

AN ORDINANCE

2015-12-03-1024

**AUTHORIZING AN AMENDMENT TO CPS ENERGY'S POLICY  
FOR MISCELLANEOUS CUSTOMER CHARGES TARIFF THAT  
WILL CHANGE THE PROCESS TO ISSUE FINAL DISCONNECTION  
NOTICES FROM A DOOR HANGER TO A MAILED NOTICE  
EFFECTIVE FEBRUARY 1, 2016.**

\* \* \* \* \*

**WHEREAS**, CPS Energy is requesting a change to its Policy for Miscellaneous Customer Charges Tariff (the "Tariff") that would create the option to mail a final disconnection notice as the primary source of customer notification prior to service disconnection for nonpayment of outstanding balance; and

**WHEREAS**, under the current process, the customer is assessed a Field Notification Charge when a CPS Energy representative makes an on-site visit to the customer's premises in order to deliver a final disconnection notice door hanger; and

**WHEREAS**, the Field Notification Charge in Section III.I. of the Tariff in the amount of \$12 helps cover the costs associated with employee labor, materials, and vehicle use necessary to hand-deliver the disconnection notice; and

**WHEREAS**, the proposed addition of the Disconnection Notification Fee as Section III.S. to the Tariff will reduce the cost of delivering service disconnection notices to \$4, which will cover the cost of mailing and production of the final disconnection notice; and

**WHEREAS**, the proposed disconnection notice process will reduce overall cost to the consumer, reduce the risk of injury or hazard to CPS Energy employees, eliminate drive time and vehicle emissions, and add privacy to the communication process between the customer and the utility; and

**WHEREAS**, the current \$12 Field Notification Charge and delivery of a final disconnection notice will remain as part of the Tariff and will be an option only when mail notification is not appropriate, as determined by CPS Energy; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** CPS Energy's request to add the Disconnection Notice Fee as Section III.S. of the Policy for Miscellaneous Customer Charges Tariff in the amount of \$4.00 is approved and shall become effective February 1, 2016, as set out in Exhibit A.

**SECTION 2.** Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

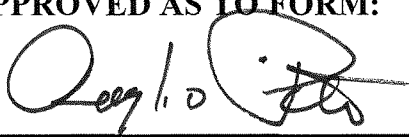
**PASSED AND APPROVED** this 3rd day of December, 2015.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
For: Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>22</b>						
<b>Date:</b>	12/03/2015						
<b>Time:</b>	10:10:54 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing amendments to CPS Energy's Policy for Miscellaneous Customer Charges that would change the process to issue final notices from a door hanger to a mailed notice. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

# POLICY FOR MISCELLANEOUS CUSTOMER CHARGES

## I. INTRODUCTION

Within the service area of CPS Energy, CPS Energy will provide services for Customers according to the provisions of this Policy for Miscellaneous Customer Charges (Policy), the CPS Energy Rules and Regulations Applying to Retail Electric & Gas Service, the CPS Energy Policy For Electric Line Extensions and Service Installations, and the CPS Energy Policy For Gas Main Extensions and Service Installations. CPS Energy Customers and Applicants are responsible for payments to CPS Energy of Charges & Fees assessed per this Policy. Most Charges & Fees are assessed for services performed by CPS Energy during normal or regular CPS Energy work hours. Other Charges & Fees are assessed for services performed by CPS Energy during CPS Energy Premium Pay Work Hours.

## II. DEFINITIONS

### A. Customer & Applicant

A Customer can be an individual, partnership, association, firm, public or private corporation or governmental agency taking CPS Energy's service at a specified location. An Applicant can be any such entity that requests service from CPS Energy.

### B. Permanent Customer

A Customer connected to the CPS Energy system, intending to use CPS Energy service for at least 36 months, on a continuous basis. This definition does not include temporary service to facilitate construction activities.

### C. Service Agreement

An agreement between CPS Energy and Customer pursuant to which service is supplied and taken. The agreement is made subsequent to, or as part of, an application for service.

### D. Service Installation

Electric Service: The primary and/or secondary conductors and meters together with any required auxiliary devices and poles that are owned and installed by CPS Energy to connect CPS Energy's electric supply lines to Customer's installation.

Gas Service: The service pipe and meter together with any required auxiliary devices that are owned and installed by CPS Energy to connect CPS Energy's gas distribution mains to Customer's installation.

