



Utility Application Instructions

Attention Utility Applicant,

Below are the following documents that are required to establish utility service with the City of Commerce. Please be sure to fill out all documents completely to ensure timely processing.

- Application for Utility Service
- Customer Service Policies & Procedures (for review/your records only)
- Lease Agreement
 - If renting/leasing this form needs to be completed by the Land Lord or property manager.
- We will also need a copy of the applicant's/agents driver's license or state issued picture identification. (I.D. cannot be faxed)
- Utility deposits for residential customers may be waived, at the discretion of the City of Commerce, if a letter of credit from a utility company can be provided. The letter should state that the applicants account was in good standing with no disconnects or returned checks for the past 24 month period.
- If the location being applied for is within the city limits, authorization from the city building inspector will be required. After applying for service, and payments are made, the applicant must contact the inspector's office at 706-336-3293 or 706-335-4200 for an inspection appointment

After sending your application and all needed documents, contact us to pay deposits and service fees. Please be aware there is a \$4.50 convenience fee for debit/credit card payments made.

The application, letters of credit, and any other communications mentioned can be faxed to 706-335-6879 or emailed to lyna@commercega.org.

The City of Commerce looks forward to servicing your utility needs.

For Further Assistance Call ~ 706-335-3164



APPLICATION FOR UTILITY SERVICE

Account #: _____ Date Service Requested: _____

Name: _____

Service Address: _____

Billing Address: _____

Email Address: _____ E-Billing: Yes _____ No _____

Phone #: _____ Phone #: _____

Social Security #: _____ Driver's License #: _____

Owner: _____ Renter: _____ New Service: _____ Temp. Power: _____

Previous Address: _____ How Long? _____

Employer: _____

Employer Address/Phone #: _____

Spouse: _____ S.S. # _____

Spouse's Employer: _____

Employer Address/Phone #: _____

Nearest Relative-Name, Address & Phone #: _____

Have you ever received services from The City of Commerce? If so, when & where? _____

Although the city may not choose to do so, the city retains the right to access your credit history in making credit decisions concerning your required deposits, if any. Any cost in collecting any delinquent amounts will be "in addition to" all other charges & amounts. Signing below will indicate that the applicant agrees to and has received a copy of the "Customer Service Policies & Procedures" document.

Applicant Signature

Date

FOR OFFICIAL USE ONLY

Inside City: Yes _____ No _____ Curbside Pick-up # of Carts: Trash _____ Recycle _____

Deposits: Water _____ Electric _____ Gas _____ Service Fee: _____

Tap Fee: Water _____ Sewer _____ Gas _____ Temp Power _____ Underground _____ Overhead _____

Total Due: _____ Date Paid: _____ Cashier/Receipt #: _____

Letter of Credit Agency: _____ Work Order Date: _____

City Representative Signature

Date

**CITY OF COMMERCE APPLICATION FOR UTILITY SERVICES
TERMS AND CONDITIONS**

Service Address _____

Customer _____

PAYMENTS

The Customer is responsible for timely payment of the utility bill. If the account becomes delinquent, the Customer will be subject to additional late fees and/or reconnection fees. The Customer will also be liable for any collection fees and/or legal fees incurred by the City of Commerce for collection of utility payments.

SECURITY DEPOSIT

The City will refund security deposits following discontinuance of service. When service is discontinued, the amount of the deposit, without interest, will be credited on the final bill to the customer. The excess, if any, shall be paid to the customer's forwarding address or to the last known mailing address.

Deposits on delinquent accounts shall be used to liquidate delinquent utility bills.

TERMINATION OF SERVICE

Utility service may be disconnected by the City of Commerce for any of the following reasons:

- Customer request for disconnection
- Emergencies, repairs and maintenance
- Unauthorized use, tampering
- Unsafe conditions; and
- Non-payment

Disconnection will occur at the measuring device by means of valves, insulating boots, locks and/or the removal of the measuring device to terminate the service to the premise.

Non-Payment Customers are subject to disconnection of service for any of the following reasons:

- Failure to pay or make deferred payment arrangements acceptable to the City
- Failure to comply with deferred payment arrangement
- Failure to pay required initial deposit
- Failure to pay as a result of returned check/insufficient funds or third party arrangements.

Every attempt should be made to work with the customer to avoid service disconnection. The Finance Department is authorized to make reasonable payment arrangements and/or provide information on payment assistance programs.

