

CALIENTE PUBLIC UTILITIES

CITY OF CALIENTE
PO BOX 1006
CALIENTE, NV 89008-1006

POLICY, RULES AND REGULATIONS FOR UTILITY SERVICE

1. **Customer Consent:** By requesting and/or receiving utility service from Caliente Public Utilities, a customer agrees to abide by the terms and conditions of these Rules and Regulations. Violation of these Rules and Regulations by a customer will result in termination of utility service as described in separate Sections of these Rules and Regulations.
2. **Distribution:** All applicants for utility service and all existing customers of Caliente Public Utilities shall be informed of these Rules and Regulations and shall be provided a copy. Additional copies will be available for a fee of \$2.00.
3. **Revision:** These Rules and Regulations may not be revised or waived, unless noted explicitly herein or upon approval of the City of Caliente by the City Council.
4. **Supersedes Previous Rules:** These Rules and Regulations supersede all previous Rules and Regulations relating to utility service provided by Caliente Public Utilities.
5. **Utility Agreement:** In addition to other requirements of these Rules and Regulations, in order to receive utility service from Caliente Public Utilities, an applicant must execute an agreement with Caliente Public Utilities. Such an agreement shall specify the terms and conditions associated with supply of utilities. The Caliente Public Utilities will deny service, in any case where subterfuge may exist. (Example: Another person living in a household applies for service so that the original customer evades payment of an existing bill.)
6. **Meter Reading and Billing:** Caliente Public Utilities shall endeavor to read meters and to render bills to customers on approximately the same day of each calendar month for utility service furnished during the preceding billing period. Each bill shall list separately the monthly charges for each utility service rendered to that specific address. If a customer has multiple points of delivery, a separate bill will be rendered for each separate point of delivery. The customer shall permit the Caliente Public Utility's authorized representative to enter onto the premises at all reasonable times for the purposes connected with maintaining utilities. The meter will be read on or around the last Tuesday of each month and the customer will secure any animals on the property in order to avoid conflict. Should the meter be inaccessible due to locked gates, or loose animals, the electric usage will be estimated, and the customer agrees to pay any such estimated bill.
7. **Date Due:** Bills for utility services are due and payable upon receipts and payment may be mailed, paid in person, or dropped in the mail slot at the Caliente Public Utility's main office at City Hall. The customer agrees to pay monthly for the utility services rendered by the Caliente Public Utilities. If not paid the 20th day of the month at 4:00 P.M., a late fee of \$20.00 will be assessed to all previous balances. ***Note: if the 20th falls on a Saturday, Sunday or Holiday the bill must be paid by the preceding normal business day.***
8. **Service Deposit:** The customer agrees to pay a non-refundable service deposit of \$350.00 for electric and \$50.00 for water. Property owners with a letter of credit from a previous utility provider *may* have the utility deposits waived. A customer may apply for a deposit payment agreement. If a residential customer is granted a deposit payment agreement, the customer agrees to pay ½ of the deposit at the time utility service is ordered, and up to \$100.00 per month thereafter until the deposit requirement is met. Commercial deposits will be based on the size of the business. Small commercial; \$450.00 for electric, \$150.00 for water. Large commercial; \$1,000.00 for electric, \$150.00 for water. Industrial; \$1,500.00 and up for electric, based on the estimated usage for a (2) month period, to be determined by City Council, water \$300.00 and up, based on estimated usage for a two (2) month period. If a commercial customer is granted a deposit payment agreement, the customer agrees to pay half (1/2) of the total deposit for both utilities at the time utility service is ordered, and monthly payment of \$100.00 until the total deposit paid. If no late fees have been incurred, according to the guidelines set-forth in the Nevada Revised Statutes, upon termination of service to this address the deposit will be applied to the last utility bill. Should the customer fail to comply with the deposit payment agreement, the utilities will be disconnected and forfeited any funds held for the last utility bill. ***Should the utilities be disconnected, the customer agrees to pay a disconnect fee of \$ 50.00 and a re-connect fee of \$ 75.00, any balance due on a deposit payment agreement, plus any outstanding utility balance in full, before re-connection of utilities.***
9. **Disputes:** In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due. If the protested of the payment is found by the Caliente Public Utility office to be incorrect, the Caliente Public Utility office shall credit a customer, or reimburse if no longer a Caliente Public Utility customer, that portion of the incorrect

billing plus any applicable late fees. The postmark for payments submitted by mail, and the date received by the Caliente Public Utility office for payments paid in person, shall apply in determining any late fee refund.