### E. Premium Pay Work Hours

Premium Pay Work Hours are specified in the currently effective CPS Energy Working Conditions for Wage Scale Employees Agreement or its successor in function. An additional charge or fee will be assessed for work performed during Premium Pay Work Hours when (1) customer requests work be performed during such hours or (2) the work in progress cannot be completed during regularly scheduled CPS Energy business hours.

### F. Charge or Fee

A Charge or Fee is a sum of money due from the Customer to compensate CPS Energy for services provided to the Customer or for expenses incurred by CPS Energy.

### G. Meter Tampering

Meter Tampering occurs when an existing CPS Energy service is connected or reconnected (usually at or near the meter) without the authorization from CPS Energy to connect service.

## EXHIBIT A

**III. MISCELLANEOUS CUSTOMER CHARGES & FEES****A. Returned Payment Fee**

Returned Payment Fees occur when a Customer's check, Pre-Authorized Electronic Payment, or any other means of payment to CPS Energy is not honored by the Customer's financial institution due to insufficient funds or any other reason caused by the Customer. In such cases, CPS Energy will assess a Returned Payment Fee to affected Customers.

Amount

\$ 25.00      Returned Payment Fee

**B. Fees for Service Reconnection at the Meter**

A fee for reconnection at the gas or electric meter will be charged when the service was disconnected: (1) at Customer request, (2) for non-payment of CPS Energy bills, or (3) for service diversion.

Amount

Electric

\$ 24.00      Regular Work Hours

\$ 30.00      Premium Pay Work Hours

Gas

\$ 36.00      Regular Work Hours

\$ 47.00      Premium Pay Work Hours

Electric & Gas

\$ 53.00      Regular Work Hours

\$ 69.00      Premium Pay Work Hours

**C. Fees for Service Reconnection at Pole, Underground Transformer, and/or Gas Main**

A fee for reconnection at the electric pole, underground transformer, and/or the gas main will be charged when the service was disconnected: (1) for non-payment of CPS Energy bills, (2) for service diversion, or (3) for service illegally connected by the Customer or an unknown party not authorized by CPS Energy to connect service.

Amount

Service at Pole

\$ 60.00      Regular Work Hours

\$ 120.00      Premium Pay Work Hours

Service at Underground Transformer

\$ 60.00      Regular Work Hours

\$ 120.00      Premium Pay Work Hours

Service at Gas Main

\$ 400.00      Regular Work Hours

\$ 600.00      Premium Pay Work Hours

**D. Furnace Lighting Fees**

A fee will be charged when, upon Customer's request, CPS Energy lights the pilot of the Customer's natural gas furnace. The Customer must be present when this service is performed. If the Customer is not at home when the technician arrives, and Customer subsequently requests an additional appointment, a Repeat Call Charge will be assessed in addition to applicable Furnace Lighting Fees.

Amount

\$ 24.00      January through December

## E. Information Request Fees

CPS Energy will supply consumption, billing, and/or sales tax historical information only to the Customer named on the account for which information is requested. Information from the most recent 12-month billing period will be provided without charge. An Information Request Fee will be charged for data older than 12 months from the current billing period.

## Amount

Electric Consumption and/or Billing Data  
\$ 36.00 Per 12 Month period. Fees for monthly periods are prorated @ \$3.00 per month.

Gas Consumption and/or Billing Data  
\$ 36.00 Per 12 Month period. Fees for monthly periods are prorated @ \$3.00 per month.

Sales Tax Itemization Data  
\$ 36.00 Per 12 Month period. Fees for monthly periods are prorated @ \$3.00 per month.

## F. Meter Test Fees

Upon request, CPS Energy will test without charge the accuracy of a Customer's meter one time in a four-year period. A Meter Test Fee will be charged for additional tests requested by Customer within the four (4) year period, if the test determines that the meter is recording within established accuracy standards. There will be no charge for testing a meter that fails to register within established accuracy standards. If CPS Energy tests a Customer's meter due to suspected billing or service irregularities and irregular connections or meter tampering is found, Meter Test Fees will be assessed in addition to other applicable charges/fees to Customer, regardless of the time elapsed since the last meter test.

## Amount

\$ 25.00 Per Electric Meter Test

\$ 25.00 Per Gas Meter Test

## G. Repeat Call Charges

When CPS Energy policy requires the Customer or a responsible party to be present before service/work can be initiated, if the responsible party or Customer is not present during the original service call and a service technician must make a subsequent trip to a customer's premise or service address, Repeat Call Charges will be assessed.

