In the event an appeal is denied, the appellant shall pay the City within 10 days of denial of an appeal.

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<sup>1</sup> See Texas Public Utility Commission, Chapter 24: Substantive Rules Applicable to Water and Sewer Service Providers, Subchapter 24.205. Adequacy of Water Utility Service and City of Hays User Drought Contingency Plan; Penalties and Consequences.



Part 7  
EXTENSION POLICY

7.01. **City of Hays' Limitations.** All Applicants shall recognize that the City of Hays must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.

7.02. **Purpose.** The purpose of this Policy is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Policy shall be defined as Non-Standard.

7.03. **Application of Policy.** The City may alter or suspend this Policy when applied to planned facility expansions for which the City extends its indebtedness. The Council shall interpret on an individual basis whether the Applicant's service request shall be subject to all or part of the conditions of this Policy.

7.04. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the City's preparing a Service Contract:

(1) The Applicant shall provide the City a completed Service Application and Agreement giving special attention to the item regarding "Special Service Needs of the Applicant."

(2) The Applicant must provide a final plat approved by the City with the Application showing the Applicant's requested service area. The plat must have the approval of all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. The Applicant must submit plans, specifications, and special requirements of such regulatory authorities with the plat. The City shall determine if a plat submitted for the purposes of this Tariff shall qualify as a final plat. Applicants for single taps involving extension or upsizing of facilities must submit maps or plans detailing the location of the requested extension and details of demand requirements.

(3) At the time the Applicant tenders the Application, it shall pay a Non-Standard Service Investigation Fee to cover initial administrative, legal, and engineering fees. (*See* Part 6) The City will refund to the Applicant the balance of this fee remaining after paying all actual expenses. The Applicant shall pay any additional expenses in excess of this fee that the City incurs as a result of its efforts to study the service requirements of the Applicant.

(4) If after the City has completed the service investigation, the City determines that the Applicant's service request is for property outside the City of Hays' Certificated Service Area of Public Convenience and Necessity, the City may extend service provided that:

(A) The service location is contiguous to or within one-half (1/2) mile of the City of Hays' Certificated Service Area of Public Convenience and Necessity;

(B) The service location is not in an area receiving similar service from another utility; and

(C) The service location is not within the Certificated Service Area of Public Convenience and Necessity of another similar utility.

7.05. **Design.** The City shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:

- (1) The City's Consulting Engineer shall review and/or design all service facilities for the Applicant's requested service within the City's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications that lie within a 1/2 mile area around the boundaries of municipalities having jurisdiction over such design criteria.
- (2) The City will pay the Engineer's fees out of the Non-Standard Service Investigation Fee if the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Engineer's services exceed the amount allotted from the fee, (based on the Engineer's quote for services to be rendered) the Applicant shall pay the balance of the engineering fees prior to commencing with the service investigation.
- (3) The Consulting Engineer shall submit to the City a set of detailed plans, specifications, and cost estimates for the project.
- (4) If no local authority imposes other design criteria on the Applicant's service request, the City's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in the Service Application. The City reserves the right to upgrade the design of service facilities to meet future demands if the City pays the expense of such upgrading above the Applicant's facility requirements.

7.06. **Non-Standard Service Contract.** All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drafted by the City's Attorney, in addition to submitting the City's Service Application and Agreement. This contract shall define the terms of service prior to the construction of the required service facilities. Guidelines for the service contract may include without limitation:

- (1) Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
- (2) Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- (3) Definition of New Service Capital Contributions required by the City in addition to the other costs required under this Section.
- (4) Definition of monthly Reserved Service Charges as applicable to the service request.
- (5) Definition of terms by which the City shall provide reserved service to the Applicant and the duration of reserved service with respect to the impact that the

Applicant's service request will have upon the capability of the City Water System to meet other service requests.

(6) Definition of terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and New Service Capital Contributions or Capital Recovery Fees.

(7) Definition of terms by which the City shall administer the Applicant's project with respect to:

(A) Design of the Applicant's service facilities;

(B) Securing and qualifying bids;

(C) Execution of the Service Agreement;

(D) Selection of a qualified bidder for construction;

(E) Dispensing advanced funds for the construction of facilities required for the Applicant's service;

(F) Inspecting the construction of facilities; and

(G) Testing facilities and closing the project.

