

CHAPTER 6C ELECTRIC RATES

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Article I.1

Sec. 6C-1-1. Terms and conditions for the sale of electric services. The following terms and conditions and any changes authorized by the ~~city council~~City of Needles City Council or law will apply to the sale of electric services under the established rate or rates authorized by the ~~city council~~City Council and currently applicable at time of sale. The rates included in this Chapter 6C may be ~~amendment~~amended by resolution of the ~~city council~~City Council after a duly noticed public hearing, which amended rates shall supersede the rates included in this Chapter 6C to the extent inconsistent therewith. For purposes of Chapter 6C, City of Needles and the Needles Public Utilities Authority ("NPUA") are sometimes collectively referred to as "City".

1. General.

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1.1 Electric service will be supplied in accordance with these terms and conditions ~~and~~ any changes required by ~~the city~~City or law, and such applicable rate or rates as may from time to time be authorized by ~~the city~~City. However, in the case of a ~~customer~~Customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

1.2 These terms and conditions shall be considered a part of ~~all of the city~~City rate schedules, except where specifically changed by written agreement by ~~the city~~City.

1.3 In case of conflict between any provision of a rate schedule and ~~the~~these terms and conditions, the provisions of the rate schedule shall apply.

1.4 The failure of ~~the city~~City to insist upon strict performance of any of the provisions in the terms and conditions, or to exercise any of the rights or remedies provided in the terms and conditions, or any delay in the exercise of any of the rights or remedies, shall not release ~~the customer~~Customer from any responsibilities or obligations imposed by law or by the terms and conditions, and shall not be deemed a waiver of any rights of ~~the city~~City to insist upon strict performance of the terms and conditions.

2. Establishment of service.

2.1 Application for service. Customer requesting electric service may be required to appear at ~~city's~~City's place of business to produce proof of identity and sign ~~city's~~City's standard form of application for service or a contract before service is supplied by ~~city~~.
~~City. Customers must provide a lease or Grand Grant Deed to have service established.~~

2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by ~~the city~~City and acceptance thereof by ~~customer~~Customer shall be deemed to constitute a service agreement by and between ~~the city~~City and ~~customer~~Customer for delivery, acceptance of, and payment for service, subject to ~~city's~~City's applicable rates and rules and regulations.

2.1.2 ~~Where service~~For purposes of any amount owed to City that is ~~requested by two or not more individuals, city~~than four (4) years old, City shall have the right to collect the full amount owed ~~city from~~City by any ~~one or all~~ of the applicants. prior to establishment of service.

2.2 Service establishment charge. A service establishment ~~is~~charge, determined by the cost of ~~services providing~~ residential ~~and or~~ nonresidential electric service, will be assessed each time ~~city~~City is requested to establish, reconnect, or

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reestablish electric service to ~~customer's~~Customer's delivery point. Billing for the service establishment charge may be rendered as ~~a~~ part of ~~the customer's~~Customer's first bill.

2.2.1 Customer will be required to pay the above appropriate service establishment charge and an after-hours ~~charge~~as charge as established by the cost of services; should ~~customer~~Customer request service be established during a period other than regular working hours.

2.3 Grounds for refusal of service. City may refuse to establish or reestablish service if any of the following conditions exist:

2.3.1 Applicant has an outstanding amount due ~~with the city~~to City that is not more than four (4) years old and is unwilling to make payment.

2.3.2 A condition exists, which in ~~city's~~City's judgment, is unsafe or hazardous.

2.3.3 ~~Application~~Applicant has failed to ~~make~~satisfy the security deposit requirements set forth by ~~city~~City as specified ~~under~~in section 2.6.

2.3.4 ~~If Applicant is known to be~~ has previously engaged in conduct that constitutes, but not limited to, a material violation of city's City's applicable rate schedule, schedules, rules, or regulations.

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2.3.5 ~~If Applicant fails to~~ does not furnish ~~to city~~the necessary funds, service entrance equipment, ~~and~~easements, or rightrights-of-way ~~required to serve applicant and which~~that have been specified by City as a condition for providing service.

2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.

2.3.7 Service is already being provided at the address for which ~~applicant~~Applicant is requesting service.

2.3.8 ~~Service in the name of another customer currently living with the applicant at the~~ If service at the same address ~~for which service is being requested~~ has previously been terminated for nonpayment, and a delinquent balance ~~is still on that account less than four (4) years old remains~~ outstanding. This restriction applies when the prior account holder continues to reside at the premises with Applicant.

2.3.9 ~~Prior~~A prior customer was terminated for any of the below reasons and continues to reside on the premises for which ~~applicant~~Applicant requests service. _____

(a)

(a) City has evidence of meter tampering or fraud.

(b)

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- (b) Failure to pay a delinquent bill for utility service.
- (c) Failure to maintain deposit requirements.
- (d) Failure to pay for a bill to correct a previous underbilling.
- (e) Failure to comply with curtailment procedures imposed by the cityCity during supply shortages.
- (f) Failure to provide reasonable and safe access to city'sCity's equipment and property.
- (g) Breach of written contract between cityCity and customer.
- Customer.

2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that applicant's facilities comply with local construction and safety codes.

2.4 Establishment of residential credit or security deposit.

2.4.1 Residential establishment of credit. City shall not require a security deposit from a new applicantApplicant for residential electric service if applicantApplicant is able to meet any of the following requirements:

2.4.1.1 Applicant has had service of a comparable nature with cityCity at another service location within past two (2) years and was not delinquent in payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two (2) years, ~~and the~~. The letter ~~states~~must state that: (i) the applicant ~~had~~Applicant maintained a satisfactory payment history at the time of service discontinuation was discontinued; and ~~such~~(ii) the service was provided for a continuous period of at least twelve (12) consecutive months. Satisfactory payment history shall mean no delinquent payments during the last twelve (12) consecutive months of service.

2.4.1.3 Applicant provides a guarantor, satisfactory to the cityCity, to secure payment of bills for the service being requested. Guarantor must be a City of Needles resident with ~~over two years of good payment history no delinquent payments during the last twenty-four (24) months.~~

2.4.2 Residential establishment of security deposit. When credit cannot be established as provided for in Sectionsection 2.4.1 hereof or when it is

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determined that applicant left an unpaid final bill owing to another utility, applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of nonresidential credit or security deposit.

2.5.1 Nonresidential establishment of credit. ~~Customer(s) must provide a lease or Grant Deed to have service established.~~ City shall not require a security deposit ~~from~~from a new ~~applicant~~Applicant for nonresidential electric service if applicant is able to meet any of the following requirements: ~~Customers must provide a lease or Grant Deed to have service established.~~

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2.5.1.1 Applicant ~~has had~~shall have maintained service ~~for at least one year~~ of a comparable nature with ~~city~~City, or with another service ~~location~~ provider, for a minimum period of one (1) year within the ~~past~~preceding two (2) years, and ~~was~~shall not ~~delinquent in payment to any utility~~, during the ~~last twelve (12)~~ consecutive months, ~~or immediately preceding application, have been delinquent in the payment of any utility charges~~, disconnected for nonpayment, or ~~has had~~subject to an unpaid final bill.

2.5.1.2 Applicant ~~can~~shall provide a letter ~~regarding~~of credit or verification from ~~an~~the electric utility ~~where~~with which service of a comparable nature was ~~last received which states applicant most recently maintained, which letter shall state that the Applicant~~ had a satisfactory payment history at ~~the~~ time of ~~service~~ discontinuance ~~of such service~~, and ~~that~~ such service was maintained for ~~at least a minimum of~~ twelve (12) consecutive months.

2.5.2 Nonresidential establishment of security deposit. All nonresidential ~~customers~~Customers may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a ~~noncash~~non-cash security deposit in the form of a surety bond, an irrevocable letter of credit, or an assignment of ~~moneys~~funds, in an amount equal to the required security deposit. ~~Large commercial customers~~ see Commercial Customers shall be subject to section 2.7.3- and shall maintain a security deposit on file with City at all times during the term of service. For purposes of Chapter 6C, a Large Commercial Customer shall mean a nonresidential Customer occupying a building or service space of twenty thousand (20,000) or more in the City of Needles. ▲

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2.6 Re-establishment of security deposit.

2.6.1 Residential. City may require a residential ~~customer~~Customer to establish or reestablish a security deposit if ~~customer~~Customer becomes delinquent or if the ~~customer~~Customer has been disconnected for nonpayment during the last twelve

(12) months, or when ~~customer's~~Customer's financial condition may jeopardize the payment of their bill as determined by a bankruptcy filing.

2.6.2 Nonresidential. City may require a nonresidential ~~customer~~Customer to establish or reestablish a security deposit ~~if under any of the customer becomes following circumstances:~~ (i) Customer has become delinquent or if the ~~customer in payment;~~ (ii) Customer has been disconnected for nonpayment ~~during within the last preceding~~ twelve (12) months; ~~or when the customer's~~(iii) Customer's financial condition ~~may jeopardize the payment of their bill, as is~~ determined by, on the basis of a credit investigation, notice of financial reorganization ~~notice~~, or bankruptcy filing, to jeopardize the timely payment of amounts due. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service.

2.7 Security deposits.

2.7.1 ~~Residential security deposits must~~A residential Customer shall be required to provide a cash security deposit in the amount of equal to one and one-half (1.5) times the ~~previous customer's~~ highest monthly bill ~~(June through September) incurred by the prior customer at the residence where during the account is to be established~~ months of June through September, or \$one hundred fifty dollars (\$150.00-), whichever amount is highergreater.