REASONABLE ACCESS

The Customer agrees to provide safe, unobstructed access at all times to all utility lines, equipment and meters on the property. Structures or equipment may not be placed over utility lines, equipment and meters. Shrubs, bushes and/or undergrowth will be kept clear of underground utility lines, equipment and meters and precautions will be taken not to plant shrubs or trees that will eventually interfere with overhead lines. Debris or rubbish will be kept clear of utility lines, equipment and meters. Pets should be fenced/restrained a safe distance from meters.

UTILITY LINES/PIPING/METERING EQUIPMENT

Ownership

All meters, service lines, poles, transformers, outdoor lights, or other equipment associated with establishing utility service to the Customer premise are the property of the City of Commerce. Lines and equipment after/beyond/downstream of the utility meter is the property and responsibility of the homeowner. Sewer lines, from the house to the road right of way, are the property and responsibility of the homeowner.

Customer Buried Gas Pipes

Any and all gas pipe downstream of the gas meter belongs to you, the gas consumer. The gas consumer is responsible for maintenance and operation of this portion of the fuel line system. The City of Commerce does not own the gas line beyond the gas meter; therefore, we do not routinely maintain or locate fuel lines. All buried gas piping should be, periodically inspected for leaks and periodically inspected for corrosion (if piping is metallic). If any of unsafe condition is discovered, the piping should be repaired, replaced or shut off immediately. Commercial plumbers and/or heating contractors may be contacted if and when gas fuel lines need attention. Buried gas piping should be located and marked in advance before any excavating is performed near the pipe. Excavating near the buried gas pipes should be done by hand.

Digging or Excavation Along Right-Of-Way and Around Utility Lines

The Customer will take reasonable precautions to protect the City's utility property/equipment. Before doing any excavations or major outside construction, they will call the Utilities Protection Center (phone 811). Excavating near underground utilities should be done by hand. The City of Commerce reserves the right to charge for necessary repairs or replacement of utility property/equipment damaged or loss due to negligence.

TAMPERING

Unauthorized use, misuse, or tampering will result in disconnection of service immediately. The offender may be subject to prosecution. Estimates of usage and damage shall be billed.

Flagrant unauthorized use or tampering may also result in the removal of utility service lines and measuring device from the premises. Reconnection would be subject to all back payments, damages, penalties, and reconnect fees.

Customer Signature _____ Date _____



**LEASE AGREEMENT FORM
(706-335-6879) FAX NUMBER**

DATE _____

SERVICE ADDRESS _____

RESIDENTIAL LEASE:

LIST ALL ADULTS RESIDING IN THE BUILDING:

COMMERCIAL LEASE:

NAME OF BUSINESS TO BE OPERATING IN THE LOCATION:

DATE OF OCCUPANCY _____

SIGNATURE OF PROPERTY OWNER:



1. PREFACE

The City of Commerce is a municipal utility provider in the state of Georgia offering electric, water, sewer, gas, and other utility or paid services to our citizens and surrounding areas. This Customer Service Policy and Procedure Manual encompasses all utilities and applies to any applicant or current customer in accordance with the Commerce City Charter, City Ordinances, and Georgia State law. Customers are subject to, and required to comply with, the policies and procedures for each service received from the City of Commerce.

It shall be the policy of the City of Commerce to endeavor to provide utility services without discrimination and in accordance with sound business principles; that rates will be reasonably uniform for all customers within classifications; and that aesthetic and environmental effects of its activities will be considered in conjunction with utilization of its resources while providing utility services.

These policies and procedures are intended to provide guidance to City of Commerce Customers and to City of Commerce staff to achieve the common goal of efficient and safe utility service. City of Commerce personnel are available for advice and consultation related to utility services.



A. Conditions of Service

Rate schedules are applied based on usage and will vary according to utility and classification. In addition, taxes, fees, base charges, and any regulatory charges may apply. Customers are subject to, and required to comply with the policies and procedures for each service received from the City of Commerce.

The customer is responsible to furnish, own, and maintain all materials and facilities required to distribute beyond the point of delivery to points of use on the property. City owned facilities located beyond the point of delivery shall be maintained by the City of Commerce.