(8) Definition of terms by which the Applicant shall indemnify the City from all third party claims or lawsuits in connection with the contemplated project.

(9) Definition of terms by which the Applicant shall deed all constructed facilities to the City and by which the City shall assume operation and maintenance responsibilities, including any enforcement of warranties in connection with construction of the Applicant's project.

(10) Definition of terms by which the Applicant shall grant title or utility easements, rights-of-way, constructed facilities, and facility sites or terms by which the Applicant shall provide for the securing of required easements and sites or both.

(11) Definition of terms by which the Council shall review and approve the Service Contract pursuant to City's current Tariff and applicable ordinances.

**7.07. Utility Easement, Right-of-Way, and Property Acquisition.** With regard to construction of facilities, the City shall require private utility easements, right-of-ways, or private property according to the following conditions:

(1) If the City determines that utility easements, right-of-ways, or facility sites outside the Applicant's property are required, the City shall require the Applicant to secure easements, right-of-ways, or title to facility sites on behalf of the City. The City shall research, validate, and file all utility easements, right-of-ways, and property rights at the expense of the Applicant.

(2) All facilities required to be installed in public right-of-ways on behalf of the Applicant, due to inability to secure private utility easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private utility easements or subject to the cost of installation under state condemnation procedures, whichever the Applicant desires.

(3) The City shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the City) and title to property required for other on-site facilities.

(4) Easements and facilities sites shall be prepared for the construction of the City's pipeline and facility installations in accordance with the City's requirements and at the expense of the Applicant.

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

(1) The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;

(2) The Contractor shall provide an adequate bid bond under terms acceptable to the City;

(3) The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the City;

(4) The Contractor shall qualify with the City as competent to complete the work, and

(5) The Contractor shall provide adequate certificates of insurance as required by the City.

**7.09. Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the City all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.

**7.10. Construction.**

(a) Road Construction. All road work pursuant to county or municipal standards, as applicable, shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the applicable authority, road sleeves may be installed prior to road construction to avoid road damage during construction of the Applicant's facilities.



(b) Inspection. The City shall, at the expense of the Applicant, inspect the facilities to ensure that City standards are achieved.

(c) Adherence to Plans and Specifications. Construction plans and specifications shall be strictly adhered to, but the City reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

**Part 8**

**EMERGENCY RATIONING PROGRAM**

Part 8  
EMERGENCY RATIONING PROGRAM

8.01. **Purpose.** The purpose of this Emergency Rationing Program is to conserve the amount of water supply that the City has available when the demand on the City Water System exceeds the then existing supply until the City can restore the amount of water available to normal levels.

8.02. **Limitations.** The City may use this emergency water rationing program only during periods of acute water shortage for a period not to exceed sixty (60) days without extension by the Council.

8.03. **Declaration of Emergency.** When the demand on the City Water System exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible, or when the City's wholesale provider notifies it of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, or as may be required by the Barton Springs-Edwards Aquifer Conservation District, the City may declare an emergency to exist, and thereafter ration water according to this program.

8.04. **Notice Requirements.** The City shall mail or deliver written notice of the proposed rationing to each affected Customer seventy-two (72) hours before the City actually starts the program, and may also place this notice in a local newspaper. The notice to Customers shall contain the following information:

- (1) The date rationing shall begin;
- (2) The date rationing shall end;
- (3) The stage (level) of rationing to be employed;
- (4) A statement of this rationing authority; and
- (5) Affected area to be rationed.

**8.05. Stages of Rationing.**

(a) **STAGE I (Mid-Rationing Conditions).** Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The City shall specify the provisions for alternate day use in the written notice.

(b) **STAGE I-A (Limited Water Usage).** The City may limit water usage to a gallonage determined by the water plant's mechanical capability to provide continuous service in direct proportion to the loss of production/re-fill capability at a plant where back-up facilities are not available to remedy the shortage, prorated over all Customers served by the water plant. The City may install water restrictors for Customers that exceed the limited gallonage determined by the system's mechanical capability. The City shall install such flow restrictors at the Customer's expense, not to exceed actual costs. Tampering with the flow restrictor will result in water service termination for seven (7) days. The normal Reconnection Fee (Service Trip Fee) of the City shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each Customer.

(c) STAGE II (Moderate Rationing Conditions). All outdoor water usage is prohibited; however, usage for livestock is exempt.