2.7.1.1 Deposits will automatically be refunded after twelve (12) months of service, provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.

2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and shall be in the amount of two and one-half (2.5) times the previous ~~customer's~~Customer's highest monthly bill (June through September) at the non-residential location where the new account is established.

2.7.2.1. ~~Deposits~~All cash and noncash security deposits on file with the City will be reviewed after held for non residential customers, excluding Large Commercial Customers which are addressed in section 2.7.3 below, by City shall be reviewed upon Customer's completion of twenty-four (24) months of service and will. Such deposits shall be refunded or released, provided ~~that~~that Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the ~~previous preceding~~ twelve (12) consecutive months, unless ~~the~~Customer's financial condition, as determined by City, warrants ~~extension~~the continued retention of the security deposit. Deposits not ~~returned within the first~~refunded or released at the conclusion of the initial twenty-four- (24) month period; shall be reviewed annually thereafter to determine ~~if whether~~ whether Customer qualifies for the return or release of the deposit.

2.7.3 Deposits for Large commercial account deposits

Commercial Customers may be ~~either provided in~~ cash or noncash, ~~in a form acceptable by City, and shall be set at \$~~in the amount of eighty thousand dollars (\$80,000 ~~per~~) for each twenty thousand (20,000 ~~sq ft~~) square feet of building. ~~Large commercial account space. Such deposits must be~~shall remain on file for a minimum period of three (3) years ~~and thereafter can, after which they may~~ be replaced with a security bond. All security bonds ~~must be renewed, and~~shall be subject to renewal, with satisfactory assurance ~~provided to the Needles Public Utility Authority, of renewal provided to City. The cash or noncash security deposits for Large Commercial Customers shall be on file with City during the term of service.~~

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2.7.4 City reserves the right to increase or decrease the security deposit amount when ~~the~~ Customer's average consumption changes by more than ten percent (~~10 percent~~%) for residential accounts within the twelve (12) consecutive month period and five (~~5~~) percent (5%) for nonresidential accounts within the twelve (12) consecutive month period. Separate security deposits may be required for each location.

2.7.5 Customer security deposits shall not preclude ~~the~~ City from terminating an agreement for service or suspending service for any failure in the performance of Customer obligations under an agreement for service.

2.7.6 Cash deposits held by ~~the~~ City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance, if any, will be refunded to ~~the~~ Customer of record within sixty (60) days.

2.7.7 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

2.7.8 In implementing the foregoing provisions, ~~the NPUA/City Council~~ shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2.8 Line extensions. Installations requiring ~~the city~~City to extend its facilities in order to establish service will be made in accordance with ~~city's~~City's conditions governing extensions of electric distribution lines and services.

3. Rates.

3.1 Rate information. City shall provide a copy of the rate schedule to the ~~customer~~Customer, when requested. In addition, ~~city~~City shall notify ~~customers~~Customers of any change in rate schedules affecting those ~~customers~~Customers.

3.2 Rate selection. Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the ~~customer~~Customer under the most advantageous rate schedule applicable to the ~~customer~~Customer. However, because of varying ~~customer~~Customer usage patterns and other reasons, ~~city~~City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that ~~customer~~Customer would have paid less for service had ~~customer~~Customer been billed on an alternate applicable rate or provision of a rate.

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4. Billing and collection.

4.1 Customer service installation and billing. Service billing periods normally consists of approximately thirty (30) days unless designated otherwise under the rate schedules or at ~~city~~City option.

4.1.1 Customer service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If ~~customer~~Customer requires more than one type of service, or total service cannot be measured through one meter according to ~~city's~~City's normal practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.1.2 ~~The city normally meters~~City shall ordinarily install a separate meter and ~~bills~~issue a separate bill for each individual premise ~~separately; however,~~However, adjacent and contiguous premises that are not separated by private or public property or right-of-way, and that are operated as ~~one integral~~a single, integrated unit under the same name and as ~~a~~ part of the same business, ~~will~~enterprise, shall be ~~considered~~deemed a single premise ~~for purposes of metering and billing.~~

4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, ~~the city~~City may estimate ~~the customer's~~Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of ~~the customer's~~Customer's load and operation.

4.1.4 ~~Where~~In the event a meter error is discovered ~~as a result of~~through a meter test, ~~the city~~City may ~~render~~issue an adjusted bill to ~~the customer~~Customer for the amount of ~~the any~~any undercharge, and shall ~~issue~~provide ~~Customer with~~a refund or credit to the customer's account for the amount of ~~the any~~any overcharge. Such adjustment bill shall be computed as follows:

4.1.4.1 Fast meter. If a meter is registering more than two percent (2%) fast, ~~the city~~City shall refund to ~~the customer~~Customer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one (1) year.

4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent (25%) slow, or a meter for any other class of service is registering more than two percent (2%) slow, ~~the city~~City may bill ~~the customer~~Customer for the amount of the undercharge based on corrected meter readings or ~~the city's~~City's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed three (3) months for residential service and one (1) year for any other class of service.

4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, ~~the city~~City may bill ~~the customer~~Customer for the amount of the underbillings based on ~~the city's~~City's estimate of the electric service used but not registered, for a period not exceeding one year. --

4.1.5 Adjustment of bills for billing error.

4.1.5.1 A billing error is an error by ~~the city~~City which results in incorrect billing charges to ~~the customer~~Customer. Billing errors may include incorrect meter ~~reads~~readings or clerical errors by a ~~city~~City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include a meter error or unauthorized use, nor any error in billing resulting ~~form~~from the meter dial "pegging" or being over if caused by other than ~~the city~~City, switched or mismarked meters by other than ~~the city~~City, improper ~~customer~~Customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of ~~the customer~~Customer to notify ~~the city~~City of changes in ~~customer's~~Customer's equipment or operation, or failure of ~~the customer~~Customer to take advantage of a rate or condition of service which ~~the customer~~Customer is eligible.

4.1.5.2 Where ~~the city~~City overcharges or undercharges a ~~customer~~Customer as the result of a billing error, ~~the city~~City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to ~~the customer~~Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three (3) years in the case of an overcharge, and, in the case of an

undercharge not to exceed three (3) months for residential service and one (1) year for any other class of service.

4.2 Collection policy. The following collection policy shall apply to all ~~customer~~Customer accounts:

4.2.1 All bills rendered by ~~the city~~City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten (10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of ~~the city's~~City's termination procedure. ~~The city~~City reserves the right to suspend or terminate ~~customer's~~Customer's service for:

- (a) Nonpayment of delinquent service bills;
- (b) Nonpayment of service establishment charges;
- (c) Nonpayment of security deposits;
- (d) Nonpayment of meter test charges;
- (e) Nonpayment of returned check charges;
- (f) Nonpayment of late charges;
- (g) Nonpayment of collection charges; and/or
- (h) ~~And/or to declare~~Declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

4.2.2 If ~~customer has a~~ Customer maintains one (1) or more utility services with ~~city~~City and ~~one or more of any such services~~service is terminated for nonpayment, and ~~customer is unwilling~~Customer fails or refuses to make satisfactory payment arrangements with ~~city for payment, city~~City, City shall be entitled to transfer, without notice to Customer, the unpaid balance due onof the terminated service(s) to any other active account of ~~customer~~. ~~The failure of the customer to pay the Customer. In addition, unpaid balances on active accounts may be transferred, without notice to Customer, to any other active account of Customer if Customer refuses to pay. Failure to pay the active account following such transfer shall result in the suspension or termination of service thereunder. However under that account. Notwithstanding the foregoing, residential electric service shall not be discontinued, because of solely due to nonpayment of other classes or types of electric service.~~

4.3 Responsibility for payment of bills. Customer is responsible for the payment of bills for energy use recorded by the meter or estimated by ~~city~~City, until service is ordered discontinued, and ~~the city~~City has had two (2) working day'sdays' time to secure a final meter reading.

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Commented [RT3]: Add unpaid active accounts can be transferred without notice to customer to an active account if customer refused to pay.

4.3.1 When an error is found to exist in the billing rendered to ~~the customer, city~~Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to ~~customers~~Customers resulting in adjusted billings will be made promptly upon discovery by ~~city. Underbillings~~City. Under billings by ~~city~~City shall be billed to ~~customer~~Customer who may be given up to one (1) year to pay if the underbilling is less than ~~one thousand dollars, One Thousand Dollars (\$1,000.00)~~, and up to ~~one (1) year and half years~~six (6) months to pay if underbilling is more than ~~one thousand dollars, One Thousand Dollars (\$1,000.00)~~, without late payment penalties.

4.4 Returned checks. If ~~city~~City is notified by ~~the customer's~~Customer's bank that ~~the bank will not honor~~ a check tendered by ~~customer for~~Customer will not be honored, Customer shall be required to remit payment in cash, by money order, certified check, or by such other means ~~which as will~~ guarantee ~~the customer's~~ payment to ~~the city.~~City.

4.4.1 Customer shall be charged a fee of ~~twenty five dollars~~Twenty-Five Dollars (\$25.00) for the 1st occurrence and ~~thirty five~~Thirty-Five Dollars (\$35.00) for any occurrence thereafter for each instance where ~~customer~~Customer tenders payment of a bill with a check which is not honored by ~~customer's~~Customer's bank.