The customer will secure the necessary permits from the governmental agency having jurisdiction thereof and pay the costs of installing and maintaining utility materials and equipment necessary to accept City of Commerce services. The customer shall comply with all codes and regulatory requirements set forth by the governmental agency having jurisdiction, including but not limited to, the National Electric Code (NEC) and the National Electric Safety Code (NESC). The customer shall not have any conditions on the property or structure that cause the City of Commerce to be out of compliance with the applicable safety standards or policies.

The City of Commerce shall not be responsible for loss or damage to life or property resulting from non-City of Commerce owned installed or maintained facilities on, adjacent to, or connected to City facilities, and the customer shall assume all liability therefor.

Customer, applicant, or any member of the household or premise being served with utilities from the City of Commerce must pay all monies due by them for any reason to the City of Commerce prior to service connection. The City of Commerce reserves the right to deny new service until all monies owed are paid in full. The City of Commerce reserves the right to terminate any service if evidence is discovered that any of the aforementioned parties owed a debt to the City of Commerce that was not resolved at the time of service connection.

The City of Commerce does not provide utility service in the absence of a person or legal entity accepting billing responsibility. In the event of a deceased customer, responsibility for billing must be assumed by the estate, an individual, or a personal representative within 30 days of the death of the customer.

If a metered service shows no usage for 180 days, the City of Commerce may remove the meter, service, and related equipment.

Any and all gas pipe downstream of the gas meter belongs to you, the gas consumer. The gas consumer is responsible for maintenance and operation of this portion of the fuel line system. The City of Commerce does not own the gas line beyond the gas meter; therefore, we do not routinely maintain or locate fuel lines. All buried gas piping should be, periodically inspected for leaks and



periodically inspected for corrosion (if piping is metallic). If any of unsafe condition is discovered, the piping should be repaired, replaced or shut off immediately. Commercial plumbers and/or heating contractors may be contacted if and when gas fuel lines need attention. Buried gas piping should be located and marked in advance before any excavating is performed near the pipe. Excavating near the buried gas pipes should be done by hand.

B. Application for Service

The “application for service” is a request for service only and does not, in itself, constitute a contract until the City of Commerce actually delivers or is ready to deliver utility service to the customer.

Applications for service shall be made a minimum of one business day in advance of desired connection date. Acceptance of service, with or without a written application, shall be subject to compliance with all of the City of Commerce policies and procedures as well as applicable codes and inspection criteria.

An application for service must include all required information and be submitted in a form acceptable to the City of Commerce under the particular circumstances. Requests from persons other than the applicant will not be accepted unless a notarized letter of authorization or notarized power of attorney, signed by the applicant, in a form acceptable to the City of Commerce, is on file. In the absence of an approved application, pre-existing services at a property may be disconnected.

Applicants for utility service shall provide the City of Commerce with the following minimum information at the time the account is opened:

- Legal name of applicant
- Mailing address
- Phone numbers
- Social Security or Federal Tax ID number
- Driver license number
- Service address as assigned by City
- Previous address
- Employment information
- Spousal or other adult occupants information
- Name, address, and phone number of the nearest relative or other person not residing at the same address
- Prior services provided by the City of Commerce
- Date requested for service
- Signed terms & conditions



- Lease agreement (if applicable)

Where two or more persons join in one application or contract for utility service, such persons shall be jointly and severally liable and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not the utility received a joint application, where two or more adults are living in the same residence, they shall be jointly and severally liable for the bill for utility service supplied.

C. **New Customer or Change of Service**

A customer shall be responsible for all billable services, effective the date the City of Commerce is requested to start service or the date of occupancy, whichever occurs first.

The customer will be liable for services rendered and for charges at the service location through the time that the City of Commerce disconnects the utility and closes the account. A non-refundable service fee will be assessed whenever a customer establishes, transfers, or reactivates service. In the event of a customer transferring service from one location to another, a new application must be completed and a non-refundable service fee will be assessed. Service at the new location will be discontinued if payment from the prior service location is not made.

The City of Commerce connects or disconnects services on business days. Customers requesting after business hours connections will be charged at rates according to the schedule of charges.

