

AN ORDINANCE **101820**

**AUTHORIZING REVISIONS TO THE CPS ENERGY (CPS) POLICY FOR MISCELLANEOUS CUSTOMER CHARGES; INCREASING CERTAIN FEES CURRENTLY CHARGED BY CPS; AND ESTABLISHING FOUR ADDITIONAL FEES.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio, Texas, by and through the City Public Service Board of Trustees (CPS Energy) provides electric and gas service to the greater San Antonio metropolitan area; and

**WHEREAS**, CPS Energy provides discretionary and other services and imposes corresponding charges including such fees as Disconnection Fees, Reconnection Fees, Field Notification Fees, and Returned Check Fees (collectively, miscellaneous service charges), the cost of which is borne by the individual using that service, rather than distributing that cost to the other rate payers; and

**WHEREAS**, the majority of miscellaneous service charges were last updated in 1986 by the CPS Board of Trustees, with some service additions approved by City Council Ordinance No. 83126 on November 2, 1995, and by Ordinance No. 91615 on April 13, 2000, and CPS Energy has since then re-evaluated the costs of providing miscellaneous services; and

**WHEREAS**, on May 23, 2005, the CPS Board of Trustees has by resolution passed and approved increases for some existing miscellaneous service charges and has created four new miscellaneous service charges including: Meter Read Verification Charge, Credit/Debit Transaction Fee, Meter Access Charge, and Miscellaneous Fees as its revised "Policy for Miscellaneous Customer Charges"; and

**WHEREAS**, the City staff recommend modifications of the Policy and charges approved by the CPS Board of Trustees, namely, the deferment of the increase in the Disconnection, Reconnection, and Field Notification Fees until April 1, 2006, and an indefinite deferment of the increase in the Gas Furnace Lighting Fee; and;

**WHEREAS**, the City Council has the final ratemaking authority regarding such proposed changes to the CPS Energy Policy for Miscellaneous Customer Charges and finds that said changes are fair and reasonable and, should be adopted as amended by this Ordinance and that the May 23, 2005 CPS Policy should be referred to the CPS Board of Trustees for modification and implementation consistent with this Ordinance; **NOW THEREFORE:**

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

**SECTION 1.** The increased charges, new charges and other revisions as set forth in the "Policy for Miscellaneous Customer Charges" incorporated as Attachment 1 to this Ordinance, and as modified by the deferment dates below, are authorized and approved.

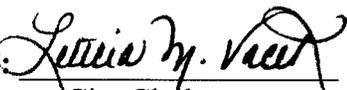
**SECTION 2.** The increased charges, new charges and other revisions contained in the "Policy for Miscellaneous Charges" shall be effective for all CPS billings on or after January 1, 2006, except for the Disconnection Fee, Reconnection Fee, and Field Notification Fee, which shall continue at the existing rate until March 31, 2006. The new charges for the Disconnection Fee, Reconnection Fee, and Field Notification Fee shall become effective for all CPS billings on or after April 1, 2006.

**SECTION 3.** The above Policy and charges have been adopted after a complete investigation of the facts bearing upon the charges and policies and, based on such investigation, the City Council of the City of San Antonio finds and determines that the above Policy and charges are fair, just and reasonable, are equal and uniform and non-discriminatory, and provide a reasonable and fair return upon the fair value of the electric and gas system's services.

**SECTION 4.** This Ordinance shall be effective on the tenth (10<sup>th</sup>) day after passage.

*PASSED AND APPROVED this 15<sup>th</sup> day of December 2005.*

  
**MAYOR**  
**PHIL HARDBERGER**

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney

# Agenda Voting Results

**Name:** 7.

**Date:** 12/15/05

**Time:** 11:21:16 AM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing revisions to the CPS Energy (CPS) Policy for Miscellaneous Customer Charges, increasing certain fees currently charged by CPS; and establishing four additional fees. [Presented by Ben Gorzell, Jr., Director, Public Utilities; Melissa Byrne Vossmer, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4	Not present			
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9				
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

SKS  
12/15/05  
Item No.7

# **ATTACHMENT 1**

# CITY PUBLIC SERVICE BOARD OF SAN ANTONIO

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## POLICY FOR MISCELLANEOUS CUSTOMER CHARGES

### I. INTRODUCTION

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

### II. DEFINITIONS

#### A. CPS

City Public Service Board of San Antonio, Texas.

#### B. Customer & Applicant

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

#### C. Permanent Customer

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

#### D. Service Agreement

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

#### E. Service Installation

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

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

#### F. Premium Pay Work Hours

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

#### G. Charge or Fee

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

**H. Meter Tampering**

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

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

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

Amount

\$ 25.00	Returned Payment Fee
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**B. Fees for Service Reconnection at the Meter**

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

Amount

	<u>Electric</u>
\$ 24.00	Regular Work Hours
\$ 30.00	Premium Pay Work Hours

	<u>Gas</u>
\$ 36.00	Regular Work Hours
\$ 47.00	Premium Pay Work Hours

	<u>Electric &amp; Gas</u>
\$ 53.00	Regular Work Hours
\$ 69.00	Premium Pay Work Hours

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

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

Amount

	<u>Service at Pole</u>
\$ 60.00	Regular Work Hours
\$ 120.00	Premium Pay Work Hours

	<u>Service at Underground Transformer</u>
\$ 60.00	Regular Work Hours
\$ 120.00	Premium Pay Work Hours

	<u>Service at Gas Main</u>
\$ 400.00	Regular Work Hours
\$ 600.00	Premium Pay Work Hours

**D. Furnace Lighting Fees**

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

Amount

\$ 24.00	For 1 <sup>st</sup> furnace unit lighting
\$ 7.00	Per additional furnace unit lighting

## E. Information Request Fees

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

## Amount

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

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

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

## F. Meter Test Fees

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

## Amount

\$ 25.00 Per Electric Meter Test  
\$ 25.00 Per Gas Meter Test

## G. Repeat Call Charges

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

## Amount

\$ 20.00 Per Repeat Call (Electric or Gas), Regular Work Hours  
\$ 30.00 Per Repeat Call (Electric or Gas), Premium Pay Work Hours

## H. Customer Rescheduled Electric Service Connection Charge

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

## Amount

\$ 58.00 Per Rescheduled Electric Overhead Service Connection  
\$ 58.00 Per Rescheduled Electric Underground Service Connection

## I. Field Notification Charge

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

## Amount

\$ 12.00 Per Field Notification

J. Meter Identification Survey Charges

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

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

K. Irregular Connection Fees

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

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

L. Meter Tampering Fee

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

Amount	
\$ 40.00	Meter Tampering, per incident

M. Temporary Service Charges

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

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

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

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

#### N. Load Profile Data Charges

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

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

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

#### O. Meter Read Verification Charge

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

Amount

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

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

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

#### Q. Meter Access Charges

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

Amount

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

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

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

#### R. Miscellaneous Fees and Charges

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

### IV. GENERAL CONDITIONS

Rev.

Policy for M.C.C.

A. Unanticipated Costs

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

B. Policy Interpretation

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