(d) STAGE III (Severe Rationing Conditions). All outdoor water usage is prohibited; the City may exempt usage for livestock. All consumption shall be limited to each Customer in the following way:

(1) A maximum number of gallons per meter (Customer).

**8.06. Violation of Emergency Rationing Rules.**

(a) First Violation. A written warning or the City may install a flow restrictor in the line to limit the amount of water that will pass through the meter. The cost that the City charges the Customer's account shall be the service call fees and all actual cost to the City.

(b) Subsequent Violations. The City may terminate service at the meter for a period of seven (7) days. The normal service trip fee of the City shall apply for restoration of service.

**8.07 Exemptions or Variances from Rationing Rules.** The Council may grant any Customer an exemption or variance from the uniform rationing program, for good cause. The City shall treat all Customers equally concerning exemptions and variances and shall not employ discrimination in such grants.

**8.08 Wasteful Use Rates.** All existing rate schedules shall remain in effect during the rationing period, and the City may not levy charges against a Customer that are not contained in this Tariff.

**Part 9**

**FORMS**

CITY OF HAYS WATER DEPARTMENT

SERVICE APPLICATION AND AGREEMENT

**SERVICE APPLICATION FOR BULK WATER SALES**

PLEASE PRINT: Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

COMPANY Name: \_\_\_\_\_

Current Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone Numbers: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Tax Number: \_\_\_\_\_

Term of Service:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Applicant must abide by the rules set forth in this water tariff.

Special Service Needs of Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meter Size Requested: \_\_\_\_\_

Standard/non- Standard: \_\_\_\_\_

**CHWD**  
**SERVICE APPLICATION**  
**FOR RESIDENTIAL CUSTOMERS**

**CITY USE ONLY**

DATE APPROVED \_\_\_\_\_  
SERVICE CLASSIFICATION \_\_\_\_\_  
COST \_\_\_\_\_  
WORK ORDER # \_\_\_\_\_  
ENG. UPGRADE \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_  
SERVICE INSPECTION DATE \_\_\_\_\_

PLEASE PRINT: DATE: \_\_\_\_\_  
APPLICANT'S NAME: \_\_\_\_\_

CO-APPLICANT'S NAME: \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE #: Home (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Work (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

ATTACH A COPY OF OWNERSHIP OR RENTAL AGREEMENT: \_\_\_\_\_

DRIVER'S LICENSE AND SOCIAL SECURITY NUMBERS:

DL# \_\_\_\_\_

SS# \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision, lot and block numbers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOUSEHOLD SIZE: \_\_\_\_\_ sq. ft. NUMBER OF BATHROOMS: \_\_\_\_\_

ACREAGE: \_\_\_\_\_ AC. NUMBER IN FAMILY: \_\_\_\_\_

IRRIGATION (SPRINKER) SYSTEM: yes no will install at a later date

SWIMMING POOL: yes no will install at a later date

ANIMALS, PETS & NUMBER OF EACH: \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS: (If Transferring)

\_\_\_\_\_  
\_\_\_\_\_

Meter Size Requested: 5/8" x 3/4" \_\_\_\_\_ 3/4" x 3/4" \_\_\_\_\_ non standard \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED BY THE APPLICANT. A MAP OF THE SERVICE LOCATION REQUESTED MUST BE ATTACHED.**

**CHWD**  
**SERVICE APPLICATION**  
**FOR TEMPOARY BUILDING/CONSTRUCTION**  
**SERVICE CONNECTION**

**CITY USE ONLY**

DATE APPROVED \_\_\_\_\_  
SERVICE CLASSIFICATION \_\_\_\_\_  
COST \_\_\_\_\_  
WORK ORDER # \_\_\_\_\_  
ENG. UPGRADE \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_  
SERVICE INSPECTION DATE \_\_\_\_\_

PLEASE PRINT: DATE: \_\_\_\_\_  
APPLICANT'S NAME: \_\_\_\_\_

CO-APPLICANT'S NAME: \_\_\_\_\_

CURRENT BILLING ADDRESS:

\_\_\_\_\_ PHONE #: Cell (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Office (\_\_\_\_) \_\_\_\_ - \_\_\_\_

ATTACH A COPY OF OWNERSHIP: \_\_\_\_\_

DRIVER'S LICENSE AND TAX ID #:

DL# \_\_\_\_\_ TAX ID # \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY FOR SERVICE: (Include name of road,  
subdivision, lot and block numbers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOUSEHOLD SIZE: \_\_\_\_\_ sq. ft. NUMBER OF BATHROOMS: \_\_\_\_\_

IRRIGATION (SPRINKER) SYSTEM: yes no will install at a later date

ACREAGE: \_\_\_\_\_ AC. SWIMMING POOL: yes no will install at a later date

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

\_\_\_\_\_

Meter Size Requested: 5/8" x 3/4" \_\_\_\_\_ 3/4" x 3/4" \_\_\_\_\_ non standard \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED BY THE APPLICANT. A MAP  
OF THE SERVICE LOCATION REQUESTED MUST BE ATTACHED.**



## SERVICE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Hays, Texas ("the City") and \_\_\_\_\_, ("the Applicant" or "the Customer").

The City shall sell and deliver water utility service to the Applicant, and the Applicant shall purchase, receive, and/or reserve water utility service from the City in accordance with the Water Utility Tariff of the City, as amended. Upon the Applicant's compliance with the Tariff, including payment of a Service Deposit, the Applicant shall be a Customer.

The Customer shall pay the City for service as determined under the City's Tariff and upon the terms and conditions in the Tariff, a copy of which is available on request.

The City shall have the authority to cancel a Customer's service for any Customer not complying with any policy or not paying any utility fees or charges as required under the City's Tariff.

If this agreement is completed for the purpose of assigning water service as part of a rural domestic water system loan project contemplated with the Rural Development Administration (fka: Farmers Home Administration), the Applicant shall pay an Indication of Interest Fee in lieu of a Service Deposit for the purposes of determining:

- (a) the number of taps to be considered in the design, and
- (b) the number of potential ratepayers considered in determining the financial feasibility of constructing either:
  - (1) a new water system, or
  - (2) expanding the facilities of an existing water system,

and the Applicant by paying this fee agrees to obtain, utilize, and/or reserve service as soon as it is available. The Applicant, upon qualification for service under the terms of the City's Tariff, the City shall convert the Indication of Interest Fee to a Service Deposit. Applicant further agrees to pay, upon becoming a Customer, the monthly water charges for water service as prescribed in the City's Tariff. Any breach of this agreement by the Customer shall give cause for the City to liquidate, as damages, the fees previously paid as an Indication of Interest Fee. In addition to any Indication of Interest Fees forfeited, the City may assess a lump sum of \$300.00 as liquidated damages to defray any losses that the City incurred. If the City determines that the delivery of service to the requested location infeasible as a part of this project, the City shall deny service to the Applicant and shall refund the Indication of Interest Fee, less expenses, to the Applicant. The Applicant may re-apply for service at a later date under the terms and conditions of the City's Tariff. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the City's Service Deposit.

The City shall meter all water through meters that it furnishes and installs. The meter and/or connection is for the sole use of the Customer and is to serve water to only one (1) dwelling and/or only one (1) business. The extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

When the demand on the City Water System exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible, or when the City's wholesale provider notifies it of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, or as pumping limitations may be required by the Barton Springs-Edwards Aquifer Conservation District, the City may initiate the User Drought Contingency Plan (UDCP) or Emergency Rationing Program. By execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of these Programs.

The Customer shall install at its own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment that the City may specify. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the City Water System. The service line must be inspected per TNRCC 0620 (01-11-96) for lead contamination.

By execution of this Agreement, the Customer shall hold the City harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/Users of the City Water System, normal failures of the system, or other events beyond the City's control.

The Customer shall grant to the City, now and in the future, any easements or rights-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment that the City deems necessary to extend or improve service for existing or future Customers.

The City shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point that the City will chose, and shall have access to its property and equipment located upon the Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, the City shall have the right to remove any of its equipment from the Customer's property.

The City's authorized employees or authorized representatives shall have access to the Customer's property or premises at all reasonable times for the purpose of inspecting for possible violations of the City's Tariff or the rules of the Texas Commission on Environmental Quality, or its successors. The City strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

By execution of this Service Application and Agreement, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which the Applicant is the Customer. This guarantee shall pledge any and all of the Applicant's/Customer's Service Deposits against any balance due the City. Liquidation of these Service Deposits shall give rise to discontinuance of water service under the terms and conditions of the City's Tariff.