When orders for new, individually metered, single, multifamily or nonresidential units are processed, the City of Commerce may elect to install any or all meters as "active" in the owner's name, or to install any or all meters as "inactive." Shared-meters will be installed in the property owner's name. Billing for minimum charges will commence the date an active meter is installed. Billing alternatives for shared-meters are:

- Property owner or customer pays a licensed contractor to reconfigure facilities to meter each unit separately, in accordance with City of Commerce Policy, and receive approval from the appropriate inspector designated by the City of Commerce.
- Property owner assumes all billing responsibility for the shared-meters.
- Non-property owner assumes billing responsibility with mandatory, up-front security deposit to be held in accordance with the policy listed under section E.

D. **Release of Information**

1. Collection of Information



Information collected and used by the City of Commerce to conduct utility business is subject to the Georgia Sunshine Laws and the Georgia Open Records Act. Certain personally identifiable information about utility customers of the municipal utility may qualify for exemption under the law, but the City of Commerce neither pledges nor guarantees confidentiality of customer information which is subject to disclosure in accordance with Georgia or federal laws.

2. Custodian of Records

The City of Commerce designates its City Clerk, or designated alternate, as the custodian of its public records. Any requests for information should be made to, and will be reviewed by, the City Clerk or designated alternate. Upon review, the information will be submitted or denied according to the applicable state and federal law.

3. Customer Account Information

Disclosure of specific account information is made in accordance with customer consent or in the absence of customer consent, disclosure may occur pursuant to a court order, or if the disclosure is otherwise in accordance with federal or state law. The City will require customers to verify account number, primary account holder, and the billing address before releasing utility information over the phone. The City of Commerce may make customer records available to third party credit agencies on a regular basis in connection with the establishment and management of customer accounts, or in the event such accounts are delinquent.

4. Requests for Inspection of Records and Furnishing Copies

Upon approval of an open records request, the custodian, or City of Commerce employee designated by the custodian will furnish proper and reasonable opportunities for any person desiring to inspect, examine and copy the public records in the offices of the City of Commerce, during the usual business hours.

The custodian may adopt reasonable rules necessary for the protection of the records and to prevent interference with the regular discharge of duties of the custodian in accordance with all applicable laws.

5. Denial in Whole or in Part

The custodian will deny, grant or deny in part, or grant in part a request to inspect or receive a copy of a public record within the time frame established by law. Any denial of a request to inspect or receive a copy of a public record shall be based upon any laws that exempt such public records from disclosure.



6. Search Fees and Costs

The City of Commerce will establish search fees reasonably calculated to reimburse the City for its actual costs in making such records available including costs for summarizing, compiling or tailoring such records, either in organization or media, to meet the request. All fees and costs will be in accordance to the applicable local, state, or federal laws.

E. Security Deposit

1. Deposit Requirements

The City of Commerce requires a security deposit when there is concern for financial risk on a new or existing account. The security deposit requirements may be satisfied with either a monetary deposit or letter of credit showing twenty-four (24) consecutive months of payment history in good standing. The amount of the deposit for residential customers varies by utility and will be charged at rates according to the schedule of charges. Rates are subject to change and are periodically reviewed to ensure the mitigation of risk.

Utility customers appearing on the cut-off list two (2) months within the past twelve (12) months will be required to submit deposits if none are on file.

2. Deposit Refunds

Where the customer has received utilities at the same location for at least twenty-four (24) consecutive months and the account is in good standing by making full, timely payments with no late payments or disconnections, the deposit(s) shall be automatically applied to the customer's account within thirty (30) days of the end of that consecutive 24-month period. If service is discontinued before the twenty-four (24) consecutive month period, the deposits will be applied to all outstanding balances first and the remainder, if any, will be refunded to the customer at the address on file. If deposits are insufficient to settle the account, the City of Commerce may proceed to collect the balance in the usual way provided by law for the collection of debts.

3. Deposit Transfers

Utility deposits will not be allowed to be transferred from one customer to another. Utility deposits can be transferred from one customer address to a new service address if the customer is current with all utility accounts. This will require a new application for service and a new non-refundable service fee. Customer may be required to increase the amount of the deposits if the deposit amounts have changed since the last deposits were paid.

4. Bankruptcy



Customers who file for bankruptcy will be subject to the bankruptcy law in effect at the time of their filing. Customers filing for bankruptcy will be required to provide adequate security acceptable to the City of Commerce and in accordance with the City of Commerce's deposit procedures, to continue service with City of Commerce.