4.4.2 The tender of a dishonored check shall in no way:

- (a) Relieve ~~customer~~Customer of the obligation to render payment to ~~city~~City under the original terms of the bill; or
- (b) Defer ~~city's~~City's right to terminate service for nonpayment of bills.

4.5 Collection charge.

4.5.1 If a termination of service is required at the site of the equipment other than the meter, a reconnection charge established by ~~the city's~~City's cost of services fee schedule must be paid ~~before~~ service re-establishment. ~~The~~ ~~customer~~Customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing.

4.5.2 To avoid discontinuation of service, ~~customer~~Customer may make payment in full, including any necessary deposit in accordance with ~~Section~~section 2.5 or City, at ~~city's~~its sole option, may make acceptable payment arrangements.

4.6 Payment assistance and counseling. ~~The city~~City will provide the following services ~~for Residential~~to residential Customers unable to pay their bills.

4.6.1 ~~The city~~City will offer an installment payment ~~plans~~plan to allow ~~customers~~Customer to amortize past due and current amounts over a reasonable period

of time. ~~Customers~~A Customer who ~~default~~defaults on an installment payment ~~plans~~plan may not qualify for future installment payment arrangements. ~~If a Customer does not comply with the terms of a payment arrangement is not kept by the customer,~~ services will be automatically terminated. ~~without further notice.~~ In order to reconnect ~~service,~~ the full amount owed must be paid.

4.6.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.

4.6.3 City will furnish ~~customer~~Customer, upon request, information on the availability of alternate sources of financial assistance.

4.6.4 A permanent ~~payment~~ due date ~~would~~shall be offered to residential ~~customers~~Customers only. ~~They can be offered~~Residential Customers may elect a permanent ~~pay~~payment date, which ~~is the date~~extends the utility bill ~~would be due~~ past date beyond the standard nineteen (19) days from issuance. All nonresidential Customers shall remain subject to the original ~~19-standard nineteen (19) day due date~~ that for payment of their utility bill is due. Small, medium, and large commercial customers must pay their utility by the 19-day due date ~~bills.~~

4.7 — "STOP LOSS / MAXIMUM DELINQUENCY/COLLECTION POLICY"

4.7.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a ~~customer~~Customer's account reaches the stop-loss maximum amount, ~~the NPJA or the~~ City shall provide the ~~customer~~Customer with a warning as set forth in the "Terms Terms and Conditions" for the various utilities established by ~~the~~ City and as may be amended from time to time. The warning notice shall provide ~~the customer~~Customer with ten (10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten ~~(10)~~ day period, ~~the customer~~Customer shall have the ability within that period to ~~sign~~enter into an amortization agreement ("Payment Agreement";) with City, agreeing and acknowledging that ~~the customer's~~Customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) ~~months—to~~ twelve (12) ~~months~~month period dependent on ~~the customer's~~Customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, ~~the customer's~~Customer's utilities will be disconnected immediately and without further notice. A Payment Agreement shall only be offered to a ~~customer~~Customer if ~~the customer~~such Customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period. If a ~~customer~~Customer is on an active Payment Agreement and defaults ~~thereon,~~ a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

4.7.2 Restoring Services. Before the utilities may be restored, ~~the~~ ~~customer~~Customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared

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and the ~~customer's~~Customer's deposit(s) have been applied to the outstanding balance), ~~the customer~~Customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. ~~The customer~~Customer shall also execute a separate Payment Agreement ~~agreeing in which Customer agrees and acknowledging~~acknowledges that ~~the customer's~~Customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.7.1. ~~The customer~~Customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.

4.7.3 Collections. If services have been disconnected as a result of non-payment, and (1) ~~the customer~~Customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency. ~~Collection~~City ~~refers customarily refers delinquent accounts are sent to a collection agency~~ every six (6) months ~~to the city's collection agency~~.

4.7.4 Deposits. A deposit or a letter of credit is required when a ~~customer~~Customer is initiating electric service ~~with the NPUA~~ as set forth in the Terms and Conditions ~~except for "Large Users", defined below.~~ In the event ~~the customer~~Customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. ~~The NPUA~~City will provide ~~the customer~~Customer with written notice that a deposit, in the amount equal to two (2) times ~~customer's~~Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to ~~customer's~~Customer's next utility bill. ~~NPUA~~City will refund the deposit to the ~~customer~~Customer after it has received twelve (12) months of timely payments from the ~~customer.~~NPUA~~Customer.~~ City will refund the deposit to the residential ~~customer~~Customer after it has received twelve (12) months of timely payments, ~~and two (2) years for small, and medium commercial customers and three (3) years all other nonresidential Customers.~~ The security deposit for Large ~~commercial customers~~Commercial Customers as set forth in section 2.7.3 shall be on file with City during the term of service.

~~"A Large User is defined as a customer whose monthly utility bills exceed, or are expected to exceed, \$20,000 on average. A cash deposit shall be required of Large Users." To be kept on file for three (3) years of timely monthly payments.~~

4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to ~~the customer,~~ ~~the customer~~Customer, Customer receives two (2) late notices within a twelve (12) month period, a subsequent/new deposit will be required for continuation of service. ~~The NPUA~~City will provide ~~the customer~~Customer with written notice that a new deposit, in the amount equal to two (2) times ~~customer's~~Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to ~~customer's~~Customer's next utility bill. ~~NPUA~~City will refund the deposit to ~~the customer~~Customer after ~~the NPUA~~City has received twelve (12) months of timely payments from ~~the customer~~Customer. (596-AC)

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5. Service responsibility of ~~city~~City and ~~customer~~Customer.

5.1 Responsibility -- Use of service or apparatus. City and ~~customer~~Customer assume all responsibility on their respective sides of the point of delivery for the electric service supplied and ~~taken~~received, as well as for any apparatus used in connection therewith.

5.1.1 Customer and ~~city~~City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting ~~from~~from the electric service or the use thereof on their respective sides of the point of delivery. City shall, however, have the right to suspend or terminate service in the event ~~city~~City should learn of service use by ~~customer~~Customer under hazardous conditions or for illegal purposes.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to ~~city~~City property installed on ~~customer's~~Customer's premises for the purpose of supplying service to ~~customer~~Customer.

5.1.3 Customer shall be responsible for payment of loss or damage to ~~city~~City property on ~~customer's~~Customer's premises arising from neglect, carelessness or misuse, and shall reimburse ~~city~~City for the cost of necessary repairs or replacement.

5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing ~~city's~~City's meter.

5.1.5 Customer shall be responsible for notifying ~~city~~City of any failure in ~~city's~~City's equipment.

5.2 Service interruptions -- Limitations on liability of ~~city~~City. City shall not be liable to ~~customer~~Customer for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by ~~city's~~City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend ~~customer's~~Customer's electric service for periods reasonably required to permit ~~city~~City to accomplish repairs to or changes in any of ~~city's~~City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, ~~city~~City may, in the public interest, interrupt service to other ~~customer~~Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.3 City access to ~~customer~~Customer premises. City's authorized agents shall have safe access to ~~customer's~~Customer's premise at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other ~~city~~City property, and to inspect and determine the connected electrical load. Neglect or refusal

on the part of the ~~customer~~Customer to provide such access shall be sufficient cause for discontinuance of service by ~~city~~City, and assurance of access may be required before service is restored.

5.4 Easements. All suitable easements and ~~right~~rights-of-way required by ~~the city~~City for any portion of the extension which is on premises owned, leased or otherwise controlled by ~~customer~~Customer shall be furnished in ~~city's~~City's name by ~~the customer~~Customer without cost to ~~city~~City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of ~~city~~City shall contain such terms and conditions as are acceptable to ~~the city-~~City.

5.5 Load characteristics. Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other ~~customers~~Customers or interference with operation of telephone, television or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety percent (90%) lagging, but in no event leading, unless agreed to by ~~city~~City. In the event that ~~customer~~Customer does not maintain such power factor, at the option of ~~city~~City, kva shall be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

6. Metering and metering equipment.

6.1 Customer equipment. Customer shall install and maintain all wiring and equipment beyond the point of delivery. Except for ~~city's~~City's meters and special equipment, ~~customer's~~Customer's entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by ~~city~~City, the same must be furnished by ~~customer~~Customer.

6.1.1 Customer shall provide in accordance with ~~city's~~City's current service standards, at no expense to ~~city~~City, and close to the point of delivery, a sufficient and suitable space acceptable to ~~city's~~City's representative for the installation of ~~city's~~City's metering equipment.

6.1.2 Customer shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of six feet six inches to any overhead obstruction.

6.1.3 Customer shall, at his/~~her~~ own expense, relocate meter or meters to a new and approved location whenever the existing meter or meters become inaccessible or work space cannot be maintained.

6.2 Service connections. City will not install and maintain any lines and equipment on ~~customer's~~Customer's side of the point of delivery except its meter. For the mutual protection of ~~the customer~~Customer and ~~city~~City, only authorized employees of ~~city~~City are permitted to make and energize the connection between ~~the city's~~City's service wire and ~~customer's~~Customer's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 Measuring ~~customer~~Customer service. All the energy sold to the ~~customer~~Customer will be measured by a commercially acceptable measuring device owned and maintained by the ~~city~~City, except where it is impractical to meter loads such as street lighting, security lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of ~~city's~~City's meters will be conclusive as to the amount of electric power supplied to ~~customer~~Customer unless, there is evidence of meter tampering or energy diversion, or unless a test reveals ~~city's~~City's meter is in error by more than plus or minus two percent ~~-(2%)~~.

