

RESOLUTION NO. 9729

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA MODIFYING CERTAIN TERMS AND CONDITIONS FOR THE SALE OF UTILITIES AND DECLARING THIS RESOLUTION AND THE SAID TERMS AND CONDITIONS TO BE A PUBLIC RECORD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, COUNTY OF MARICOPA, STATE OF ARIZONA, AS FOLLOWS:

SECTION 1: THAT THIS RESOLUTION, TOGETHER WITH THE FOLLOWING SCHEDULE/TITLE CONTAINING TERMS AND CONDITIONS FOR THE SALE OF UTILITIES, A TRUE AND CORRECT COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE, IS DECLARED TO BE A PUBLIC RECORD PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES, SECTION 9-801, ET SEQ.:

SCHEDULE NO. TITLE

SD01 Terms and Conditions for the Sale of Utilities

THREE COPIES OF THIS RESOLUTION AND THE ATTACHMENTS SHALL BE ON FILE AND AVAILABLE FOR PUBLIC USE AND INSPECTION IN THE OFFICE OF THE CITY CLERK.

SECTION 2: THAT THE ABOVE SCHEDULE/TITLE AS CURRENTLY ESTABLISHED BY ORDINANCE NO. 4989, AS PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY MESA, ARIZONA IS SUPERSEDED AS OF THE EFFECTIVE DATE OF AUGUST 1, 2010.

PASSED AND ADOPTED by the City Council of the City of Mesa, Arizona, this 21st day of June, 2010.

APPROVED:



Mayor

ATTEST:



City Clerk



TERMS AND CONDITIONS FOR THE SALE OF UTILITIES

The following terms and conditions shall be considered a part of all the City's rate schedules for the sale of utilities, except where specifically changed by written agreement.

1. Service Rendered Under Special Agreement:

Utility services will be supplied in accordance with these terms and conditions and such applicable rates as may from time to time be authorized by the City Council. However, in the case of Customers whose service requirements are of unusual size or characteristics, special rate agreements may be required and authorized by the City Council.

2. Continuity of Service:

The City will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against fluctuations or interruptions. The City will not be liable to the Customer for any damages occasioned by fluctuations or interruptions, or by failure to begin supplying service from causes beyond the City's reasonable control. The City may, without incurring any liability therefore, suspend service for periods reasonably necessary to accomplish repairs to or changes in any of the City's facilities.

3. Service and Main Connections and Charges:

- A. Each parcel of real property within Mesa's corporate limits will be served from a public main line (designated to serve the appropriate water zone) and separate service connection. Such main line and service connections shall be directly adjacent to the real property receiving service, unless excepted under Section 23B herein. Each such parcel shall have frontage on dedicated public rights-of-way and easements meeting the requirements of the City of Mesa. The minimum width of such frontage shall be the minimum required by the applicable zoning classification.
- B. All real property authorized to receive service shall develop in compliance with all applicable City regulations, standards and requirements established by the City of Mesa.
- C. No group of structures may be served by one (1) meter unless situated on the same real property, under one (1) ownership, or unless approved by the City, or unless excepted under Section 23B herein.
- D. When the City requires a public main line extension to make the utility adjacent to a parcel requesting connection, the owner or developer will extend the public main line(s) across all appropriate frontages of the real property, or unless otherwise approved.
- E. No sale or transfer of service from one real property ownership to another shall be permitted. In the event that any real property with utility service is subdivided and any portion of that real property is subsequently sold to another party, a public main extension and/or meter relocation will be required as necessary to make service directly adjacent to each new lot so created, or unless excepted under Section 23B herein.
- F. All meters will be supplied by the City of Mesa. Charges for installing new services and/or meters will be in accordance with the current schedule of Charges for Utility Service Fees.
- G. The following criteria is required for water meter installations:
 - 1. Water piping on customer side must coincide with the requested meter size for a minimum distance of 48 inches, after which such piping may transition to alternative sizes and/or materials.

