

1 REGULATIONS GOVERNING CUSTOMER SERVICE

2

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15 **I. AUTHORITY FOR REGULATION**

16
17 These Customer Service Regulations are issued pursuant to authority delegated to the Director
18 by the Utility Code.
19

20 **II. DEFINITIONS**

21
22 The definitions below are in addition to the definitions set forth in Section 1.04.030 of the City Code
23 and the Utility Code and such definitions are fully incorporated by reference in these Customer
24 Service Regulations.
25

26 Account Holder: The person in whose name service is provided.
27

28 Rates: The amount imposed for a unit of service, for the delivery of service, for the
29 availability of service during a specified time period regardless of use, or for a combination of
30 the above. Unless otherwise excepted by statute, rate includes an amount subject to public
31 hearing under 30-3.5-104(1)(a), C.R.S. relating to electric service. The term does not include
32 fees or charges but a rate may be used to determine fees and charges.
33

34 Customer: The account holder, owner, or a person who benefits from service. A person
35 benefits from service if (i) the person is a tenant, (ii) the spouse or dependent of the person
36 lives on the premises, or (iii) the person, with the consent of the account holder, guarantees
37 payment of the Utility obligations.
38

39 Day: Unless otherwise specified, the term “day” shall mean a calendar day.
40

41 Fees: A charge related to service other than a rate. The term Fee is not to be construed as a
42 charge as that term is used in 40-3.5-104(1)(a), C.R.S. relating to electric service. Fee does
43 not include an amount billed directly by a utility that is under contract with Utilities.
44

45 Final Bill: The final bill that is issued after services have been voluntarily or involuntary

1 disconnected.

2
3 Holiday: A City-observed holiday as established by Council.

4
5 Identification Validation: A process through which the Utilities designated third party vendor
6 verifies the identity of an applicant by using their name and social security number or
7 individual taxpayer identification number.

8
9 Identification Verification Process: A process through which a specific customer is identified
10 using name, address, telephone number, social security number, date of birth, and government
11 issued driver's license or identification number.

12
13 Notice of Discontinuance: A written notice mailed by first-class mail to a customer providing
14 the intent to disconnect utility services for non-payment.

15
16 Property Manager: A person who leases, administers or manages real property and/or buildings
17 on a parcel of real property (collectively "property") on behalf of the legal owner of the
18 property.

19
20 Utility Provider: An organization that provides water, electric and/or natural gas to customers.

21 22 23 **III. APPLICATION FOR SERVICE**

24
25 Applicants for service may apply by contacting Utilities Customer Service office during normal
26 business hours. The applicant shall supply application information as required by Utilities, including,
27 but not limited to:

28
29 Required:

- 30
- 31 • Legal name of account holder
 - 32 • Date of birth / Federal Identification Number*
 - 33 • Social security number (SSN) or individual taxpayer identification number (ITIN)
 - 34 • Telephone number
 - 35 • Valid mailing address

36 Optional:

- 37 • Legal names of other occupants over 18 years of age
- 38 • Email address
- 39 • Name, address and telephone number of emergency contact
- 40 • Alternate telephone number

41 *Non-Residential

42
43 An Identification Validation will be conducted on all applicants to verify a match between the name
44 and SSN or ITIN. If an ITIN is provided, applicants must apply for service in-person and provide

1 two forms of identification; one form must be a government issued identification card with a photo,
2 such as a passport or driver’s license.

3
4 We are unable to provide same day service. We require 24 hour business day notice to start/stop
5 service and Utilities will make connections during normal business hours. Where facilities are in
6 place to serve the customer, Utilities will make reasonable efforts to connect the customer’s service
7 within 3 business days of an approved request for service.

8
9 Billings, notices, and other correspondence will be addressed to the account holder. Bills will be
10 mailed/emailed to the address specified by the account holder. All persons authorized to receive
11 information on the account must go through the Identification Verification Process when calling,
12 sending an email inquiry or visiting the Customer Service office.

13
14 Non-residential customers may be required to sign a contract containing such provisions and
15 conditions as may be necessary or desirable to address particular issues not otherwise covered in this
16 Utility Code and to protect the interests of both Utilities and the customer.