6.3.2 If there is evidence of meter tampering or energy diversion, ~~customer~~Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered.

6.3.3 If any meter after testing is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings, and an adjusted bill shall be rendered per ~~Section~~section 4.1.4. Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 City shall, at the request of ~~customer~~Customer, reread ~~customer's~~Customer's meter within ten (10) working days after such request by ~~customer~~Customer. The cost of such rereads, which is ~~ten dollars~~Ten Dollars (\$10), may be charged to ~~customer~~Customer, provided the original reading was not in error.

6.4 Meter testing.

6.4.1 City shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 City will individually test a meter upon ~~customer's~~Customer's request. If meter is found to be within the two percent (2%) limit, ~~city~~City may charge ~~customer twenty five dollars~~Customer Twenty-Five Dollars (\$25) for the cost of the meter test. The results of the test will be furnished to the ~~customer~~Customer within a reasonable time after the test.

6.4.3 Customer shall have the right to observe any individual meter test he/she has requested, or to have present an expert or other representative appointed by him.

6.5 Master metering.

6.5.1 Resale of electricity. Customer shall not resell electricity ~~form the city from City~~ to any person except—;

(a) Where energy is purchased at rates specifically applicable to resale service, or

(b) Where the charge to the tenants is absorbed in the rental for the premises or space occupied, or

(c) Where ~~the customer~~ Customer is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that ~~the city~~ City would charge for the service if supplied by it directly, or

(d) Qualifies for submeter resale under the criteria identified in ~~Section~~ section 6.5.4.

6.5.2 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless construction and/or expansion is individually metered by ~~the city~~ City.

6.5.3 Residential -- Apartment complexes -- Condominiums and other multiunit residential buildings. City shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized ~~heating~~ heating, ventilation and/or air conditioning system and the contractor can provide to ~~the city~~ City an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship for the residents.

6.5.4 RV parks, marinas, small craft harbors and similar type service. Master metering will be allowed at RV parks, marinas, small craft harbors and similar type of services. The master meter ~~customer may~~ Customer may submeter individual spaces, slips or berths. An "extended stay" or permanent residential, commercial, recreational or similar facilities shall be individually metered by ~~the city~~ City. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc., after the effective date of these terms and conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from ~~the city~~ City.

7. Termination of service.

7.1 Customer initiated termination. A ~~customer~~Customer requesting termination of electric service must provide ~~the city~~City with at least two working ~~days~~days' notice and a disconnect date. ~~The customer~~Customer shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 Termination of residential service to ill, elderly or handicapped customersCustomers.

7.2.1 Residential ~~customers that~~Customers who are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay for their service will not be terminated until all of the following have been attempted.

(a) ~~The customer~~Customer has been made aware of the availability of funds from various governmental and social assistance agencies of which the cityCity is aware of.

(b) City has made a diligent effort to notify a third party previously designated by ~~the customer~~Customer.

(c) City has attempted to make satisfactory payment arrangements with ~~customer~~Customer and/or previously designated third party.

7.2.2 Residential service shall not be terminated ~~where the customer has an inability to pay and has established through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the customer's for nonpayment if Customer or a permanent resident residing household member depends on the customer's premises health, or where life-support equipment used in the home is dependent upon electric service for operation, or has a life-threatening condition certified by a licensed physician, provided Customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.~~

7.2.3 A ~~customer utilizing~~Customer relying on the provisions of ~~Section 7.2.2 shall be~~section 7.2.2 shall notify City prior to the termination date set forth in the notice that Customer or a household member depends on life-support equipment or has a life-threatening condition that would be compromised by termination of services. Further, Customer shall (i) provide certification of a licensed physician as required ~~to in~~section 7.2.2, and (ii) enter into a deferred payment agreement with ~~the utility~~City within ten (10) days after the scheduled termination date, or service may be terminated with two (2) days' notice. ~~The city will notify the correct agencies.~~

7.3 ~~With~~Termination with notice. City may, without liability for injury or damage, disconnect service to any ~~customer~~Customer for any of the reasons stated below, provided ~~city~~City has met the termination notification requirements.

Commented [RT4]: Get Legal Opinion

Commented [AG5R4]: Under Cal Pub Util Code § 779.3, an electrical corporation cannot disconnect service for nonpayment if the customer or a household member depends on life-support equipment or has a life-threatening condition certified by a licensed physician, provided the customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

Cal Pub Util Code § 779 prohibits termination of service when a licensed physician certifies that termination would be life-threatening, and the customer is financially unable to pay but agrees to an amortization plan

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7.3.1 ~~The city~~City may disconnect service after written notification for the following reasons:

- (a) Customer violation of any ~~city~~City rate schedules.
- (b) Failure of ~~customer~~Customer to pay a delinquent bill for service.
- (c) Failure of ~~customer~~Customer to meet or maintain deposit requirements.
- (d) Failure of ~~customer~~Customer to provide reasonable access to ~~city's~~City's equipment and property.
- (e) Customer breach of contract for service between ~~city~~City and ~~customer~~Customer.
- (f) Failure of prior ~~customer~~Customer to pay a delinquent bill for service where the prior ~~customer~~Customer continues to reside on premises.
- (g) When necessary for ~~city~~City to comply with an order of any governmental agency having such jurisdiction.
- (h) Customer fails to establish credit, after ~~city~~City, for ~~customer~~Customer convenience, provided service before credit is established or continued service to ~~a customer~~Customer when credit was to be re-established.
- (i) ~~The city~~City shall have the right to (but not the obligation) to remove any and all of its property installed on the ~~customer's~~Customer's premises upon termination of service.

7.3.2 Termination notice requirements.

a) ~~Ten-A ten (10) day advance notice of intent to terminate service for nonpayment is courtesy only; customers must pay attention to their and reasons other than nonpayment shall be provided. Customers are solely responsible for monitoring and paying past due amounts on balances reflected in their utility bills. Such notice may be included with, or issued as part of, Customer's monthly billing statement. All ten- (10) day notices are sent out by mail and if the customer has shall be mailed to Customer's last known address. The failure of a Customer to receive such notice shall not received one, they do not qualify for the reason of not being disconnected exempt Customer, from services. All customers can be given disconnection of service for nonpayment. Upon request, Customers may obtain a copy of the mailed ten- (10) day notice.~~

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Commented [LW7]: [Cal Pub Util Code § 779.1](#)
Utilities must provide a notice of delinquency and impending termination at least 10 days before the proposed termination date.

[Cal Pub Util Code § 10010.1](#) shall not terminate residential service on account of nonpayment of a delinquent account unless the public utility first gives notice of the delinquency and impending termination, at least 10 days prior to the proposed termination, by means of a notice mailed, postage prepaid, to the customer to whom the service is billed, not earlier than 19 days from the date of mailing the public utility's bill for services, and the 10-day period shall not commence until five days after the mailing of the notice.

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b) ~~Ten-day advance written notice for reasons other than nonpayment, which can be included in or be part of the monthly billing notices.~~

~~c) A twenty-four (24-) hour advance written notice shall be provided for termination of intent service due to terminate for dishonored checks (NSF). If the check is returned (NSF) tendered for deposits, utilities will payment of a deposit is dishonored, utility services shall be disconnected until payment in cash is received. If a customer has a dishonored check they must pay Any Customer whose check is returned for insufficient funds shall be required to make all subsequent payments by cash, money order, or credit/debit card for the next period of six (6) months.~~

d) Notice shall state the reason for termination.

d) Notice shall be considered given to ~~the customer~~ Customer* when a copy thereof is delivered to the service location or posted first class in the United States Postal Service addressed to ~~the customer's~~ Customer's last known address. These notices are provided as a courtesy.

f) ~~Service~~ If the violation identified in the notice has not been* remedied, service may be terminated on or after the ~~day~~ date specified in the notice without ~~giving the issuance of further notice if the violation has not been satisfied.~~

g) Service may only be terminated in conjunction with a* personal visit to the premises by an authorized representative of ~~the city~~ City.

h) ~~The city~~ City shall have the right ~~(, but not the obligation), to~~ remove any ~~of its~~ property ~~from the premises upon termination of service.~~

i) When an account is terminated for ~~non-~~ payment nonpayment, the disconnection notice ~~that is placed at the address will include delivered to the premises shall reflect both (i) the amount stated in the ten- (10) day notice amount in addition to, and (ii) the current bill, to reflect the total amount due on the account, and is due. Full payment of the total amount shall be required to restore services.~~ service.

7.5 Restoration of service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of ~~the city~~ City.

7.6 Master meter ~~customers~~ Customers. When master metered accounts are being terminated with notice, ~~the city~~ City will make a good faith effort to notify actual users prior to the termination. The notice may be posted in a common area of the complex or building, mailed to individual apartments, spaces or suites, or hand delivered. The notice shall provide the user the right to become a ~~city customer~~ Customer without being

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Commented [AG8]: (b) Every public utility shall make a reasonable attempt to contact an adult person residing at the premises of the customer by telephone or personal contact, at least 24 hours prior to any termination of service, except that, whenever telephone or personal contact cannot be accomplished, the public utility shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination.