F. Billing

Bills will be issued on a periodic basis to the mailing address for the customer of record. Reference to one month's service in the rate schedules relates to the billing period and does not necessarily correlate to a calendar month. The City of Commerce reserves the right to read meters and present bills for longer or shorter periods. In the event that a meter is inaccessible for any reason, the City of Commerce reserves the right to estimate the meter reading and to issue bills calculated upon estimated usage and applicable fees.

Rate schedules are applied to locations and services according to use and occupancy at the time of application. The applicable rate schedule for a location is subject to change, by the City of Commerce, based upon actual usage. If the use and/or occupancy of a location changes, the customer shall notify the City of Commerce and the City of Commerce will determine the applicable rate schedule.

Service Charges established by the City of Commerce may be added to a customer's account to cover the costs of collection efforts.

Utility services shall be billed in the regular billing period.

G. Bill Payment

Bills are payable upon receipt and past due after the due date stated on the bill. Late fees and charges apply in accordance with the Utility's Service Charges and Rates schedules. Payment must be in the form of United States currency. Failure to receive a bill does not release customer from obligation to pay.

1. Bill Payment Options:
 - a) City of Commerce post office box
 - b) City hall drop box
 - c) In person at City Hall during business hours
 - d) Automatic draft (ACH payments)
 - e) By phone
 - f) On-line payments

2. Payment allocation



The City of Commerce allocates payments over all unpaid charges, paying the oldest charges first. Absent a contractual arrangement, the City of Commerce does not allocate payments to include or exclude specific charges.

3. Returned Payments

If the City of Commerce receives a returned payment notice or is unable to charge bill payment to the customer's account, the event will be considered as an NSF (Non-Sufficient Funds) payment, and the customer will be charged according to the schedule of charges. Two NSF payments in a twelve (12) month period will disallow all but verifiable funds payment in the future.

The City of Commerce reserves the right to establish the means or form of payment (cash, money order, bank cashier's check, etc.) from any customer who has previously tendered a dishonored check or gives indication that funds are not sufficient to cover any check tendered.

When the City is notified that a payment has been returned, a letter will be sent to the customer via certified mail advising of the returned payment and requesting that the check be redeemed at City Hall by paying original payment amount and all applicable fees with verifiable funds. Services can be terminated due to non-payment resulting from a NSF event and additional fees will be assessed.

4. Adjustment of Utility Bills

When an under-billing or over-billing occurs, the City of Commerce shall attempt to determine the circumstances, period of time, and amount of adjustment. If the date of error can be established, the under-charge or over-charge shall be computed back to such date. If no date can be established, the City of Commerce shall refund or re-bill for six months of usage. In no event, shall an under-billing or over-billing be adjusted for a period of more than one (1) year's usage.

The City of Commerce may waive re-billing for under-billings when the cost to the utility of re-billing is not economical.

When a customer is required to pay for an under-billing, the customer may enter into a time-payment agreement at the City of Commerce's discretion.

H. Financial Assistance

A customer who is unable to pay the full amount of a utility bill may enter into a payment schedule subject to the approval of the City of Commerce. The City of Commerce may prohibit the customer who has not kept prior payment commitments from entering into new payment arrangements.



Only four (4) payment arrangements in a twelve (12) month period per account will be allowed. Payment arrangements can only be made by the account holder and 75% of all the charges and fees must be paid within thirty (30) days with the remainder due within forty-five (45) days of the original billing. Only in extreme circumstances will an arrangement be allowed to extend beyond the above periods and proof of circumstance may be required. This type of payment extension must have the approval of the Finance Director for the City of Commerce. Any extensions will be in addition to all current billings. Acceptance of partial payments in the past shall not preclude the City of Commerce's right to require full payment upon demand in the future.

I. Appeals / Escalation

A customer or owner who disputes or disagrees with a billing, a billing decision, or who wants to appeal an arrangement, can do so with the City Manager of the City of Commerce. The City Manager is designated to consider all formal appeals of billing decisions and render a final decision in accordance to the policies and procedures set forth and in all fairness to every customer. Appeals must be submitted in writing or in person and be received prior to disconnection. During the appeal process the following will apply:

- Pending resolution of the appeal, the customer's obligation to pay undisputed and subsequent charges continues.
- A customer or applicant who has a pending appeal may receive continued service provided:
 - (i) There is no evidence of tampering, theft, or fraud.
 - (ii) An actual, documented appeal exists that may entitle customer to service.
 - (iii) The service has not already been disconnected.