## Amount

\$ 20.00 Per Repeat Call (Electric or Gas), Regular Work Hours

\$ 30.00 Per Repeat Call (Electric or Gas), Premium Pay Work Hours

## H. Customer Rescheduled Electric Service Connection Charge

If Customer requests that scheduled overhead or underground service connections be rescheduled for the customer's convenience, a Customer Rescheduled Electric Service Connection Charge will be assessed.

## Amount

\$ 58.00 Per Rescheduled Electric Overhead Service Connection

\$ 58.00 Per Rescheduled Electric Underground Service Connection

## I. Field Notification Charge

A Field Notification Charge will be assessed if (1) CPS Energy representatives make on-site calls to Customers premises in order to deliver a final disconnection notice doorhanger or (2) a CPS Energy technician is on premise to disconnect service and either allows customer extra time to pay the delinquent account or accepts payment on site. Only one Field Notification Charge will be assessed per monthly billing cycle.

## Amount

\$ 12.00 Per Field Notification

**J. Meter Identification Survey Charges**

If a Customer requests a Meter Identification (ID) Survey in order to insure that meters are associated with the appropriate premise addresses or for some other reason, Meter Identification Survey Charges will be assessed.

Amount

\$ 21.00	For First Meter ID, Regular Work Hours
\$ 8.00	Per Each Meter ID Thereafter, Regular Work Hours
\$ 27.00	For First Meter ID, Premium Pay Work Hours
\$ 10.00	Per Each Meter ID Thereafter, Premium Pay Work Hours

**K. Irregular Connection Fees**

Customer is responsible for any unauthorized electric and/or gas consumption, which will be billed according to the appropriate CPS Energy rate schedules. When CPS Energy determines that an electric/gas meter or service installation has been tampered with, by-passed, and/or diverted in any manner that allows usage without proper metering of consumption, an Irregular Connection Fee will be assessed. If the CPS Energy cost to correct the unauthorized consumption exceeds the Irregular Connection Fee, Customer will be responsible for payment of all such excess costs. Irregular Connections Fees will be assessed in addition to any applicable reconnection fees.

Amount

\$ 120.00	Diversion of Service, Regular Work Hours
\$ 160.00	Diversion of Service, Premium Pay Work Hours
\$ 80.00	Meter Security Lock Installation (only), Regular Work Hours
\$ 100.00	Meter Security Lock Installation (only), Premium Pay Work Hours
\$ 165.00	Stolen/Damaged Meter (including lock), Regular Work Hours
\$ 190.00	Stolen/Damaged Meter (including lock), Premium Pay Work Hours

**L. Meter Tampering Fee**

When CPS Energy determines that meter tampering has occurred, a Meter Tampering Fee will be assessed in addition to any applicable reconnection fees.

Amount

\$ 40.00	Meter Tampering, per incident
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**M. Temporary Service Charges**

- Upon a Customer's request, CPS Energy may provide electrical or gas service on a temporary basis. If Temporary Service is provided, CPS Energy will own, operate, and maintain the necessary facilities. For standard temporary electric services, applicable non-refundable Temporary Service Charges for the installation and subsequent removal of the Temporary Service will be assessed by CPS Energy and collected from the requesting Customers prior to installation. These Temporary Service Charges, plus the non-refundable charges assessed for non-standard temporary services described below, are in addition to charges for use of gas and electricity that may be assessed (usually monthly) per CPS Energy gas & electric rate schedules. These Temporary Service Charges are as follows:

Amount

\$ 150.00	Temporary Standard Electric Overhead Service, Regular Work Hours
\$ 225.00	Temporary Standard Electric Overhead Service, Premium Pay Work Hours
\$ 150.00	Temporary Standard Electric Underground Service, Regular Work Hours
\$ 225.00	Temporary Standard Electric Underground Service, Premium Pay Work Hours
\$ 550.00	Temporary Standard Transformer (25 KVA or less), Regular Work Hours
\$ 700.00	Temporary Standard Transformer (25 KVA or less), Premium Pay Work Hours

- For non-standard temporary electrical services or gas services, the Customer will pay a non-refundable charge to CPS Energy equal to the estimated installation and removal costs – including labor, equipment, and materials costs. In all cases, the Customer shall furnish and install all facilities beyond the point of delivery, except for CPS Energy's meters and regulators, in conformance with the currently effective CPS Energy's Electric Service Standards and Rules and Regulations Applying to Retail Electric & Gas Service. The Customer is responsible for all CPS Energy costs for fixing and/or replacing any damaged facilities.