17
18 **When Service Shall Be Denied:**

19 A customer, previous customer, or recipient of benefit of service who has a delinquent utility account
20 must satisfy that account in full before a new application for service will be considered. All current
21 charges must be paid in full by a payment in cash, credit card or certified funds prior to an account
22 holder opening up service at another location served by Utilities.

23
24
25 **IV. DEPOSITS**

26
27 Subject to the criteria set forth below, a deposit for service may be required from either an existing or
28 new customer (residential and non-residential unless otherwise specified.) The initial service deposit
29 must be paid before services are rendered.

30
31 **Criteria for Initial Service Deposits (Residential)**

32 The amount of the initial service deposit will be determined as set forth in the fee schedule adopted
33 and approved by Council. Unless diversion or fraud is identified by Utilities, the deposit requirements
34 will be waived if any of the following criteria is met:

- 35
36
 - Payment history in good standing with Utilities or written verification received directly from
37 previous utility provider; or
 - Satisfactory credit evaluation, using a third party vendor designated by Utilities. If customer
38 elects to run a credit evaluation by Utilities, the customer agrees that only one is run per
39 household and they waive the ability to use payment history to determine deposit
40 requirements.

41
42
43 Payment history is considered to be in good standing if the following criteria are met:

- 44
 - A new, active or prior customer who has not had more than two discontinuance/late notices

1 and no collection activities in the immediately preceding twelve months; **AND**

- 2 • Has no unpaid balances, liens, diversions or collection activities in the most recent preceding
3 36 months with Fountain Utilities.

4
5 The credit evaluation considers data which may include credit information, consumer information,
6 credit scoring services and/or fraud detection provided by national credit reporting agencies. The
7 Utilities designated third party vendor will issue a satisfactory credit evaluation for customers whose
8 risk score is 0% - 10%, and whose credit evaluation does not reflect a bankruptcy within the last 10
9 years. Risk scores above 10% will require a deposit. Additional deposits of double the initial deposit
10 may be required based upon the results of a credit evaluation where the third party credit vendor
11 recommends a double deposit.

12 13 Criteria for Initial Service Deposits (Non-Residential)

14 The amount or calculation of the initial service deposit will be determined as set forth in the fee
15 schedule adopted and approved by Council. Unless diversion or fraud has been identified by Utilities,
16 the deposit requirements will be waived if any of the following criterion is met:

- 17
18 • Payment history in business name in good standing for the last 12 months with Utilities or
19 written verification of good standing is received directly by Utilities from the previous utility
20 provider; or
- 21 • Surety Bond in a form approved by Utilities and in the amount of an estimated ninety days bill
22 provided in the name of business; or
- 23 • A minimum of 3 business references acceptable to Utilities are provided and dated within the
24 last 12 months, including a minimum of one reference from a financial institution, and the
25 results of the reference checks are satisfactory to Utilities.

26
27 Upon 10 days written notice, an additional deposit may be required from a new or returning customer
28 whose initial deposit is found to be inadequate based on the actual consumption of water and
29 electricity of the customer. The amount of the additional customer deposit will be determined as set
30 forth in the fee schedule adopted and approved by Council.

31 32 Supplemental Deposits

33 Upon 10 days written notice, a supplemental deposit may be required from a current customer whose
34 initial deposit has been refunded or is found to be inadequate. The amount of the supplemental
35 deposit will be determined as set forth in the fee schedule adopted and approved by Council and will
36 include any deposit currently on file, as applicable, as part of the calculation. Deposits will be
37 rounded to the nearest dollar.

38
39 Utilities shall require supplemental deposits from customers who meet any of the following:

- 40
41 • A customer who has been disconnected for non-payment more than twice in a 12- month
42 period
- 43 • More than 2 dishonored payments are posted to the customer account in the most recent 12-
44 month period

- Diversion of utility services or fraud

The supplemental deposit shall be paid with cash, credit card or certified funds on the due date stated on the written notice, or at the discretion of Utilities, be paid via a payment arrangement. If the supplemental deposit is not paid, Utilities reserves the right to disconnect service. Service shall not be disconnected until written notice is provided to the customer prior to disconnection.

Record of Deposit

Utilities will maintain a record of all deposits indicating:

- The name and address of the account holder
- The amount and date of the deposit
- Each transaction concerning the deposit

Deposit Refunds

A deposit shall be credited to the account holder after a 24-month period of satisfactory payments. Satisfactory payments when considering deposit refunds means:

- No dishonored payments within previous 24-month period; and
- No more than 2 disconnections in the previous 24-month period; and
- No discontinuance notices within the previous 12-month period; or
- No diversion or fraud relating to utility service

The records of a customer not eligible for a deposit credit on the second deposit anniversary date will be reviewed annually thereafter to determine refund eligibility.