By execution of this Service Application and Agreement, the Applicant agrees that the Applicant's non-compliance with the terms of this Agreement shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the City.

The Applicant's misrepresentation of any of the facts on any page of this form shall result in discontinuance of service pursuant to the terms and conditions of the City's Tariff.

\_\_\_\_\_  
Applicant/Customer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Service Address

CITY OF HAYS WATER DEPARTMENT  
REQUEST FOR SERVICE DISCONTINUANCE

I, \_\_\_\_\_, hereby request that my water meter (Serial # \_\_\_\_\_) for account number \_\_\_\_\_ located at \_\_\_\_\_ be disconnected from City water service (and that my Service Deposit be refunded to me). I understand that if I should ever want the City to reinstate my service, I may have to reapply for service as a new Customer, and I may have to pay all costs as indicated in a then current copy of the City's Tariff. The City's future ability to provide service will be dependent upon the capacity of the City Water System, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the City that my spouse joins me in this request and that I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

\_\_\_\_\_  
Date to Disconnect Service

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Meter Reading (for City Personnel)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Final Reading (for City Personnel)

\_\_\_\_\_  
Proof of Identification (D.L. #)

NOTE: Charges for service will terminate when this signed statement is received in the City office. The City will assess a \$5.00 fee (Optional) for the processing of this transaction and deduct it from the Service Deposit in addition to all final charges.

Homeowner's forwarding address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF HAYS WATER DEPT.

NOTICE OF RETURNED CHECK

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

CHECK NUMBER: \_\_\_\_\_

AMOUNT OF CHECK: \$ \_\_\_\_\_

Your check has been returned to the City of Hays by your bank for the following reasons:

INSUFFICIENT FUNDS:

OTHER:

You have ten (10) days from the date of this notice in which to redeem the returned check and pay an additional \$30.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional Service Deposits within ten (10) days, your utility service will be disconnected. In order to reconnect you must pay a Reconnect Fee of \$50.00 in cash, money order, or certified check and no more personal checks will be accepted, you will have to pay by one of the other means.

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

Returned Check: \$ \_\_\_\_\_

Service Fee: \$ \_\_\_\_\_

If you are experiencing dire financial circumstances and require assistance in making your payment please call 295-4792 to inquire about setting up a payment plan or financial aid.

CITY OF HAYS WATER DEPT.

\_\_\_\_\_  
City Administrator

CITY OF HAYS WATER DEPARTMENT

TERMINATION NOTICE

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

AMOUNT PAST DUE: \_\_\_\_\_

DATE OF SCHEDULE TERMINATION: \_\_\_\_\_

You are hereby advised that the delinquent status of your account is in arrears and is jeopardizing your water utility service with the City. If payment is not received in our office by this date, your water meter will be locked and utility service will be terminated. In order to reconnect, you will have to pay the outstanding balance and an additional (Reconnect Fee) of \$50.00 in cash, certified check, or money order. To regain service after termination, you must re-apply for a new service and pay all costs applicable to purchasing a new service under the terms of the City's Tariff. If you do not have any intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

CITY OF HAYS WATER DEPARTMENT

\_\_\_\_\_  
City Administrator

CITY OF HAYS WATER DEPARTMENT

METER TEST REQUEST AND TEST REPORT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE NUMBER (DAY): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASON FOR REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customers requesting a meter test may be present during the test, but if not, the Customer shall accept test results shown by the City. The test shall be conducted in accordance with the American Water Works Association (AWWA) standards and methods on a certified test bench. The Customer agrees to pay \$ \_\_\_\_\_ for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service fees. If the Customer is required to pay for the test and for outstanding water utility service as set forth in this Report, the City shall apply these charges to the next billing sent to the Customer after the date of the test.

\_\_\_\_\_  
Signed by Customer

TEST RESULTS:

Low Flow (1/4 GPM)_____%	AWWA Standard	97.0-103.0 %
Intermediate (2 GPM)_____%	AWWA Standard	98.5 - 101.5 %
High Flow (10 GPM)_____%	AWWA Standard	98.5 - 101.5 %

Register test \_\_\_\_\_ minutes at \_\_\_\_\_ gallons per minute recorded \_\_\_\_\_ per \_\_\_\_\_ gallons.

