

Needles Public Utility Authority
Board of Public Utilities

Terms and Conditions

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Overview

Terms and Conditions last update in 1994 for electric and wastewater. Water was updated in 2020 to reflect state laws on disconnection of drinking water services.

Terms and Conditions apply to the sale of electric, water and wastewater and set guidelines for deposits, establishment fees, billing and collection, and disconnection of services

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Terms and Conditions Changes

Establishment of Service

- A service establishment charge is determined by the **cost of services** for residential and nonresidential accounts - Prior stated \$12.50
- Customer will be required to pay the appropriate service establishment charge and after-hours charge as established by the **cost of services** - Prior stated \$50.00

Note: Cost of Services fee schedule is established by Finance and adopted by City Council based on the current loaded rates for staff and associated time to provide the service.

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Terms and Conditions Changes

Security Deposits

Electric

- Added section 2.7.3 Large Commercial

Large commercial account deposits may be either cash or noncash, and shall be set at \$80,000 per 20,000 sq ft building. Large commercial account deposits must be on file for a minimum of three years and thereafter can be replaced with a security bond. All security bonds must be renewed, and assurance provided to the Needles Public Utility Authority.

Water

- Residential security deposit \$150 – updated from \$100
- Nonresidential security deposit \$500 – updated from \$100

Wastewater – Remained unchanged \$100 for residential and nonresidential

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Terms and Conditions Changes

Rates (Electric Only)

- Removed section 3.3 Optional Rates

Established "optional rate schedules to certain classes" not applicable as the NPUA established two tiered rates of hydro and over-hydro.

Billing and Collection

- Nonregistering Meter

If a meter is found to be nonregistering, the city may bill the customer for the amount of the underbillings based on the city's estimate of the electric service used but not registered, for a period not exceeding one year. – updated from three months

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Terms and Conditions Changes

Collection Policy –

All bills rendered by the city are due and payable no later than nineteen 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 days (10)** of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of the city's termination procedure. – updated from 15 days

- Electric Section 4.3.1 – When an error is found within the billing rendered to the customer, Underbillings by city shall be billed to customer who may be given up to one year to pay if the underbilling is less than one thousand dollars, and up to a **year and half years**. – updated from three years
- Removed "special contract" language under collection policy as it is not applicable.

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Terms and Conditions Changes

Budget Billing – New Section Added

Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.

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Terms and Conditions Changes

Returned Checks

- Customer shall be charged a fee of **twenty five dollars for the 1st occurrence and thirty-five for any occurrence thereafter** for each instance where customer tenders payment of a bill with a check which is not honored by customer's bank. – Updated from \$15
- Removed Collection Charge as it stated an authorize city representative travels to customers premises to accept payment. Not applicable.
- If a termination is required at equipment other than the meter, a reconnection charge established by the **city's cost of services fee schedule** must be paid before service re-establishment. The customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing. – updated from \$50.00
- Added Installment Plans
"If payment arrangement is not kept by the customer, services will be automatically terminated. In order to reconnect, the full amount owed must be paid."

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Terms and Conditions Changes

Stop Loss/ Maximum Delinquency/Collection Policy

- The warning notice shall provide the 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 shall have the ability within that period to sign an amortization agreement ("Payment Agreement") – updated from 15 days
- ("Payment Agreement"), agreeing and acknowledging that the 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 – **twelve (12) months dependent on the customer's ability to pay. – added, extended payment agreement terms**
- **Added** - If a customer is on an active Payment Agreement and defaults a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

Collections

Added "Collection accounts are sent every six (6) months to the city's collection agency".

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Terms and Conditions Changes

Termination of Service

- Termination Notice Requirements.

Ten-day advance written notice of intent to terminate for nonpayment and reasons other than nonpayment, which can be included or be a part of monthly billing notices. - Removed five-day written notice

24 hour advance written notice of intent to terminate for dishonored checks (NSF). – updated from two-day

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