Upon discontinuance of service, the deposit less any unpaid billing shall be reimbursed to the account holder if the remaining deposit balance is greater than \$5.00. Unless the account holder specifically requests the return of a deposit balance less than \$5.00 within 30 days of the final bill, the balance will be deposited into the Utilities payment assistance program.

Interest on Deposits

Utilities will not pay interest on deposits.

Unclaimed Deposits

A deposit shall be considered unclaimed and presumed abandoned if any of the following criterion is met:

1. A refund of a utility deposit which has been issued by check by Utilities and mailed to the account holder at the account holder's last known address according to the records of Utilities, and if the mail is deemed undeliverable by the United States Post Office to the addressee and is returned to Utilities.

1 2. A check for a refund of a deposit not presented for payment within 6 months after the date on
2 the check, which shall be deemed void.

3
4 3. A deposit which remains unclaimed by the account holder more than one year after
5 discontinuance of services for which the deposit was made.

6
7 Once a deposit is considered unclaimed or forfeited, the funds will be deposited into a Utilities
8 payment assistance program.

9 10 V. BILLING INFORMATION

11
12 Utilities will attempt to read meters at monthly intervals on dates designated by Utilities, except for
13 cases where more frequent billing is required for security of payment reasons as directed by the
14 Customer Service Manager. Unless more frequent billing is required, customers shall be billed on a
15 monthly basis according to the appropriate rate for service received during the billing period. The
16 term “month” for billing purposes means the period between two consecutive regular readings by
17 Utilities of meters at the customer’s premises, such readings to be taken as nearly as practicable every
18 30 days, except for final bills.

19 20 Payment Terms

21 Bills will be payable when rendered and will be considered past-due the day following the due date
22 stated on the bill. Bills will be mailed/emailed, as requested, to the address specified by the account
23 holder. Failure to receive a bill will not release the customer from obligation for payment. If payment
24 is not received by 5:00pm on the fifth day following the due date listed on the bill, a late fee will be
25 assessed.

26
27 A duplicate bill will be provided upon request. In the event a billing error occurs, Utilities shall make
28 an adjustment and refund any overcharge without interest and shall have the right to collect the
29 amount of any undercharge without interest, provided said adjustment period shall not exceed 12
30 months from the discovery of the error.

31
32 Charges for all services provided by Utilities to a particular customer, including, where applicable,
33 electric (including street or yard lighting), water, and wastewater, may be set forth on one combined
34 bill. Once an amount is past due, future bills will not reflect a breakdown of such past due amount
35 between each respective service.

36 37 Pro-rated Monthly Base Rate Charge for Water Service

38 Water service shall prorate based on the number of days being billed to the customer. The
39 consumption by tier/block will be divided by 30 days for the month, and multiplied by the number of
40 days in the billing cycle/final. As each tier/block is calculated based on the scheduled consumption,
41 the amount will be subtracted from the total consumption usage to be billed, until the amount is less
42 than the calculated tier/block consumption calculated maximum.

43 44 Estimated Billing

1 When Utilities is unable to read a meter using normal meter-reading procedures, an estimated reading
2 will be calculated and billed based on best information available to Utilities. When a meter reading is
3 obtained, the customer's monthly bill will be adjusted and billed accordingly, taking into account the
4 over, or under, usage previously calculated on the estimated bill.

5 6 Final Bills

7 The final bill will be computed and mailed within 30 days of the last meter reading.
8

9 Dishonored Payments

10 Any payment received by Utilities in payment of a customer's bill that is subsequently returned
11 without being honored will constitute non-payment of the amount due. Customer is subject to all
12 applicable fees for dishonored payments set forth in the fee schedule adopted by Council.
13

14 A dishonored payment of an amount due pursuant to a pending notice of discontinuance justifies
15 disconnection of service without additional notice. If service is restored upon receiving a payment
16 that is later determined to be dishonored, Utilities may immediately disconnect service without
17 additional notice.
18