2. Installation of proper-sized water meter box.
 3. Meter installation site is marked with the Identification for Water Meter Card.
 4. Sites not properly prepared at the time of request are subject to Trip Charges. See Schedule of Fees and Charges.
- H. All applicable development impact fees shall be paid in accordance Chapter 17 of Title 5. When the parcel to be served is located outside Mesa's corporate limits as approved under Section 23 herein, an additional Utility Service Agreement fee shall be paid. The Utility Service Agreement fee shall be equal to the sum of all development impact fees charged for parcels of the same or similar land use receiving service within the Mesa corporate limits in accordance with Chapter 17 of Title 5, except water and wastewater impact fees. The Utility Service Agreement fee shall be in addition to the applicable water and wastewater development impact fees.
- I. Buy-ins for the right to use certain utility main lines will be in accordance with the private line agreement on file with the City or as determined by the City for a specific utility main.
- J. All monies must normally be paid at the time service is requested.
- K. All unsubdivided single residential parcels of real property located outside Mesa's corporate limits shall be annexed into the City's corporate limits before connecting to and receiving water and/or wastewater service from the City, unless exempted under Section 23 herein.
- L. All commercial, industrial, multiple residential, subdivided residential and/or other comparable zoned parcels of real property located outside Mesa's corporate limits shall be annexed into the City's corporate limits before connecting to and receiving water and/or wastewater service from the City unless excepted under Section 23B herein.
4. Access To Customer Premises:
- A. Authorized representatives of the City are to have access at all reasonable hours to the Customer's premises for the purpose of meter reading, connection and disconnection of service as well as operating and maintaining the City's facilities up to the point of delivery.
 - B. The Customer, at his expense, will give permission or an easement, when necessary, to the City for the purpose of constructing and maintaining the City's service facilities required on the Customer's premises up to the point of delivery.
5. Authority To Connect or Disconnect Service:
- A. The City will not install and maintain any lines and equipment on the Customer's side of the point of delivery. For the mutual protection of the Customer and the City, only authorized employees of the City are permitted to make or turn on the connection between the City's service and the Customer's service.
 - B. Where new services are to be connected, a satisfactory final inspection by the City Building Safety Division, or other authorized jurisdiction will normally be required prior to turning on the gas or electrical service. Building Safety Division permits and/or inspections may be required for the resetting of a gas meter that had been previously removed from a property.
 - C. All connections of gas service require the presence of a responsible party over the age of 18 at the property for completion of the safety inspection. Additional trip charges to property will be applicable.

6. Termination of Service:

- A. In addition to applicable conditions and/or circumstances established in other sections of these Terms and Conditions, the City may disconnect service to any customer when necessary for the Utility to comply with an order of any Governmental Agency having such jurisdiction.
- B. Upon notice that a customer-of-record is deceased, the City will disconnect all services. This notice of disconnection shall be mailed to "all residents of" the subject service location. This notice shall explain that in order to maintain continuity of service, a new account must be opened in the name of another resident at the service location within (14) calendar days. Except in the case where the new customer-of-record is the surviving spouse, a new deposit shall be required.

7. Metering Provisions:

- A. The Customer will provide, in accordance with the City's current service standards and free of expense to the City, a sufficient and proper space in an approved location for the installation of the meter.
- B. The readings of the City's meter will be conclusive as to the amount of consumption used by the Customer, unless upon test, the City's meter is found to be in error by more than 3%. If a meter is found in error by more than 3%, the City will compute the consumption based on the error percentage and/or applicable history.
- C. If the Customer requests an accuracy test and the meter proves to be not more than 3% in error, a service charge to cover the vehicle expense, driving time and labor expense for meter exchange and testing will be made by the City in accordance with the current Schedule of Fees and Charges.

8. Cooling Tower/Subtractive Metering:

For a commercial customer with cooling towers, the City may allow the Customer to have influent and effluent meters installed to properly meter the amount of water discharged to the wastewater system. The Customer shall be responsible for all costs associated with the purchase and installation of City approved meters and must provide City approved ground level meter readout devices in an approved location. Construction plans must be approved by the applicable City departments before any purchase of the meters and their installation can proceed.

9. Grounds for Refusal of Service:

Mesa may refuse to connect or reconnect Mesa utility services if any of the following conditions exist:

- A. Applicant has an outstanding amount due with Mesa for utility services or any other delinquent City account and is unwilling to make acceptable arrangements with Mesa for payment.
- B. A condition exists which in Mesa's judgment is unsafe or hazardous.
- C. Applicant has failed to meet the security deposit requirements set forth by Mesa.
- D. Applicant is known to be in violation of Mesa's schedules.
- E. Applicant fails to furnish such funds, service, equipment, and/or rights-of-way required to serve Applicant and which have been specified by Mesa as a condition for providing service.
- F. Applicant falsifies his or her identity for the purpose of obtaining service.
- G. Service is requested by an Applicant and a prior Customer living with the Applicant owes a delinquent utility bill.