[Cal Pub Util Code § 10010.1](#)

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required to pay the amount due on the account. However, any conversion of service entrance equipment required to accept ~~city~~City service will be the user's responsibility.

8. Disputed bills and complaints.

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8.1 Bill inquiries and complaint investigations. A ~~customer~~Customer may request a bill inquiry or complaint investigation by contacting ~~the city's~~City's utilities office. An investigation will be completed by ~~the city~~City, and ~~the customer~~Customer will be advised of the investigation's results and any action taken. If ~~the customer~~Customer is seeking to set up an extended payment arrangement, ~~the city~~City will attempt to assist by offering an amortized payment schedule, ~~and provided~~ ~~the customer~~Customer has not defaulted on a previous payment agreement.

8.2 Unresolved bill inquiries and complaint investigation. If a ~~customer~~Customer is not satisfied with the investigation and/or action completed by the ~~city's~~City's utilities office, the ~~customer should~~Customer may elevate the inquiry or complaint to the next level within ~~the city~~City staff, in the order recommended below:

- (a) Utility ~~business manager~~Business Manager or ~~supervisor~~Supervisor
- (b) Utility Manager-
- (c) City Manager

8.3 Appeal to the ~~city utility board~~City's Board of Public Utilities. A ~~customer~~Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the ~~Needles~~City's Board of Public Utilities- ("Utilities Board"). The ~~board~~Utilities Board will hear only appeals that have not been resolved to ~~the customer's~~Customer's satisfaction; after the ~~city manager~~City Manager has finalized his/her review. A form to request an appeal is available at the utilities office; and must be submitted at least two (2) weeks prior to a regularly scheduled ~~board~~Utilities Board meeting to ensure placement on the agenda. ~~The customer~~Customer is encouraged to be present at the ~~board~~Utilities Board hearing; or ~~to~~ have a representative present.

8.4 Appeal to the ~~city council~~City Council. A ~~customer~~Customer who remains unsatisfied after appealing their concerns to the ~~Needles Board of Public Utilities,~~ ~~may~~ Board, may appeal to the ~~city council~~City Council for final resolution- within fourteen (14) days of the date of the Utilities Board's decision. The ~~city clerk~~City Clerk will assist ~~the customer~~Customer with scheduling the appeal. The ~~customer~~Customer or his representative must be present at the ~~council~~City Council meeting for the appeal to be heard and/or acted upon.

8.5 Payment of disputed bills. A ~~customer~~Customer who has requested an investigation or who is appealing a determination shall not have the electric service disconnected for nonpayment of the disputed bill. If the ~~customer~~Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid

being disconnected for nonpayment. ~~A customer~~Customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Removal of facilities. Upon the termination of service, ~~city~~City may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to ~~the customer~~Customer and ~~city~~City shall be under no further obligation to serve ~~customer~~Customer. If, however, ~~city~~City has not removed its facilities within one (1) year after termination of service, ~~city~~City shall thereafter give ~~customer~~Customer thirty (30) days' written notice before removing its facilities, or else waive any re-establishment charge within the next year for the same service to the same ~~customer~~Customer at the same location.

For purpose of this section, notice to ~~the customer~~Customer shall be deemed given at the time such notice is deposited at the U.S. Postal Service, first class mail, postage prepaid, to ~~the customer~~Customer at his/her last known address.

10. Prohibited service uses. Customer shall not use electric service for the following uses or activities. ~~This prohibition is~~These prohibitions are necessary to prevent electric shortages, and to avoid supplier penalties for excess demand requirements.

10.1 Outdoor advertising signs and lighting.

10.1.1 Illuminated billboards, signs or similar advertising or identifying signs or equipment shall not be illuminated with ~~city~~City electric service during daylight hours.

10.1.2 Mechanized billboards, signs or similar advertising or identifying signs or equipment shall not be operated with ~~city~~City service during daylight hours.

10.1.3 A ~~commercial/industrial customer~~nonresidential Customer may, without restricted hours of use, illuminate with ~~city~~City service a time and temperature sign, and two (2) business signs on its premises.

10.2 Decorative and functional outdoor lighting.

10.2.1 Outdoor lighting necessary for public safety, security, or required by law shall be exempt from the below restrictions. However, ~~customer~~Customer shall minimize the number of lighting fixtures, and shall use energy efficient lighting for all outdoor lighting applications.

10.2.2 ~~Commercial/industrial customer~~Nonresidential Customers shall not operate any outdoor decorative, architectural or advertising "highlighting" or floodlighting, area, spot or other similar lighting during daylight hours.

10.3 Indoor business lighting.

10.3.1 Indoor lighting necessary for public safety, security, or required by law shall be exempt from the ~~below~~ restrictions below. However, ~~customers~~such Customer shall limit the number of fixtures used, and shall use energy efficient lighting for all indoor lighting.

10.3.2 ~~Commercial/industrial-customer~~Nonresidential Customers shall reduce lighting levels to the minimum required for security at all times the building is not occupied.

10.3.3 Customer shall not operate window display lighting during daylight hours.

10.4 Electric heating and cooling.

10.4.1 ~~Businesses where~~Nonresidential Customers shall be exempt from the following restrictions if higher temperatures ~~exceeding the below recommendations~~ are required for physician-certified medical reasons, ~~or mandated~~ by law, or ~~whose principal business involves necessary for~~ the preservation of perishable foods ~~shall be exempt from the below restrictions. as part of their principal operations.~~

10.4.3 ~~Commercial/industrial-customer~~Nonresidential Customers shall not use ~~service~~electric services for heating/cooling during non-business hours, unless the building is occupied, or ~~customer~~Customer can establish, and ~~the city~~City agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.

10.4.4 ~~Commercial/industrial-customer~~Nonresidential Customers shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.

10.4.5 ~~Commercial/industrial-customer~~Nonresidential Customers whose building is equipped with a system that both ~~heats~~heats and cools simultaneously, or that depends on electric lighting for total or partial heating shall operate the system to minimize electric energy use, and as close to the above guidelines as practical.

10.5 Swimming pool/spa pumps and filtration.

10.5.1 Timers shall be installed on all swimming pool pumps and filtration equipment.

10.5.2 Customer shall set the timer to between the hours of 9:00 P.M. and 9:00 A.M.

10.5.3 Customer may operate circulating pumps for solar pool heating equipment during daylight hours without restriction, except for the motor size limitations below.

<u>Pool or Spa</u> <u>Sq. Ft. of Surface Area</u>	<u>Maximum Allowed</u> <u>Motor Size</u>
520 or less	$\frac{3}{4}$ H.P.
521 -- 800	1 H.P.
801 -- 1200	1-1/2 H.P.
Over 1201	Max. 1 H.P./800 sq. ft.

10.6 Noncompliance. ~~The city~~City shall discontinue service to a ~~customer~~Customer for noncompliance with the prohibited uses of electric energy, if after notice ~~the customer~~Customer does not correct the violation within five (5) days. Service will not be reestablished until after ~~customer~~Customer has complied.

10.7 Exemption procedure. A ~~customer~~Customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the ~~Needles Board of Public Utilities~~ Board. The request must explain why the exemption is being sought, the benefits ~~the customer~~Customer will receive from such use, the approximate amount of energy required and the desired time period. Board approval must be received prior to ~~customer~~Customer using service for a prohibited activity.

11. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, ~~the customer~~Customer will be notified by ~~the city~~City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. ~~The city~~City will curtail service on a proportionate basis, where possible, and will give service priority to ~~customers~~Customers and/or ~~customer~~Customer classes where health, safety and welfare will be adversely affected, when possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the ~~city~~City. A service re-establishment charge of ~~two hundred dollars~~Two Hundred Dollars (\$200.00) will be assessed for a first-time violation, ~~five hundred dollars~~Five Hundred Dollars (\$500.00) for second violation, and ~~one thousand dollars~~One Thousand Dollars (\$1,000.00) for a third violation. A ~~customer~~Customer who violates curtailment requirements more than three times will not be allowed to reestablish service.

12. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of ~~customer~~Customer and ~~city~~City, but no assignments by ~~customer~~Customer shall be effective until ~~customer's~~Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by ~~the city~~City.

13. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of

electricity by ~~the city~~City to ~~the customer~~Customer. These terms and conditions state the entire obligation of ~~the city~~City in connection with such sales and deliveries. (Ord. 404-AC; Ord. 463-AC.)

Article ~~II~~6C-2

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Sec. 6C-2-1. Conditions governing the extension of electric distribution and services. Application for ~~city's~~City's electric service often involves construction of new facilities for various distances and costs depending upon ~~customer's~~Customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which ~~the city~~City will extend its facilities.

All extensions are subject to the availability of adequate capacity, voltage and ~~city~~City facilities at the beginning point of an extension. These rules shall govern extensions of both overhead and underground electric facilities to ~~customers~~Customers whose requirements are deemed by ~~the city~~City to be usual and reasonable in nature.

1. Basis for extensions.

- 1.1 Temporary power basis: all classes of service.
- 1.2 Footage basis: residential only.
- 1.3 Economic feasibility basis: all classes of service.
- 1.4 Responsible resource development basis: residential service only.
- 1.5 Economic development basis: specific applications only.
- 1.6 Doubtful permanency basis: all classes of service.
- 1.7 Seasonal ~~customer~~Customer basis: all classes of service.