19 In the event Utilities receives 2 dishonored payments in a 12-month period, a notice will be issued to
20 the account holder, requiring all future payments to be made in cash or certified funds. Non-
21 compliance with this requirement shall be cause for disconnection of service.
22

23 Payment Arrangements

24 Except for reasons other than diversion or fraud, if an account holder is unable to pay their utility bill
25 in full (past and current due) Utilities will consider offering a payment arrangement in an amount not
26 to exceed \$750, provided the customer meets the eligibility requirements set forth below. Balances in
27 excess of \$750, or 90 days past-due, must be paid prior to entering into a payment arrangement. An
28 account holder is not released from paying utility charges, including late fees, which accrue on the
29 account during the payment arrangement period. The account holder may be referred to other
30 community resources for additional assistance.
31

32 To be eligible for a payment arrangement, an account holder must meet all of the following:

- 33 • Must not have entered into a payment arrangement more than once per calendar quarter
- 34 • Must not have been disconnected more than once in the previous 12-month period
- 35 • Must make the request during normal business hours, but no later than the payment due date
- 36 • Must not have defaulted on a previous payment arrangement in the previous 12-month period
37

38 Payment arrangements must be made with respect to any and all of the following amounts due at the
39 time the request is made. The arrangement amount shall include:

- 40 • The balance of the account
- 41 • Any fees required by the Utilities fee schedule approved by Council
- 42 • First installment shall be due within 10 business days
43

1 Payment arrangements will be agreed upon by the customer and Utilities, and will ensure the balance
2 due is paid in full within 30 days. Extenuating circumstances may exist and Utilities may consider,
3 for good cause, extending the payment arrangement period up to a total of 90 days, upon approval
4 from the Customer Service Manager or designee. Payment arrangement requests shall not extend
5 past a 90-day period.

6
7 Utilities will require the customer to sign a payment arrangement agreement unless the installment
8 period does not exceed 7 days from the due date listed on the notice of discontinuance.

9
10 Exceptions to Payment Arrangement

11 Utilities reserves the right to deny a payment arrangement request if the customer has never
12 made a payment or has not made a payment within 60 days. The Customer Service Manager or
13 designee may make exceptions for good cause, provided that a payment acceptable to Utilities
14 is collected at the time of the payment arrangement request, and the arrangement is granted for
15 no more than 30 days from the date of the request.

16
17 Diversion

18 A payment arrangement will not be offered if Utilities discovers that diversion of services or
19 fraud has occurred on the account within the past 60 months.

20
21 Default on Payment Arrangements

22 Notwithstanding anything to the contrary, service may immediately be discontinued without
23 additional notice should a customer default on the existing payment arrangement, and Utilities
24 may require a supplemental deposit that is due before restoring service.

25
26 Budget Bill Plan

27 City of Fountain offers a Budget Bill Plan to residential account holders, providing convenient set
28 monthly payments for utility services. Account holders may enroll in the program at any time during
29 the year.

30
31 To be eligible to participate in the plan the account holder must meet the following criteria:

- 32 1. Have an account in current standing, with no termination notices and/or no discontinuance of
33 service within the last 12 months
- 34 2. Have 12 months billing history with City of Fountain
- 35 3. Be set up for automatic ACH payments. *This may be set up at time of enrollment*

36
37 Budget Bill Calculation

38 A residential account holder enrolled in the Budget Bill Plan shall pay a monthly amount equal to
39 a minimum of a customer's historic average bill over the most recent 12-month period, plus an
40 adjustment percentage of 5% to account for rate changes, weather variations and changes in usage
41 patterns that may occur throughout the year.

1 The Budget Bill Plan monthly payment calculation shall be paid for the following 11 successive
2 months with the final (or twelfth) month's payment being a settlement amount equal to the
3 difference between the total payments made and the actual billing for the 12-month period.
4

- 5 1. If a credit balance exists, any amount over \$100.00 will be returned to the customer via a
6 physical check, sent to the mailing address on file. Any amount under \$100.00 will be
7 applied to the account.
- 8 2. If the settlement (or true-up) amount is a balance owed by the account holder, it shall be
9 due and payable by the due date indicated on the bill for the settlement month.

