

Under special conditions or with large industrial energy users the District may require a suitable agreement or Special Contract. No such agreement, Special Contract, or any modification thereof, shall be binding upon the District until executed by both parties.

7. RENTALS: Service will be disconnected to a property between tenants unless the landlord/owner or property manager has a “Landlord Agreement” for the property on file with the District. A “Landlord Agreement” requests that service be left on between tenants and the landlord/owner or property manager agrees to pay for the electric usage. An account processing charge will not be assessed the landlord/owner or property manager between tenants when a “Landlord Agreement” is on file.

To be eligible for a “Landlord Agreement,” the landlord/owner or property manager must have and maintain a good credit rating (see Section 8.A & B). This agreement will become null and void should any account in the name of the landlord/owner or property manager becomes past due, a good credit rating is not maintained, upon notification from the landlord/owner or property manager, when a property is sold, and by any other written notice.

If the landlord allows the tenant to occupy the service location and later requests that the service be disconnected, the landlord will be charged a service fee in accordance with Rate Schedule 700.A.9. The service fee will cover the costs to deliver a notice allowing the tenant three (3) business days to apply for service. This service fee will apply whether the landlord acknowledges that a tenant occupies the property or not.

If an individual is discovered to be receiving power from the District without applying for service in his or her name, that individual shall be given up to three (3) business days to apply for service, and may be billed for estimated usage prior to application. If an application is not made, service shall be disconnected.

If a tenant has removed their name from a service and not moved out, the landlord has the option of sending a (1) business day notice for the individual to reapply for service. The landlord may be charge a service fee in accordance with Rate Structure 700.

In the event a customer who is an owner, agent, lessor or manager of a residential or commercial property who does not occupy the property where service is supplied, allows the electric bill to become delinquent, or requests a termination of service, the tenant may put the bill in his/her name without the consent of the owner or customer. The tenant must meet all requirements for application for service, including deposit, and shall be responsible for any costs of transferring service, including the cost of any rewiring, metering, etc.

The owner may elect to have the meters installed “active” or “inactive” in new individually metered single, multi-family or non-residential units, except that any common-use meters must be installed “active” in the owner’s name. Bills will be issued for all active meters.

8. CREDIT RATING, ESTABLISHING CREDIT AND CO-SIGNERS.

A. Credit Rating: Each customer earns a credit rating reflecting their payment history and symbolizing credit worthiness. The last 12 months of active service will be used to determine each customer’s credit rating. Collection points will be assigned as follows:

1. Delinquent Notice.	1 collection point
2. Cutoff List.	3 collection points
3. Cutoff	3 collection points
4. Bad Check	3 collection points
5. Broken Arrangement	3 collection points
6. Unauthorized reconnection or tampering	9 collection points
7. Final bill sent to collection agency or small claims	9 collection points
8. Final bill transferred to co-signer’s account	9 collection points

B. Establishing Credit A customer may establish satisfactory credit for utility service if the customer:

- (1) has been a current customer of the District for one year and has earned no more than 2 collection points;
- (2) provides the District with a written credit reference from another electric or gas utility expressing satisfactory credit history. “Satisfactory Credit History” means that the applicant was on line for the preceding 12 consecutive months or more with the former utility, has no past due balance and has had no more than 2 collection points within the preceding 12 months;
- (3) at the discretion of the District, the customer may have the option to provide an assignment of a Service Deposit in the form of cash, Letter of Credit or Surety Bond pursuant to Section 9.