J. Disconnection or Reconnection of Service/Opening-Closing Accounts

1. By the City of Commerce

In addition to all other rights and remedies at law or in equity, the City of Commerce may restrict or disconnect the delivery of utility service(s) with no less than 24-hour notice unless otherwise specified in these policies for any of the following reasons:

- a) Utility services will be disconnected after written notice, in the form of a bill, for failure of the customer to pay all charges for service, including but not limited to loans, and deposits when due;
- b) Without written notice upon apparent evidence of fraud or tampering;
- c) Without notice to protect health, life or property;
- d) Violation of any part of these Policies and Procedures;



- e) Without notice where a City of Commerce recognized customer does not exist at the service address; or
- f) Without notice on a temporary basis for operational purposes.

Residential service may not be disconnected or restricted for a 24-hour period when the predicted temperature, as reported by the National Oceanic and Atmospheric Administration website (www.noaa.gov), is at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit. In addition, certain medical conditions may prohibit the disconnection of electrical service. Only customers who have provided proof of a medical condition that would prohibit the disconnection of service will be exempt. In this instance, a signed letter on letterhead from a licensed doctor administering the care will be required to be on file before the disconnection of service.

2. Tampering/Diversion

All City of Commerce meters, equipment and services shall be kept free of any and all forms of tampering or diversion. The City of Commerce will maintain a continuing program for detecting and deterring such activity through inspection, education, collection of costs, estimated revenue loss and prosecution.

If tampering is found, the City of Commerce will impose a fee against the customer's account using the applicable rate schedule or charges equal to the estimated cost for services used and not previously billed, whichever is greater as well as any actual costs of repair and replacement incurred by the City of Commerce. These charges are applicable to each tampering occurrence. In addition, the details of each case may be referred to proper authorities for possible prosecution.

3. Fraud

The City of Commerce may discontinue service without notice or may refuse service, if fraud against the City of Commerce is detected or apparent.

4. Code Violations

If a code violation exists, service may be denied or discontinued without notice. This policy relates to, but is not limited to, federal, state and appropriate local codes affecting utility service.

5. Resumption of Service after City of Commerce Action



Whenever utility service has been discontinued or temporarily suspended by the City of Commerce for any federal, state or local code violation, fraud, failure to pay all charges for service, or for violation of any part of these Policies and Procedures, the service will not be resumed until the situation requiring such action has been corrected to the satisfaction of the City of Commerce and any other governmental agency having jurisdiction thereof. Any inspections and changes in the customer's wiring or plumbing shall be made prior to reconnection at the customer's expense.

If service has been disconnected by the City of Commerce and reconnected without the City of Commerce's authorization, the City of Commerce will disconnect the service from the City of Commerce's supply system without notice to the customer or other occupants and may require inspection prior to reconnection.

Disconnected service will not be resumed while any individuals remain at the residence who occupied the subject service address during the time any outstanding debt was accumulated, unless all charges have been paid in full, with verifiable funds.

No utility service will be started or resumed for any applicant or customer where it is documented that the applicant, customer, or any adult individual residing at the proposed service location is in arrearage to the City of Commerce for any monies, whether such arrearage was incurred at the subject premises, or any other premises provided with service(s) by the City of Commerce for the same owner. A customer will be charged according to the established schedule of charges for all such resumption or reconnection of service.

6. Emergency Situations

Where it is necessary that utility service be temporarily disconnected or connected to protect health, life, or property, the City of Commerce will, at its discretion, take such action without charge or notice to the customer.

7. City of Commerce's Options

City of Commerce may exercise any or all of the options available listed in these Policies and Procedures or any other applicable law whenever and as often as any violation or default may occur. Any delay on the part of the City of Commerce in exercising such option, or omission of any action permitted under such option, at any time, shall not be deemed a waiver of the City of Commerce's option rights.



K. Temporary Service

Temporary service refers to utility service for short-term or transient-type installations, such as short-term commercial activities, on-site service during construction operations, and inspections. Short-term temporary service is limited to twelve (12) months' use from date of connection and may be disconnected unless agreed upon with the City of Commerce in writing. If the applicant for temporary service is not the property owner, written consent from the owner must be given before service can be established. Service fees will apply to all situations and deposits are required for any services provided in excess of a twenty-four (24) hour period.