10
11
12 City of Fountain reserves the right to review customer accounts that are enrolled in the Budget
13 Bill Plan to evaluate the continued accuracy of the monthly payment calculations. If it is
14 determined that the monthly amount is inadequate, based on any rate changes, weather variations
15 and/or changes in usage patterns, the monthly amount may be adjusted, at the option of the city.
16

17 No interest shall be paid on any amount collected in excess of the actual amount billed.
18

19 Budget Bill Plan Termination

20 If service is terminated for any reason to an account holder on a budget billing plan, the account
21 holder shall be removed from the plan and the entire outstanding amount of the account shall be
22 due and payable. If an account holder is removed from the budget billing plan, the account holder
23 shall not be eligible to participate in the program again for a minimum period of 12 months.
24

25 The account holder may elect to terminate the budget billing plan at any time by notifying the
26 City of Fountain Customer Service Department in person, by telephone or by email and by paying
27 in full the entire balance of the account based on actual usage. If the customer has a credit
28 balance, City of Fountain will apply the credit balance to future billings.
29

30 The bill under the plan will indicate, for information purposes only, the billed amount in the
31 current billing period, and the amount that would be charged under the current rates for the billed
32 amount. However, the customer's obligation will be to pay no less than the amount denominated
33 "Budget Bill Amount."
34

35 An account holder may be removed from the Budget Bill Plan if a payment is not made by the
36 indicated due date listed on their monthly bill and/or any payment is returned unpaid by the
37 customer's financial institution.
38
39

40 VI. DISCONNECTIONS AND RECONNECTIONS

41 Voluntary Disconnection of Service

42 Utilities will make all disconnections and reconnections during normal business hours.
43
44

1 In order to allow sufficient time for final meter reading and disconnection or transfer of service, a
2 customer wishing to disconnect service shall give a minimum 3 business days' notice to Utilities to that
3 effect, unless otherwise specified in the applicable rate schedule or contract. Customers must provide
4 a forwarding mailing address.

5
6 The customer will be liable for applicable charges and fees until services are terminated and a final
7 reading of the meter(s) occurs. Notice of discontinuance of service by the customer will not relieve the
8 customer from any minimum or guaranteed payment under any contract or rate schedule.

9
10 Voluntary Suspension of Water Service

11 A residential account holder may request a voluntary disconnect of water service, by contacting the
12 Customer Service office, at a specific address once in a 12-month period, for no more than 4 months.
13 In the event that a customer elects to voluntarily disconnect water services, the customer will be billed
14 monthly for the Water Inactive Account Customer Charge as stated in the fee schedule adopted by
15 Council. If services are requested to be disconnected longer than a 4-month period, the account holder
16 must pay all applicable charges according to the rate and fee schedules adopted by Council.

17
18 If services are requested to be restored, the premise is subject to inspection by Utilities prior to
19 reconnection. If it is determined that repairs are needed to the property owner's service line prior to
20 Utilities restoring service, the property owner will be responsible for making such repairs at their
21 expense prior to services being re-established. The property owner will be liable for all applicable
22 charges and fees when service is restored.

23
24 In the event the service structure on the property has been demolished, Utilities will waive the Water
25 Inactive Account Customer Charge until utility service is re-established for a period of up to 60 months,
26 at which time the property owner will be responsible for paying capital improvement charges when
27 service is requested to be restored at property. The property owner is responsible for applicable charges
28 from time of property purchase.

29
30 Involuntary Disconnection of Service

31 Utilities may involuntarily disconnect service for any of the following reasons:

- 32
33 I. Nonpayment of charges, deposits or fees
34 II. Deception
35 III. Fraud or subterfuge
36 IV. Service diversion
37 V. Equipment tampering
38 VI. Safety violations or concerns
39 VII. Emergencies
40 VIII. Disconnection ordered by any appropriate governmental authority
41 IX. Properly disconnected service being restored by someone other than Utilities when the
42 original cause for disconnection has not been cured.
43 X. Violations of the Utility Code and its implementing customer service, electric and water
44 regulations.

1
2 In cases of disconnection for I, service shall not be disconnected until written notice is provided to the
3 customer. Written notice shall be mailed by first-class mail or delivered at least 5 calendar days in
4 advance of the proposed disconnection date, advising the customer in particular the amount past due
5 and the date by which the same shall be paid in order to avoid disconnection. For the purposes of this
6 section, “amount past due” shall refer to any sum due for or charge related to services provided by
7 Utilities, as well as deposits, or other fees. With regard to a combined bill, one notice of discontinuance
8 may be used for all services provided.