- H. Applicant is acting as an agent for a prior Customer who is deriving benefits of the service and who owes a delinquent utility bill.
 - I. Applicant has failed to obtain all required permits and/or inspections indicating that Applicant's facilities comply with local construction and safety codes.
10. Residential Establishment of Credit or Security Deposit:
- A. Residential Customers are normally required to place a deposit.
 - B. Mesa may waive the security deposit from a new applicant for residential service if applicant is able to meet any of the following requirements and has no other delinquent City accounts.
 - 1. Applicant has had service of a comparable nature with Mesa within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
 - 2. Applicant can produce a letter regarding credit or verification from a utility where service of a comparable nature was last received within the last 12 months, which states applicant had a timely payment history at time of service discontinuation.
 - 3. In lieu of a security deposit, Mesa receives a low risk credit rating verification from a credit rating service deemed acceptable by Mesa.
11. Nonresidential Establishment of Security Deposit:
- All nonresidential customers may be required to:
- A. Place a cash deposit to secure payment of bills for Mesa services as prescribed herein.
 - B. In lieu of a security deposit, Mesa receives a low risk credit rating verification from a credit rating service deemed acceptable by Mesa.
 - C. Provide a non-cash security deposit in the form of a Surety Bond in an amount equal to the required security deposit.
12. Re-establishment of Security Deposit:
- A. Residential service- Mesa may require a residential Customer to establish or re-establish a security deposit if Customer becomes delinquent in the payment of more than two (2) bills within a twelve (12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months or when the customer's financial condition may jeopardize the payment of their bill, as determined by a credit scoring service or other objective criteria.
 - B. Nonresidential service- Mesa may require a nonresidential Customer to establish or re-establish a security deposit if the Customer becomes delinquent in the payment of more than two (2) bills within a twelve (12) consecutive month period or if the Customer has been disconnected for non-payment during the last twelve (12) months, or when the Customer's financial condition may jeopardize the payment of their bill, as determined by a credit scoring service or other objective criteria.
13. Security Deposits:
- A. Mesa reserves the right to increase security deposit amounts applicable to the services being provided by Mesa if the customer becomes delinquent in the payment of more than two (2) bills within a twelve

(12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months:

- B. Separate security deposits are required for each service location.
- C. Customer security deposits shall not preclude Mesa from terminating agreement for service or suspending service for any failure in the performance of Customer's obligation under the agreement for service.
- D. Deposits (cash and non-cash) are applied to the final bill when all services become inactive. Customers-of-record subject to the provisions of Mesa City Code Title 5, Chapter 10 shall next have the deposit balance applied to any Mesa accounts receivable balances that arise from Mesa privilege, use, or transient occupancy tax liabilities. Deposits shall also not be refunded unless and until the Customer-of-record files all delinquent privilege, use, or transient occupancy tax returns. Any remainder shall next be applied to set-off other delinquent City accounts before the balance is refunded to the Customer-of-record.
- E. Subject to the City account set-off provisions in Section 13.D, deposits will be eligible to be returned or credited to a residential customer's account after twelve (12) consecutive months of service, provided customer has not been delinquent more than twice in the last 12 months.
- F. Subject to the set-off provisions in Section 13.D, non-residential deposits and non-cash deposits on file with Mesa, upon request, will be reviewed after thirty-six (36) months of service and will be returned provided customer has not been delinquent more than twice in each of the three (3) previous twelve (12) month periods, in the payment of bills or disconnected for non-payment during the previous twelve (12) consecutive months unless the Customer's financial condition warrants extension of the security deposit.
- G. Nonresidential security deposits shall be set at two and one-half (2-1/2) times customer's maximum monthly billing as estimated by Mesa for the service being provided by Mesa.
- H. For residential dwelling units with individual service meters, the deposits shall be in accordance with the current Schedule of Fees and Charges unless applicant's past service history warrants an additional amount. In which case the deposit shall not exceed two and one-half (2 1/2) times the maximum monthly billing based on the most recent historic usage for the service address.
- I. The City has the right to suspend utility services to enforce payment of utility bills, collection charges, service charges, meter test charges, or deposit amounts.
- J. Deposits may be increased for those customers whose services have been disconnected for non-payment.