\_\_\_\_\_ Meter tests accurately; no adjustments due

\_\_\_\_\_ Meter tests high; adjustment due on water charges by \_\_\_\_\_ %

\_\_\_\_\_ Meter tests low; no adjustment due

Test conducted by: \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF HAYS WATER DEPARTMENT

DEFERRED PAYMENT AGREEMENT

By execution of this Agreement, the undersigned Customer agrees to the payment of outstanding debt for water utility service as set forth below:

The Customer agrees to pay \$ \_\_\_\_\_ per month, for \_\_\_\_\_ months in addition to current monthly water utility service rates, fees, and charges, as set forth in the City's Tariff, until the account is paid in full. Any fees normally assessed by the City on any unpaid balance shall apply to the declining unpaid balance.

The Customer's failure to fulfill the terms of this Agreement shall institute the City's disconnection procedures as set forth in the City's Tariff unless the Customer makes other satisfactory arrangements that are approved by the City's authorized representative.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY OF HAYS WATER DEPARTMENT  
City Administrator

CITY OF HAYS WATER DEPARTMENT

RECOMMENDED 5/8"x 3/4" METER EQUIVALENTS  
 BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8 x 3/4"	10.0 GFM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
8" TURB.	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PER CENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.



CITY OF HAYS

UTILITY EASEMENT DENIAL FORM AND AFFIDAVIT

The City of Hays has attempted to acquire an easement for a community water distribution system across your property. It is now necessary to require you to either grant or refused to grant a utility easement within thirty (30) days after receipt of this notice. Attached is the City's standard easement form as furnished to us by the Rural Development Administration (fka: Farmers Home Administration). If you reuse to grant an easement, sign the middle portion of this document and return it to us, at which time this document will be filed in our office. Failure to return this document or the attached easement will result in a copy of this document being completed and signed by us to keep on file for future reference purposes. Failure to grant easement does not relieve City of the obligation to serve water to the aforementioned property in the future, but does make the then current property owner, at time of application for water service, responsible for the financial burden of moving the water line from public right-of-way to a private utility easement plus any other normal charges for service. For further clarification, contact our office. (City of Hays, P.O. Box 1285, Buda, Texas 78610, Phone (512) 295-4792.)

I, \_\_\_\_\_ hereby refuse City of Hays easement for a community water distribution system on the aforementioned property.

**Lot Description:**

LOT#

BLOCK#

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner

CITY OF HAYS

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document sent by certified mail to \_\_\_\_\_ on \_\_\_\_\_, and a signed receipt verifying delivery and acceptance is on file in the offices of the City of Hays, Hays County, Texas. I further certify a signed easement or signed refusal of easement was not received within thirty (30) days following receipt by property. I further state under oath that the engineer for the City has furnished the property owner an estimate of cost for re-routing pipeline for which easement was denied to private property.

CITY OF HAYS WATER DEPARTMENT OFFICIAL

\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

CITY OF HAYS WATER DEPARTMENT

SERVICE TRANSFER REQUEST

Transferor requests that service be transferred to Transferee.

By their signatures below, the undersigned acknowledge that:

- (1) The Transferor and the Transferee have completed this Service Transfer Request Form;
- (2) The Transferee has completed the required Application Packet;
- (3) All of Transferor's indebtedness due the City of Hays has been paid;
- (4) The Transferee demonstrates satisfactory evidence of possession of the property designated to receive service; and
- (5) All other terms and conditions of the City's Tariff are properly met.

\_\_\_\_\_  
Signature of Transferor

\_\_\_\_\_  
Signature of Transferee

\_\_\_\_\_  
Transferor's Name

\_\_\_\_\_  
Transferee's Name

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

Account Number \_\_\_\_\_ Final Reading \_\_\_\_\_ Reading Date \_\_\_\_\_

Location of Meter \_\_\_\_\_

NOTE: The City charges a fee of \$ \_\_\_\_\_ to the Transferor on all transfers.

Transferor may be due a refund of the Service Deposit, and Transferee understands that he/she must make a refundable Service Deposit with the City.

Transfer Date: \_\_\_\_\_

REVISION 01-02-12

6.06 (f) The City will charge the following fees for the installation and removal of meter flow restrictors:

Installation - \$75.00 per restrictor

Removal - \$50.00 per restrictor