9
10 In cases of disconnection for I, during the period of October 15th through April 15th, electric service
11 shall not be disconnected on days the National Weather Service, through the National Oceanic and
12 Atmospheric Administration website (www.weather.gov), forecasts the local temperature to be a high
13 of 32° or below. Additionally, no disconnections will be made on a Friday if the temperature for the
14 weekend is the same forecast mentioned above. Utilities is under no obligation to reconnect services to
15 a customer whose services were previously disconnected for non-payment.

16
17 When immediate disconnection action is taken as a result of (II) through (X) above, Utilities is not
18 required to provide advance notice prior to disconnection. However, notice of disconnection and the
19 reason therefor will be provided to the customer as soon as reasonably practicable after the service is
20 disconnected.

21
22 Service disconnections for I above will occur during 8:00 A.M. and 6:00 P.M. Monday through Friday,
23 except holidays. Service disconnection for any other reason may occur at any time.

24
25 Service shall not be discontinued if the residential customer is in compliance with the “Medical
26 Necessity” provision of the Utility Code.

27
28 Reconnections

29 Where service has been disconnected for I above, service will be restored within 3 business days
30 (unless extenuating circumstances prevent restoration) after the customer pays in full: (i) all amounts
31 past due, (ii) any deposit, collection, reconnection and/or late fees, and any applicable fees as required
32 by the fee schedule.

33
34 Utilities will make all reconnections during normal business hours, Monday through Friday, except
35 holidays. Utilities may, at its sole discretion, reconnect services outside these hours

36
37 Where a service has been disconnected for reasons other than non-payment, service will be restored
38 within 3 business days (unless extenuating circumstances prevent restoration) after the customer pays
39 any applicable fees, as may be required in the event of disconnection, and notifies Utilities and
40 Utilities confirms that the cause for disconnection, if other than non-payment, has been cured.

41
42
43 **VII. CUSTOMER COMMUNICATION**

1 Customer Service Representatives

2 Utilities Customer Service staff is available to meet the needs of customers during normal business
3 hours. The representative must give his/her first name, whether communication is in person or by
4 telephone.

5
6 Notice Requirements

7 Utilities can provide notice to customers in the following forms:

8
9 Written Notice

10 Written notice may be mailed by first-class mail or delivered in-person for matters related to
11 utility service.

12
13 Telephone Notice

14 Utilities can also attempt to contact customers via the telephone number on record for matters
15 relating to utility service.

16
17 Multi-Unit Dwellings Notice

18 In situations involving residents in multi-unit dwellings, or a cluster of dwellings, known by
19 Utilities to exist, where utility service recorded on a single meter is used directly or indirectly by
20 more than one dwelling unit, Utilities shall do the following in order to disconnect service or
21 provide notice of a matter relating to utility service:

- 22 a. Issue notice as required to the account holder, and, as a matter of courtesy;
- 23 b. Use reasonable efforts to provide notice to each individual dwelling unit within the
24 multi-unit dwelling advising that a notice of discontinuance has been sent to the party
25 responsible for the electric and/or water bills for the dwelling, the date upon which
26 termination will become effective; and
- 27 c. To the extent possible, post a copy of said notice in at least one of the common areas of
28 the multi-unit dwelling.

29
30 Third Party Notice

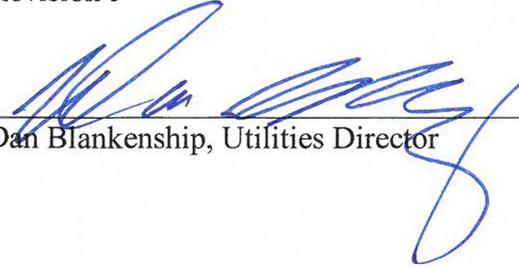
31 Utilities offers a Third Party Notification service which provides notice of discontinuance to designated
32 third parties. A customer may, if designating an associate account holder, instruct Utilities to provide
33 a copy of the aforesaid notice to the designated associate account holder.

34
35 In the event the customer previously executed a third party notification form, indicating a third party
36 to whom notices are to be sent, written notice shall also be mailed by first-class mail or delivered at
37 least 5 calendar days in advance of the proposed discontinuance date to said third party.

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Document Management

Revision 5



Dan Blankenship, Utilities Director

3/11/21

Date