10. **Address for billing and notices:** The Caliente Public Utility office shall mail bills and any notice required under these Rules and Regulations to the last known mailing address provided to the Caliente Public Utility office by a customer. It is a customer's responsibility to notify the Public Utility office of any change or correction to the customer's mailing address. In no case diminish a customer's obligation to pay for service.
11. **Delinquent Accounts:** Payments made by mail and postmarked after the 20th of the month shall be considered delinquent and subject to a late fee that will be added to the month following the billing period. Payments made in person or through the mail slot shall be considered delinquent and subject to a late fee if not received at the Caliente Public Utility office during normal working hours on or before the 20th of the month following the billing period (If the 20th falls on a Saturday, Sunday, or a Holiday the bill must be received by the preceding normal work day.) Should the account become 40 days delinquent, the customer understands utilities will be disconnected. **If a rental property, the landlord will be notified and required to pay all past due amounts plus late fee.** Should the utilities be disconnected, the total on the account will be paid in full. A new meter deposit will be required, as covered on paragraph #8, and a \$75.00 re-connection fee, and a \$ 50.00 disconnect fee will be paid prior to re-connect of the utilities. Should the account be turned over to the collection process which includes, but is not limited to small claims court, collection agency, and/or a lien against the property, the customer agrees to pay the entire utility balance due plus any and all fee associated with the collection process including, but not limited to, collection fees, filling fees, court costs, interest, and attorney fees. If a new customer is receiving service under the previous customer's name, the previous customer is responsible for the full payment of all bills if the Caliente Public Utilities was not informed in writing by the previous customer of such a change being made.
12. **Returned Checks:** The Caliente Public Utility Shall attempt collection of any returned check dishonored by a customer's bank due to insufficient funds or other cause including "no account," by the fastest means possible. A service charge of twenty dollars (\$20.00) shall be imposed for each collection action taken by the Caliente Public Utility office, other than collection actions through court proceedings. Cost for the court proceedings shall be collected from the customer responsible for the dishonored check. Notice to a customer of a returned check may be accomplished in writing and/or in person. An unredeemed returned check shall cause a customer's account to become immediately delinquent and subject to penalties as provided herein. Returned checks and the applicable fee must be redeemed by cash payment, cashier check, or money order made payable to Caliente Public Utility. ***If Caliente Public Utilities receives two (2) returned checks within a one (1) year period, the account status will be changed to "cash only" for a period of one (1) year from the date of the last returned check.***
13. **Immediate Termination Due To Unsafe Conditions Caused by Customer:** If, in the sole opinion of the Caliente Public Utility, the continued supply of any utility service will create a safety hazard to the public, the customer, or Caliente Public Utility's personnel due to unsafe conditions caused by a customer's service entrance or a customer's distribution of facilities on the customer side of the point of delivery, the Caliente Public Utility shall have the right to terminate electric service to the customer without prior notice. In cases of other than life or death hazards, the Caliente Public Utility will attempt to notify the customer before termination of service.
14. **Termination for Unlawful Use of Service:** If the customer uses or obtains utility service provided by the Caliente Public Utility unlawfully, including but not limited to unauthorized interference (accessing water or electric meters is in violation of the city ordinances. You will cause damage to the meter and the customer or homeowner will be held financially liable), diversion, attempts to pilfer, or unauthorized reselling of utilities, the Caliente Public Utility office shall have the right to terminate service to the customer upon giving ten (10) days written notice to the customer indicating the Public Utility's intention to terminate utility service. If such act was in violation of the law, the matter will be turned over to the City Attorney for possible prosecution and a fee equal to the largest historical usage at the location will be charged for the period that the violation occurred.
15. **Termination for Nonpayment of Delinquent Accounts:** Pursuit to NRS 5.050; NRS 266.285 and NRS 108.290, if the customer fails to pay any bill for utilities after it becomes delinquent as specified in Section 11 of these Rules and Regulations the Caliente Public Utility shall have the right to terminate utilities to the customer after completing the following steps.
 - A) Caliente Public Utilities shall provide a written notice to all customers who have a 30 day past due balance. The notice will indicate the amount due plus late fees. The notice of delinquency shall request the customer make payment or respond in person or in writing within five (5) calendar days as to when payment of the amount owed shall be made. If a customer is granted payment arrangements, the payments must be made according to the schedule on the agreement or the service shall be subject to disconnection the following day without further notice. Payment arrangements for any customer shall be limited to once within an eighteen (18) month consecutive period of time. If the customer believes there is a bona fide dispute as to the charges on the bill, the customer shall, within ten (10) days, submit in writing to the City Clerk the reason why the bill is unpaid.