L. Resale of Utility Services

Customer's rate schedules cover the sale of utility services for the sole and exclusive use of the customer. The customer shall not resell utility services supplied by the City of Commerce. The only exceptions to this policy will be for specifically negotiated wholesale contracts or emergency interconnections.

Redistribution of utility charges by the customer for shared-meter services is permitted only for the purpose of allocating the actual cost of service to individual tenant-occupants. Such allocations shall be based solely on an equitable distribution of actual utility billings for services provided by the City of Commerce through the shared-meter. In no case shall the sum of the City of Commerce charges redistributed by any City of Commerce customer to others be greater than the actual charges billed by the City of Commerce in any given billing period, without the City of Commerce's written consent.

M. Rights-of-way and Rights of Access, Tree Trimming

The City of Commerce shall be granted, at no cost, all rights-of-way, rights of access, and easements necessary to serve the customer for the installation, maintenance, repair, replacement, removal or use of any or all equipment or materials used to supply and deliver utility services to the customer. The customer is required to provide safe and timely access, as determined by the City of Commerce, to the premises of the customer for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to the City of Commerce. The City of Commerce shall be granted all necessary rights-of-way and rights of access to perform clearing and trimming of trees, shrubs, vines or other vegetation it deems prudent to maintain proper clearances and accessibility for the maintenance and operation of all utility services, or as may be required by standard utility safety practices. The decision to trim or clear around the City of Commerce facilities shall be the exclusive right of the City of Commerce.

The customer may be charged for clearing or trimming activities in the vicinity of the City of Commerce's facilities.



When access to any of the City of Commerce's facilities is impaired by the customer's actions, animals, trees, shrubs, changes of grades, fences, locked doors, or other obstructions, the City of Commerce will make at least one documented attempt to contact the customer and/or property owner, as determined by utility or tax record, of the impairment to access. The customer is responsible for safely resolving the impairment or eliminating the interference preventing timely access to the City of Commerce's facilities. If access remains impaired, the customer is subject to one of the following actions: the customer will be fined, or the City of Commerce's facilities will be relocated and the customer shall reimburse the City of Commerce for actual costs. For access to meters, the customer must provide key access or permit the City of Commerce to install remote meter reading equipment, if required.

N. Interruptions, Curtailments, Fluctuations, Shortages, and Outages

The City of Commerce endeavors to supply reliable utility services. However, it is inherent that there will be times of failure, interruption, suspension, curtailment or fluctuation.

The City of Commerce cannot and will not guarantee constant or uninterrupted delivery of utility services. The City of Commerce shall have no liability to its customers or any other persons for any interruption, suspension, curtailment or fluctuation in utility services, or for any loss or damages resulting from but not limited to the following:

1. Causes beyond the City of Commerce's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of the City of Commerce or of third parties, acts of God, riots or civil disturbance, criminal activity or vandalism, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the City of Commerce's system is interconnected, and acts or omissions of third parties.
2. Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service (which in the City of Commerce's judgment, is necessary) to permit repairs or changes to be made in the City of Commerce's generating, source of supply, transmission or distribution facilities, or to eliminate the possibility of damage to the City of Commerce's property or to the persons or property of others. Whenever possible the City of Commerce shall endeavor to notify customers about scheduled maintenance as follows:
 - a) At the City of Commerce's discretion, customers may be notified utilizing the city's website, social media, in person, by phone, e-mail or by written notice, either mailed or left at the location scheduled for temporary interruption.
 - b) The oral or written notice will include the following:



- Reason for interruption
 - Date and approximate time interruption will begin
 - Expected duration or interruption
- c) Whenever possible, customers expected to have an extended outage will be notified at least one day in advance.
3. Automatic or manual actions taken by the City of Commerce (which in its sole judgment are necessary or prudent) to protect the performance, integrity, reliability or stability of the City of Commerce's systems or any system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the City of Commerce's systems, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, switches, valves and pumps.
4. Action taken by the City of Commerce with respect to any plan or course of action to conserve utilities at times of anticipated deficiency of resources, including, but not limited to, non-voluntary curtailment or suspension of utility services.

O. Metering Service

Utility service supplied by the City of Commerce at more than one location shall be metered and separately billed for each location.

A record will be kept by the City of Commerce of all meter readings (according to the applicable records retention requirements). These records shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of utility services by the customer. The records shall be the basis on which all bills are calculated.