3. In places where CPS Energy does not maintain an electric or gas distribution system and where the Customer makes application for service, CPS Energy may, at its discretion, extend its distribution system in accordance with the applicable sections of the CPS Energy Policy For Electric Line Extensions and Service Installations or the CPS Energy Policy For Gas Main Extensions and Service Installations. Shared trenching with other utilities is not permitted with Temporary Services.
4. CPS Energy may remove a Temporary Service connection after 90 days if it is not being used or is being used for purposes other than those stated in the currently effective CPS Energy Electric Service Standards, CPS Energy Rules and Regulations Applying to Retail Electric & Gas Service, CPS Energy Policy For Electric Line Extensions and Service Installations, or CPS Energy Policy For Gas Main Extensions and Service Installations.

#### N. Load Profile Data Charges

For facilities with an installed interval data recorder (IDR), metered interval data (Load Profile Data) are available to the Customer named on the account. The following Load Profile Data Charges will be assessed.

<u>Data Copy Type(s)</u>	<u>1<sup>st</sup> Recorder</u>	<u>Each Additional Recorder</u>
E-mail	\$22/month	\$11/month
Paper copy	\$28/month	\$9/month
Diskette	\$28/month	\$13/month
Paper Copy & Diskette	\$51/month	\$21/month

Load Profile Data Charges do not include costs associated with purchase, installation, or maintenance of the IDR facilities. Additional charges will be assessed by CPS Energy to Customer, in order to recover such IDR-related costs.

#### O. Meter Read Verification Charge

CPS Energy may, at Customer's request and subject to personnel availability, read Customer's CPS Energy meter(s) to verify the accuracy of the bill. A Meter Read Verification Charge will be assessed to Customer for each verification, if the original read is found to be accurate. There will be no charge for a verification if the original read is found to be inaccurate.

Amount

\$ 7.00 Meter Read Verification Charge, per meter read per metering service location

#### P. Credit/Debit Card Transaction Fee

If CPS Energy provides customers with options to pay by credit/debit card without using the service of a third party vendor, CPS Energy will assess a Credit/Debit Card Transaction Fee to be paid by the Customer who uses such a payment option. The amount of the fee will be determined on an annual basis by dividing the estimated cost of providing such service by the estimated number of payments to be made during the year.

#### Q. Meter Access Charges

CPS Energy may assess Meter Access Charges to Customer if, in CPS Energy's sole judgment, it becomes necessary for CPS Energy to install one or more Offsite Meter Read (OMR) meters. This can occur if Customer does not afford CPS Energy sufficient access to enable reading its meter(s), which is (are) normally located at the Point of Delivery or Service Point on Customer's premise. If Customer does not allow CPS Energy to install the necessary OMR meter(s), CPS Energy shall also assess Repeat Call Charges (Item G. of this Policy) to Customer for each month that Customer does not afford CPS Energy sufficient access to its meter(s).

Amount

\$ 75.00 Per Premise (electric residential, single-phase, self-contained meter)

\$170.00 Per Premise (electric residential, single-phase, self-contained meter and residential gas meter)

For other situations, other Meter Access Charges, as determined by CPS Energy, will be based on the metering equipment currently installed at the premise. These charges will be in amounts sufficient to cover CPS Energy costs, and will also be assessed to Customer.

#### R. Miscellaneous Fees and Charges

CPS Energy will assess Miscellaneous Fees and Charges to Customer for various other services performed by CPS Energy at Customer request. CPS Energy will determine assessment amounts on a case-by-case basis for the types of services provided by CPS Energy and its agents. Such amounts shall be sufficient to recover CPS Energy actual or estimated costs incurred to provide the requested services.



**S. Disconnection Notice Fee**

A Disconnection Notice Fee will be assessed to Customer in the event CPS Energy mails Customer a final disconnection notice letter delivered via the U.S. Postal Service. Only one Disconnection Notice Fee will be assessed per monthly billing cycle.

Amount

\$ 4.00 Per Disconnection Notice

**IV. GENERAL CONDITIONS****A. Unanticipated Costs**

In those instances for which unforeseen or extraordinary obstacles, ordinances, regulations, or specifications of a public or governmental agency result in additional costs to CPS Energy that were not contemplated or anticipated by CPS Energy for this Policy, the additional costs thereof shall be the responsibility of the Customer.

**B. Policy Interpretation**

In the event of a dispute regarding the interpretation of this Policy relative to specific circumstances, the CPS Energy Board of Trustees shall interpret this Policy. The decisions and interpretations of the CPS Energy Board of Trustees shall be final.