14. Billing and Terms:

- A. Mesa will read meters or calculate meter readings and bill customers at regular intervals, normally every 26 to 34 calendar days. At its sole discretion, Mesa may change the frequency of meter reading.
- B. Services billed for periods outside of the 26 to 34 calendar day range are subject to pro-ration of minimum charges based on standard 30-day billing.

- C. Mesa may compute, re-compute or adjust bills for customer accounts based on a reasonable usage estimate made by Mesa if any of the following conditions apply:
1. The meter fails to register accurately;
 2. The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, or other deterrent;
 3. Service is temporarily supplied without a meter; or
 4. A contrivance has been used to circumvent the accurate registration of metering devices.
- D. When an error is found to exist in the billing rendered to customer, or if service is discovered in use at the property (except wastewater unless through an unauthorized connection) that had not previously been charged to the Customer, Mesa will correct such error to recover or, subject to the City account set-off provisions in Section 13.D, refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of thirty-six (36) months from the date the error is discovered. Any refunds to customer resulting from adjusted billings will be made promptly upon discovery by Mesa. Under billings by Mesa shall be billed to customer who shall, upon request, be given an equal length of time, such as number of months under billed, to pay the back bill on a level installment basis without late fee penalties, unless there is evidence of meter tampering or theft. This payment arrangement will become null and void if payments are not received by each bill's stated due date; normal collection procedures and late fees will then apply.
- E. Mesa is not responsible for any increased usage that results from problems on the customer side of the point of delivery (metering device).
- F. Wastewater Fee Adjustment forms are available annually to residential customers who use a large percentage of their domestic water usage for landscaping purposes or who experienced a leak during the months of December through March. Data provided by the customer will be used to determine the eligibility for a reduction in monthly wastewater charges. Wastewater charges are re-evaluated each April based on the average water consumption used during the months of December, January, February and March. Forms must be submitted annually.
- G. Any failure of Mesa to render a complete monthly bill shall not be a waiver of Mesa's right to payment for services supplied by Mesa.
- H. Customer Select Due Date (CSDD):
Subject to availability, eligible residential Customers may select the date in the month, within Mesa guidelines, that their utility bill is due. The requesting account must have a zero balance at the time of CSDD activation. The Customer must pay the bill by the due date to remain on the program.
- I. SurePay (Automatic Payment Option):
The customer may authorize Mesa to electronically withdraw the amount of the monthly bill for Mesa services directly from a specified checking or savings account or credit card. The Customer must provide Mesa a signed form authorizing Mesa to withdraw the funds. Mesa may discontinue the Customer's participation in this option upon the second occurrence of insufficient funds regarding the Customer's payments during the period of the current and immediately preceding eleven (11) Billing Periods. The requesting account must have a zero balance at the time of Surepay activation.

J. Budget Payment Plan (BPP):

Subject to availability, all eligible residential Customers may have Mesa equalize their monthly charges over a 12-month period for utility services provided by Mesa. The requesting account must have a zero balance at the time of BPP activation. The account must stay current to remain in BPP.

1. Mesa will not offer a budget payment plan to Direct Access Customers. Customers who have a managed payment billing plan at the time of their switch to Direct Access Service will be removed from such plan, and must pay any accumulated charges in full. Mesa will refund any accumulated credit to the Customer after generation of the final Standing Offer Service Bill.

K. AVAILABLE SERVICE ACTIVATION:

1. Where service is available, residential Solid Waste and Wastewater service charges will be assessed when the domestic water meter at the property is active and in use per the applicable City of Mesa rate schedule.

+2. RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE, WHERE AVAILABLE, WILL BE BILLED IN ASSOCIATION WITH WATER AND WASTEWATER SERVICES ON ALL COMMERCIAL AND MULTI-UNIT DWELLINGS AS OUTLINED IN THE APPLICABLE CITY OF MESA RATE SCHEDULE.