The City of Commerce shall own, install and maintain all necessary meters for measuring the amount of utility services used by the customer. Where a master meter is used, the City of Commerce shall not furnish or read auxiliary or sub-meters used for the customer's convenience, except under special contracts.

For a customer-requested meter change, the customer shall pay the costs based on current rates. For rate schedule purposes, all meters serving the customer's premises will be considered separately and the readings not combined, except where the City of Commerce deems necessary, to install two or more meters to serve the customer's premises. Common-use facilities associated with individually metered multifamily structures with more than four living units will be served on the General Service Rate Schedule and must be in the name of the owner.



When additional metering is installed to serve a customer's premises, each additional meter shall be served under the same rate as the existing meter if such meter serves load that is an integral part of the customer's existing use and is of the same phase and voltage. Each meter shall be billed separately, including any applicable basic customer charge or minimum charge.

Should any meter malfunction and incorrectly register the consumption of utility services used by the customer, the customer's bill shall serve as notification of the metering malfunction. Charges for the affected current billing period shall be computed by estimating the consumption and demand; further, the immediately preceding billing period or the comparable period of the year before shall be basic factors in arriving at the estimate. The City of Commerce customers may request either a meter recheck or test for the meter supplying utilities to the premises. A written request for the meter to be rechecked or tested must be received prior to the test.

A recheck or testing fee, set by the City, will be added to the requester's utility bill. If the meter is proven to be inaccurate, the customer's billing shall be adjusted for a maximum of six months to reflect the correction and the fee to test the meter will be waived. If the meter proves to be within the acceptable limits set forth by the City of Commerce, the testing fee will be charged to the customer.

P. Rate Adjustment, Revision of Policies and Procedures

The City of Commerce reserves the right to change any or all of its rate schedules or these Policies and Procedures, as it deems necessary.

Where applicable, these Policies and Procedures cancel and supersede all previous regulations, Policies and Procedures issued by the City of Commerce governing its utility service.

Q. Conflict

In case of conflict between any provisions of any rate schedule and these Policies and Procedures, the rate schedule shall apply.

R. Unauthorized Attachments Prohibited

Written consent shall be obtained from the City of Commerce before any equipment or material of any description may be attached to any facility or property owned by the City of Commerce. The City of Commerce shall not be responsible for loss, injury or damage to life or property resulting from customer-owned installed and maintained facilities on, adjacent to, or connected to City of Commerce's facilities, and the customer shall assume all liability.



S. Grades and Locations Within Private Property

The City of Commerce may, at its discretion, install utility facilities where the customer has provided satisfactory easements in subdivisions, planned unit developments, minor land partitions, etc. Such facilities are installed to provide utility services for the convenience of adjacent properties. It shall be the customer's responsibility, while excavating accesses and parking facilities, to provide an additional width of level ground, constructed to grade, to permit the City of Commerce to efficiently install and maintain underground and surface-mounted facilities.

It shall be the responsibility of the customer to stake engineered grades and locations, conforming to the City of Commerce's facilities designs, prior to the City of Commerce's construction. Upon completion, it will be the customer's responsibility to confirm that the City of Commerce's installations have been made in the location and to the grade provided by the customer's engineer.

After review and acceptance by the customer, the customer or purchaser of the lot shall be responsible for the cost of all repairs and adjustments subsequently required by grade changes or location changes resulting from construction activities. Failure to pay these costs will result in denial of utility service until payment is made to the City of Commerce.

T. Locating – Underground Facilities

Customers or owners need to call the state wide number, 811, to request a locate. At that point, all utilities in the area will be notified to respond to the request within three business days.

U. Damage

Owner is responsible to reimburse the City of Commerce for all costs to repair or replace City of Commerce property and/or facilities to their original condition if damaged by owner or non-City of Commerce persons working under authority of owner. Customer is responsible to reimburse the City of Commerce for all costs to repair or replace City of Commerce property and/or facilities to their original condition if damaged by customer or non-City of Commerce persons working under authority of customer. In the event that any of the City of Commerce's property and/or facilities is required to be altered or moved because of a change in configuration or usage of the owner's property, the property owner as determined by the Clerk of Superior Court deed records, shall be responsible for the full cost of the alteration or relocation of the City of Commerce facilities.