2. Extension conditions.

2.1 Underground construction required. All new electric extensions shall be underground construction, and must comply with the requirements of ~~Section~~section 4 below. At ~~city~~City option, underground construction variances may be allowed for the following conditions.

2.1.1 Overhead single or three phase service lines may be constructed, if the distribution system the service line is connected to is overhead. Service lines are defined as those lines ~~tatthat~~ connect directly to a transformer or secondary voltage delivery system, and are the lines extended to ~~the customer's~~Customer's electric entrance equipment. However, overhead service lines may not be constructed when ~~the customer~~Customer is located in an existing or proposed overhead to underground conversion area, or in an existing or proposed underground development.

2.1.2 At ~~city~~City's option, twelve Kv feeder lines (as defined by ~~the city~~City), and lines of voltages higher than twelve Kv may be constructed overhead, even though such lines are being constructed in an underground development. The construction of such lines shall not exempt ~~the customer~~Customer from undergrounding all other facilities, including any services being extended from such overhead lines.

2.1.3 At ~~city~~City's option, an overhead line may remain as part of a new extension, if there is an existing distribution pole line(s) on or across a recorded subdivision or development at the time of application, and the line will be utilized in the extension. However, this condition shall not apply if the pole line were serving a building or group of buildings or any other type of service which would be removed before the development is completed.

2.1.4 An overhead extension may be constructed when, in ~~city's~~City's opinion, an underground extension is not feasible from either an engineering, operation or economic standpoint.

2.2 Irrigation customers~~Customers~~. Customers requiring construction of electric facilities for service to irrigation pumping will advance the total cost of construction, which may include a portion of the cost from designated irrigation substations. Advances are subject to refund as specified in ~~Section~~section 3 below.

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2.3 Temporary ~~customers~~ Customers.

2.3.1 General. Service to be rendered to a ~~customer~~ Customer for a period of less than twelve (12) consecutive calendar months shall be extended as a temporary service. ~~The city~~ City, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve (12) consecutive months.

2.3.2 Where a temporary meter or construction meter is required to provide service to a ~~customer~~ Customer, then ~~customer~~ Customer in advance of installation or construction shall make a nonrefundable contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of such facilities. When the use of the service is discontinued or agreement for service is terminated, ~~city~~ City may dismantle its facilities, and the materials and equipment provided by ~~the city~~ City will be salvaged and remain its property.

2.3.3 Construction meters which are positioned in the permanent ~~customer's~~ Customer's meter location, and that require no change in the service conductor size or length to serve the permanent ~~customer's~~ Customer's facilities, shall be considered permanent.

2.4 Real estate development. Extensions of electric facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of application for service by permanent ~~customers~~ Customers. These extensions are eligible to qualify for either the economic feasibility, responsible resource development, or the economic development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by ~~the city~~ City based upon the estimated electric energy to be used at each ~~customer~~ Customer location. Revenue estimates shall be made from comparable development revenue histories, and/or load information provided by the developer. Only ~~city~~ City determined estimated revenues shall be used for economic feasibility studies.

2.4.1 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by ~~the city~~ City.

2.4.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall refuse service to all new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion is individually metered by ~~the city~~ City.

2.5 Seasonal ~~customers~~ Customers. Extensions of electric facilities to ~~customer's~~ Customer's premises, which will be continuously occupied less than nine (9)

months out of each twelve- (12) month period may be made only on an economic feasibility basis.

3. Refunds.

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3.1 General policy.

~~3.1.1 Customer extension advances of over two hundred dollars are subject to a partial refund of sixty five percent; provided, that a refund survey determines that additional customers have been connected to and are using service, or that actual revenues would have reduced the advance requirements of the extension. Customers and revenues which may be considered in the refund surveys must be active and receiving service from either extensions directly connected to, or service lines directly connected to the extension being surveyed.~~

Commented [RT10]: Is this applicable?

~~3.1.2 Revenues from customers~~

~~3.1.1 Revenues from Customers~~ being served by an extension connected to the extension being surveyed, shall be considered only if the connected extension was made under the footage, economic feasibility, responsible resource development, or economic development basis. Such connected extensions, to be qualified for refund consideration, must have at least one active ~~customer~~Customer within five hundred feet from the interconnection point of the extension being surveyed.

Commented [RT11R10]: Add developer to pay the development costs.

~~3.1.3 The city~~City shall conduct a refund survey on the annual anniversary of the execution date of the extension agreement. The survey shall use the extension basis criteria in force at the time the extension was installed to calculate any refunds. ~~The city~~City reserves the right to apply any extension refunds to ~~the customer's~~Customer's account(s), if any account(s) are delinquent or past due. Refunds shall never exceed the amount originally advanced.

~~3.1.43~~ Refunds can only be made to ~~the customer~~Customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is ~~the customer~~Customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. ~~The city~~City will not honor any contractual or other arrangement that transfers the refund from the original ~~customer~~Customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2 In lieu of revenue surveys, ~~the city~~City may determine the number of permanent ~~customers~~Customers connected to the extension for a residential real estate development, and a refund may be made on a "per" ~~customer~~Customer basis. Refunds for each permanent ~~customer~~Customer shall only be refunded one time. A permanent ~~customer~~Customer must have service installed and be an active account at the time of the refund survey to be qualified for the refund study. The ~~city~~City shall specify in the extension agreement, the amount of refund per permanent ~~customer~~Customer connected, and may require a number of "qualified" ~~customers~~Customers be connected to an extension prior to the extension qualifying for a refund survey. Once a permanent

~~customer~~Customer has been included in a refund survey. Once a permanent ~~customer~~Customer has been included in a refund survey, ~~the customer~~Customer shall not be counted in future surveys, regardless if such ~~customer~~Customer is active or inactive at the time of the survey.

4. Underground construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, conduits, vaults, pull boxes, manholes, cabinet pad sites, shoring, bedding, backfill, compaction and surface restoration, in accordance with ~~city~~City specifications.

4.1.2 Customer or developer shall conform to ~~city's~~City's underground installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide and install conduit, manholes, vaults, pull boxes, and sweeps at all proposed equipment locations. All materials and installation shall meet ~~city~~City specifications.

4.1.4 Customers or developers requesting underground extensions may be required to sign an underground electric extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the underground facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by ~~the customer~~Customer or developer.

4.2 Inspection and ~~city~~City acceptance of trench and conduit.

4.2.1 ~~The city~~City shall inspect ~~the customer~~Customer/developer installed trench and conduit on a mutually agreed upon date prior to ~~the customer~~Customer/developer shading and backfilling the trenching and conduit. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by ~~the customer~~Customer/developer and ~~the city~~City.

4.2.2 When ~~the city~~City has approved the trenching and conduit installation, a second inspection date shall be mutually agreed to for inspection of the trench and conduit after shading and prior to backfill.

4.2.3 When the trench and conduit shading has been approved, ~~the customer~~Customer/developer shall complete backfilling and compaction of the trench. ~~The city~~City shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.2.4 When the backfill and compaction has been approved, ~~the customer~~Customer/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by ~~the city~~City. If the final surface of the trench is in a new development, actual surfacing can be completed as required, ~~the city~~City will complete the restoration and bill ~~the customer~~Customer/developer for actual costs plus appropriate overheads and/or administrative fees.

4.3 Customer owned entrance and service vault and/or space requirements.

4.3.1 City must have immediate operating access to electrical equipment at all times. Immediate access, for ~~city~~City approved inside building installation, is intended to mean:

4.3.1.1 Access from outside by either a door (~~city~~City to have key), manhole or vault lid with no obstructions;

4.3.1.2 A security guard on location, available on a twenty-four-hour basis, with keys and access to buildings and vaults;

4.3.1.3 Disconnecting switches that can be operated outside the building or vault that will allow disconnect of the load under emergency conditions. The cost of such switches shall be paid by ~~customer~~Customer, and shall be a nonrefundable contribution to ~~the city's~~City's extension construction. Design of such equipment must be approved by ~~city~~City prior to installation.

4.3.2 Padmounted transformers and similar equipment locations must have vehicle access acceptable to ~~city~~City, with the construction and clearances of ~~customer~~Customer installed traffic or decorative barriers subject to ~~city~~City approval. Access shall include a permanent unobstructed path of sufficient size and surface to accommodate trucks and crews necessary for equipment replacement. All equipment locations must be approved by ~~the city~~City.

4.3.3 Vaults and transformer locations inside of buildings shall have access to the outside in such a way that the electrical equipment can be directly set by a crane in the equipment cell or on the same level as the vault.

4.3.4 There shall be permanently flat and unobstructed access from this point to the equipment cell location. Exterior equipment access to the subsurface vaults shall be through unobstructed lift slabs at or above finish grade with vehicle access acceptable to ~~city~~City. Access shall include a permanent unobstructed path of sufficient size and surface to support trucks and cranes necessary for equipment replacement. All vault designs and locations must be approved by ~~city~~City.

4.3.5 In all vaults, internal to a building, ~~customer~~Customer will provide, at no charge to ~~the city~~City, a telephone either inside the vault or near the entrance to the vault.

4.3.6 Customer shall not store equipment or other items in equipment rooms or vaults where electric utility equipment is located.

4.4 New underground services. Customer will supply and install service conduit, per ~~city~~City specifications, from service stub-outs to service entrance section riser(s).