- B) If the customer does not respond to the Caliente Public Utility's written notice of delinquency within five (5) days by either (1) providing payment of the amount due plus late fees or (2) providing a response that demonstrates to the satisfaction of the Caliente Public Utility that the amount delinquent shall be paid to the Caliente Public Utility, or (3) providing a written response as to why there is a legitimate dispute regarding the bill, the Caliente Public Utility shall provide written notice to the customer indicating the Caliente Public Utility's intention to terminate utility service within five(5) calendar days.
- C) In the case of an undisputed bill, if payment of the amount due plus late fees is not received in the office of the Caliente Public Utility within five (5) calendar days after the notice of termination is sent to the customer's address, the Caliente Public Utilities will terminate utility service to the customer.
- D) In the event that the customer has a bona fide dispute regarding the bill designated as delinquent, the customer shall present any objections in writing to the City Clerk within ten (10) days of the receipt of the delinquency notice.
- E) A hearing within thirty (30) days before the Caliente City Council at which time the customer shall appear and present any objections and evidence before the City Council. In the event the City Council does not find in favor of the customer, the utilities shall be shut off five (5) calendar days after the Council's decision if balance is not paid in full.

16. Termination for Violation of Rules and Regulations: Other than for hazardous conditions, unlawful use of service, or nonpayment of delinquent accounts as described in previous Sections of these Rules and Regulations, the Caliente Public Utility shall have the right to terminate utilities to any customer for non-compliance with these Rules and Regulations five (5) days after notification that the customer is in violation of these Rules and Regulations.

17. Charges for Utility Services:

A) Electricity	.101 for each KWH used
B) Water	26.00
C) Sewer	25.00
D) Garbage	25.00
E) Electric Service Charge	3.00
F) Multi Species Charge	1.10
G) Fire Equipment Fund	2.00
H) Mosquito Control	2.00
I) Park Maintenance Fee	5.00
J) LCP Surcharge	
K) Universal Energy Charge	
L) Main Line Adder	6.97

18. Discontinuance of Service: it shall be the responsibility of the utility customer to notify the Caliente Public Office of the date of which they wish their utilities to be disconnected. If the Customer fails to give notice they will be held responsible for all charges to the premises until notification is given, even if they have vacated the premises the customer, by his signature below, acknowledges (1) receipt of a copy of the Caliente Public Utilities Rules and Regulations and (2) that the customer had read and understands all responsibilities listed, as well as the given charges which are listed. The customer also understands that should the customer fail to comply with the above responsibilities this shall be cause for the City of Caliente, Caliente Public Utilities to deny or cancel service and demand immediate payment of any outstanding amounts which are owed.

Applicants Signature

Date

Co-Applicants Signature

Date

Public Utilities Employee Signature

Date

City Clerk Signature

Date