4.4.1 Single phase services. Customer shall pay a nonrefundable contribution of four dollars and forty-five cents per foot for service extension footage in excess of one hundred fifty feet. Excess footage service extensions will only be allowed, if such extension conforms to all ~~city~~City service requirements.

4.4.2 Three phase services. Customer shall pay a nonrefundable contribution of five dollars and sixty-five cents per foot for service extension footage in excess of forth feet. Excess footage service extensions will only be allowed, if such extension conforms to all ~~city~~City service requirements.

5. Alternate electric feeds. ~~The city~~City will provide an alternate or loop feed to a ~~customer~~Customer as part of an extension, if requested, and provided the following requirements are met.

5.1 General requirements.

5.1.1 ~~The customer~~Customer load must be essential to public health and/or safety, as determined by ~~the city.~~City.

5.1.2 All costs for an alternate feed shall be included in the extension cost and feasibility studies.

5.2 A nonrefundable contribution shall be aid by ~~customer~~Customer/developer for any additional construction expenses required for the alternate feed.

5.3 Customer/developer shall conform to ~~city's~~City's underground installation and utility facility placement specifications and standards.

6. General conditions.

6.1 Voltage.

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6.1.1 The extension must be designed and constructed for the operation at standard voltages used by cityCity in the area in which the extension is located.

6.1.2 Only one voltage and one service line will be supplied to each customerCustomer, unless the serving of multiple voltages or service lines is beneficial to the cityCity.

6.1.3 The cityCity will provide voltages other than the nearest standard distribution voltage when one or more of the following conditions exist.

6.1.3.1 The requested voltage is more beneficial to the cityCity than additions to the standard distribution voltage in the area, such as:

6.1.3.1.1 Loads that exceed the overhead or underground design limitations for the standard distribution voltage, as determined by the cityCity;

6.1.3.1.2 The voltage and subsequent line distribution equipment is more economical for the cityCity, as determined by the cityCity.

6.1.3.2 The customer'sCustomer's load requirement (demand) is greater than one hundred KVA "Y" (120/208 or 277/480 volts).

6.1.3.3 Customer agrees to pay a nonrefundable contribution for the special equipment, and any facility charges, if required for economic feasibility.

6.2 Three phase. Extensions of three phase service are available when a customerCustomer has installed a single piece of equipment with a seven and one-half HP (horsepower) motor or a single air conditioning unit of six tons or more, or where total connected HP of all connected three phase motors exceed twelve HP or customer'sCustomer's total load exceeds one hundred KVA. If less than the above HP or connect KVA is installed, cityCity may at its option, when requested by the customerCustomer, serve three-phase and require a nonrefundable contribution equal to the difference in cost between single phase and three phase construction, but in no case less than one hundred dollars.

6.3 Easements. All suitable easements or rights-of-way required by cityCity for any portion of the extension shall be furnished in city'sCity's name by customerCustomer without cost to or condemnation by cityCity, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of cityCity shall contain such terms and conditions as are acceptable to the cityCity.

6.4 Ownership. Except for customerCustomer-owned facilities, all construction, including that for which customersCustomers have made advances and/or contributions, will be owned, operated and maintained by cityCity.

6.5 Measurement and location.

6.5.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by ~~the city~~City.

6.5.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to ~~city~~City.

6.5.3 The extension must be a branch from, the continuation of, or an addition to, one of ~~city's~~City's existing distribution lines.

6.6 Unusual circumstances. In unusual circumstances, as determined by ~~the city~~City, when the application and provisions of this policy appear impractical, or in case of extensions of lines to be operated on voltages other than specified in the applicable rate structure, or in case ~~customer's~~Customer's requirements exceed two thousand kW, ~~city~~City will make a special study of the conditions to determine the basis on which service may be provided.

6.7 Nonstandard construction. Where extensions of electric facilities require construction that is in any way nonstandard, as determined by ~~city~~City, or if unusual obstructions are encountered, ~~customer~~Customer will make a nonrefundable contribution equal to the difference in cost between standard and nonstandard construction.

6.8 Abnormal loads. City, at its option, may make extensions to serve certain abnormal loads (such as: transformer type welders, x-ray machines, wind machines, excess capacity for test purposes and loads of unusual characteristics), provided ~~customer~~Customer makes a nonrefundable contribution equal to the total cost of such extensions, including transformers and services.

6.9 Relocation and/or overhead to underground conversions.

6.9.1 City will, when practical as determined by City in its sole and absolute discretion, relocate or convert its facilities for ~~customer's~~Customer's convenience or aesthetics, provided ~~customer~~Customer make a nonrefundable contribution equal to the total cost of relocation or conversion, including any residual value for the remove overhead facilities.

6.9.2 When the relocation or conversion is in conjunction with added revenue, as determined by ~~the city~~City, and is not for ~~customer's~~Customer's convenience or aesthetics, then ~~the city~~City may consider the cost of such relocation or conversion in its economic feasibility studies.

6.10 Changing a master meter to individual meters. City will convert its facilities from a master metered system to a permanent individually metered system at ~~customer's~~Customer's request, provided ~~customer~~Customer make a nonrefundable

contribution equal to the residual value, plus the removal costs less salvage of the master meter facilities. The new facilities to serve the individual meters will be extended on an economic feasibility basis.

6.11 Change in ~~customer's~~Customer's service requirements. City will rebuild or revamp existing facilities to meet ~~customer's~~Customer's added load or change in service requirements based on upon an economic feasibility study. If the estimated additional revenue from such upgrades or changes pays ~~the city's~~City's total construction costs within five (5) years for residential ~~customers~~Customers, and two (2) years for ~~commercial customers~~nonresidential Customers, then such upgrades or changes shall be completed free of charge for the ~~customer~~Customer. If the upgrades or changes do not provide adequate revenues, then the ~~customer~~Customer shall make a nonrefundable contribution to the ~~city~~City for the total cost of construction. The ~~city~~City reserves the right to refuse such rebuild or revamp requests, when such requests are not consistent with the terms and conditions for the sale of electric services, or the ~~city's~~City's electrical engineering standards. Residential service entrance equipment upgrades or rebuilds are exempt from these requirements.

6.12 Design deposit. Any applicant requesting ~~city~~City to prepare detailed plans, specifications or cost estimates may be required to deposit with ~~city~~City an amount equal to the estimated costs of preparation. Where the applicant authorizes ~~city~~City, within twelve (12) months of the completed estimate, to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. City will prepare without charge, a preliminary sketch and rough estimate of the costs to extend electric service to a project upon request.

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7. Footage basis extensions.

7.1 General policy. Footage basis extensions may be made only if all of the following conditions exist:

7.1.1 Applicant shall be a new permanent residential ~~customer~~Customer or group of new permanent residential ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

- (a) Service will be rendered to ~~the customer~~Customer for a period greater than twelve (12) months;
- (b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;
- (c) Customer has completed an application for service; and
- (d) The meter will be installed within thirty (30) days after completion of the extension.

7.1.2 The extension cannot exceed seven hundred fifty (750) feet per ~~customer~~Customer to be connected, not a total extension distance of two thousand five hundred feet.

7.1.3 The extension must be along the shortest practical route to the nearest practical point of delivery on each ~~customer~~Customer premises, as determined by ~~city~~City.

7.1.4 The estimated construction cost, including transformers and services, cannot exceed ~~fifteen thousand dollars~~. Fifteen Thousand Dollars (\$15,000).

7.2 Free extensions. The extension, (if the conditions specified in ~~Section~~section 7.1 are met and the total extension does not exceed seven hundred fifty (750) feet per new permanent residential ~~customer~~Customer, or a maximum of two thousand five hundred (2,500) feet for the entire extension, or ~~fifteen thousand dollars~~); Fifteen Thousand Dollars (\$15,000)), will be constructed at no cost by ~~the city~~City.

7.3 Extensions over the free distance. Extensions over the free distance. Extensions which meet the conditions specified in ~~Section~~section 7.1, but which exceed the free distance in ~~Section~~section 7.2, may still qualify for a footage basis extension provided ~~the customer~~Customer or ~~customers~~Customers sign an extension agreement and advance the cost of such additional footage.

7.4 Advances are subject to refund.

7.5 Real estate developments are not eligible for this footage basis extensions.

8. Economic feasibility basis extensions.

8.1 General policy. Economic feasibility basis extensions may be made only if all of the following conditions exist:

8.1.1 Extension shall be for a new permanent ~~customer~~Customer or group of new permanent ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

(a) Service will be rendered to ~~the customer~~Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for ~~the city~~City, as defined in ~~Section~~section 8.2.

8.1.3 Customer pays total extension costs in advance of scheduling construction, including transformers, metering and services.

8.2 Extension qualifications. Extensions shall be allowed, when the conditions in ~~Section~~section 8.1 are met and the extension is determined to be economically feasible by ~~the city~~City. Economic feasibility shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide and adequate rate of return on investment to ~~the city~~City.

8.3 Extensions not qualifying. City, at its option, may extend its facilities to ~~customers~~Customers whose use does not satisfy the economic feasibility requirements of ~~Section~~section 8.2, provided such ~~customers~~Customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

8.4 Advances are subject to refund.

9. Responsible resource development basis (residential real estate developments only).

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9.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the ~~city~~City. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represent the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves ~~city~~City financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

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9.1.1 The residential development being developed is for new permanent residential ~~customers~~Customers: A ~~customer~~Customer shall be considered permanent when:

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(a) Service will be rendered to the ~~customer~~Customer for a period greater than twelve ~~(12)~~ months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty ~~(30)~~ days after completion of the extension.

9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred ~~(500)~~ feet per permanent ~~customer~~Customer, including service line footage.

9.1.3 The final development and/or phase of the development is determined to be economically feasible by ~~the city~~City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to ~~the city~~City.

9.1.4 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric , water and wastewater in each residence and common area or amenity facilities.

9.1.5 The developer agrees to provide, if requested, any information needed to assess the project's feasibility, developer's financial ability, developer's business or development history, and/or the developer's plans for the project.

9.1.6 Developer pays a nonrefundable contribution for the construction of the electric, water, wastewater facilities to the property line of the development, and for any unusual or nonstandard construction requirements inside the development.

9.1.7 The development is total electric, except for alternate energy services which may be provided or approved by ~~the city~~City.

9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include ~~the city's~~City's responsible resource development program name and logo on all signs and other advertising materials at developer's cost.

9.2 Extension qualifications. An extension shall be qualified when the conditions in ~~Section~~section 9.1 have been met and agreements executed.

9.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

9.4 Benefits provided developers who qualify for a responsible resource development basis extension.

9.4.1 Developer will not be required to advance construction money for the installation of electric facilities within the development, except as required in ~~Section~~section 9.5 and 9.6.

9.4.2 ~~The city~~City will respond to requests for installation of extensions, service and/or meters to homes, condominiums, apartments and/or mobile homes within the development with priority service.

9.4.3 ~~The city~~City may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

9.5 Extensions to developer built home, condominium, apartment and mobile home developments.

9.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to ~~the city~~City for review and approval. If the plans meet the responsible resource development basis criteria, ~~the city~~City will prepare the electric extension design and an agreement to construct electric distribution facilities, which must be executed prior to extension construction.

9.5.2 The developer shall make a nonrefundable construction advance for the installation of electric facilities to the property line of the development—~~the~~. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.5.2.1 A development construction plan has been submitted to and accepted by ~~the city~~City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.5.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of ~~five dollars~~Five Dollars and ~~eighty-five cents~~Eighty-Five Cents (\$5.85), for the additional footage.

9.5.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or “plugged” conduits, equipment pads, vaults and similar equipment. The developer shall reimburse ~~the city~~City for any repairs or replacements made by the ~~city~~City during construction because of damage or “plugged” equipment. ~~The city~~City may, but shall not be obligated to, make such repairs or replacement while installing facilities.

9.5.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of electric facilities to serve any home, condominium, apartment or mobile home.

9.5.2.5 All installations must be according to ~~city~~City specifications and requirements.

9.6 Extensions to lot sales only subdivision.

9.6.1 Developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

9.6.2 The developer shall make a nonrefundable contribution for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.6.2.1 A development construction plan has been submitted to and accepted by ~~the city~~City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.6.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall ~~continued~~continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment/facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of ~~five dollars~~Five Dollars and ~~sixty-five cents~~Eighty-Five Cents (\$5.85), for additional footage.

9.6.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse ~~the city~~City for any repairs or replacements made by ~~the city~~City during construction because of damage or "plugged" equipment. ~~The city~~City may, but shall not be obligated to make such repairs or replacement while installing facilities.

9.6.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of the electric facilities to serve any home, condominium, apartment or mobile home.

9.6.2.5 All installations must be according to ~~city~~City specifications.

10. Economic development basis.

10.1 General policy. The economic development basis is structured to encourage business development in areas being served by the ~~city~~City. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve ~~city~~City financial participation, the developer may be required to provide additional information prior to the approval of the

extension. Economic development extensions are available only if all of the following conditions exist:

10.1.1 Applicant will be new permanent ~~customer~~Customer or group of new permanent ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

(a) Service will be rendered to the ~~customer~~Customer for a period greater than twelve months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty ~~(30)~~ days after completion of the extension.

10.1.2 The total extension is determined to be economically feasible for ~~the city~~City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to ~~the city~~City.

10.1.3 The development meets the economic development basis qualifications, as determined by the ~~board of public utilities and city council~~Utilities Board and City Council.

10.1.4 ~~The customer~~Customer/developer requests the extension be completed using the economic development basis.

10.1.5 ~~The customer~~Customer/developer agrees to provide, if requested by either the ~~council~~City Council or the ~~utility board~~Utilities Board, any information needed to assess the project's feasibility, ~~customer's~~Customer's/developer's financial ability, ~~customer's~~Customer's/developer's business or development history, and/or ~~the customer's~~Customer's/developer's plans for the project.

10.1.6 Customer/developer pays any required advance for construction.

10.2 Extension qualifications. Extensions shall be allowed when the conditions in ~~Section~~section 10.1 have been met and approval for an economic extension is granted by the ~~board of public utilities~~Utilities Board and ~~city council~~City Council.

10.3 The benefits provided to a ~~customer~~Customer/developer from the economic development basis shall be determined on an individual application basis by the board of public utilities and ~~city council~~City Council.

10.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the ~~city council, the customer~~City Council, Customer/developer may request an economic feasibility basis extension.

11. Doubtful permanency basis.

11.1 Extensions shall be made on a doubtful permanency basis, when in ~~the city's~~City's opinion ~~the customer's~~Customer's application for service is not expected to be permanent, but is expected to be an active ~~customer~~Customer for more than twelve consecutive months. Doubtful permanency ~~customers~~Customers will be required to advance the total construction and removal cost, less any salvage value of the extension. Refunds of such advances will be calculated using the economic feasibility refund criteria.

11.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless ~~the customer~~Customer has:

11.2.1 Sewer or septic system installed;

11.2.2 Permanent water system installed;

11.2.3 Electric service entrance equipment installed.

12. Settlement of disputes. Any dispute between ~~customer~~Customer or prospective ~~customer~~Customer and ~~city~~City regarding the interpretation of these conditions governing extensions of electric distribution lines and services may, by either party, be referred to the board of public utilities for determination.

13. Interest. All advances made by ~~customer~~Customer to ~~city~~City in aid of construction shall be noninterest bearing.

14. Extension agreements~~Agreements~~. All line extensions requiring payment by ~~customer~~Customer shall be in writing and signed by both ~~the customer~~Customer and ~~city~~City. (Ord. 404-AC.)

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Article III

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~~Terms and conditions~~. Subject to City of Needles terms and conditions for the sale of electric services.

~~Sec. 6C 3 2B. Rate Two - General service:~~

~~Availability~~. In all territory saved by the city at all points where facilities of adequate capacity and the required phase and suitable voltages are adjacent to the premises served.

~~Application.~~ To all electric service required when such service is supplied at one point of delivery and measure through one meter. For those service locations where electric service has historically been measured through two meters, when one of the meters was installed pursuant to a City of Needles rate schedule no longer in effect, the electric service measures by such meters shall be combined for billing purposes.

~~No applicable to breakdown, standby, supplementary, single family residential or resale service nor to service for which general service rate schedule is not applicable.~~

~~Type of service.~~ Single or three phase, sixty hertz, at one standard voltage as may be selected by customer subject to availability at the customer's premises. Three phase service is furnished under city's standard rules covering line extensions. Three phase service is not furnished for motors of an individual rated capacity of less than seven and one half HP, except for existing facilities or where total aggregate HP of all connected three phase motors exceed twelve HP. Three phase service is required for motors of an individual rated capacity of more than seven and one half HP. Transformation equipment is included in cost of extension.

~~Monthly bill.~~ The monthly bill shall be the greater of the amount computed under A or B, below, including the applicable adjustments.

~~C. Adjustments.~~ Plus the applicable proportionate part of any taxes, or governmental impositions which are or may in the future be assessed on the basis of gross electric service revenues of the city and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

~~Special conditions.~~ (1) The connected load for electric service will be the total rated capacity of all of the customer's electrical equipment. For motors, the nameplate rating in horsepower (HP) will be used to determine the connected load. One horsepower (HP) will equal one Kw. Total connected load may also be a computed value based upon service entrance section equipment and/or industry averages or similar type of information.

~~Power factor rate adjustment.~~ Where customers have a connected load of fifty horsepower or more, charges for energy shall be adjusted based upon a weighted monthly average power factor:

~~(1) If the customer's connected loads consists of fifty horsepower or more, then the city shall set a meter to measure the reactive kilovolt ampere (Kva) hours, in addition to the kilowatt hour (Kwh) meter. The power factor ration shall be computed from the ratio of the Kva hours to the monthly Kwh hours and rounded to the nearest whole percentage. In a case, where the power factor is likely to be leading, the Kva meter shall be ratcheted to prevent reversal.~~

~~(2) If the power factor exceeds eighty percent, bills will be reduced by 0.3 percent for each one percent of such excess up to and including ninety percent power factor, and by 0.2 percent for each one percent of such excess over ninety percent power factor. However, the total charge after power factor adjustment shall never be less than the minimum bill.~~

~~(3) If the power factor is less than sixty five percent, bills shall be increased by 0.5 percent for each one percent of such deficiency in power factor. The maximum increase shall not exceed five percent.~~

~~The total charge after power actor adjustment shall never be less than the minimum bill.~~

Terms and conditions. Subject to City of Needles terms and conditions for the sale of electric service.

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