15. Utility Service, Collection, and/or Late Fee Charges:

- A. All utility service, collection and/or late fee charges shall be in accordance with the current Schedule of Fees and Charges.
- B. A utility administrative fee will be assessed to establish a utility account. In addition, all applicable service connection charges will be assessed for each metered service activated.
- C. A late fee will be assessed to all accounts with an amount owing in arrears one day after the due date. An amount more than one billing cycle past due shall be subject to additional late fees.
- D. If a non-payment disconnection notice must subsequently be produced and mailed, an additional charge will be billed to defray the cost of producing and mailing this notice.
- E. In the event that a utility field representative must be dispatched to a service address, a trip charge will be assessed to defray the cost of each field trip.
- F. Should it become necessary to reconnect utility service that has been disconnected due to non-payment, normal administrative and service connection charges will apply.
- G. Should it become necessary to remove a meter or regulator, or to disconnect service to enforce payment, additional service charges will be made, including charges for damages to utility meters or meter locking devices.
- H. City and State Transaction Privilege tax will be assessed on all charges as applicable.

16. Change To Optional Rate Schedule:

- A. Where optional rate schedules are available, only one change requested by the customer-of-record will be allowed in any 12-month period.
- B. Customers that request furlough rates must provide change of mailing address and phone number in order for rate to be changed.

- C. Houses that are for sale or lease are not eligible for any furloughed rate.
- D. Furlough violations are subject to back-billing calculated at applicable rates.

17. Payment of Utility Bills:

- A. Utility bills shall be rendered monthly, are payable upon presentation and are past due after the due date.
- B. The City reserves the right to suspend or terminate any or all of the Customer's services for non-payment of bills past due or for utility payment items (checks, credit cards, etc.) returned by a financial institution unpaid. Payment is effective upon receipt in hand of the full balance due at a City of Mesa Utility Payment Center.
- C. If a customer that has been notified of a pending disconnection, or has been disconnected, and the payment to maintain continuity of service, or to reinstate service following disconnection is returned by a financial institution, the City reserves the right to disconnect service without further notice.
- D. A lien for unpaid utility account balances and the cost of preparing, processing and releasing a lien may be placed on the property, lot or tract of land to which service was rendered, or any other real property currently owned by the Customer, or any real property that may become owned by the Customer subsequent to termination of their account.
- E. At Mesa's option, any person, other than the Customer-of-record, specifically including but not limited to the property owner, who benefited from the utility services provided by Mesa may be held responsible for payments.
- F. Any overpayment made on a utility account that results in a credit to the utility account shall be available to set-off City account receivable balances in conformity with Section 13.D.

18. Collection of Accounts:

- A. A Customer whose account has been terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, Mesa may use any legal means available to collect the amount due. The Customer will be responsible for paying all costs and expenses incurred by Mesa to collect the amount due.
- B. An unpaid utility account balance may be transferred to another City of Mesa utility account with the same customer or any other person(s) who benefited from the utility service.
- C. Mesa may apply any Customer's privilege, use, or transient occupancy tax credit or refund or any other City account credit or refund to the utility account in order to satisfy any unpaid utilities debt before the Customer receives such credit or refund.

19. Payment and Billing Disputes:

- A. The customer should notify Mesa Customer Information and Billing Operations of discrepancies in Mesa's billing for services provided by Mesa. Mesa will not consider the amount in dispute for collection action until Mesa has verified that the bill was correct, provided the customer notifies Mesa of the claim before the amount becomes delinquent and pays all other amounts billed by Mesa.
- B. A customer dissatisfied with Mesa's determination may appeal the decision in writing to Mesa's Business Services Administrators.

- C. If a customer has a dispute with a City of Mesa bill that has not been satisfactorily resolved by Mesa's Customer Information and Billing Operations, a written complaint may be submitted to the Business Services Director who shall serve as the City of Mesa Ombudsman Office, for further review. The Business Services Director shall respond to the customer within twenty (20) days of the receipt of the customer's complaint. This timeline may be extended with the concurrence of the customer.
- D. If the complaint is not resolved by the Business Services Director's action, the customer may submit the complaint within twenty (20) calendar days of the response to the City Manager or designee. The City Manager shall issue a written decision to the customer within twenty (20) calendar days of receipt by the City Manager. This timeline may be extended with the concurrence of the City Manager.
- E. Final decisions of the City Manager or designee regarding a dispute with Mesa's electric charges may be appealed to the City of Mesa City Council or Mesa City Council Committee but in all other circumstances serve as the City's ultimate determination of the dispute.

20. Unauthorized Use of Utilities:

A. Unauthorized use of utilities shall mean:

- 1. The taking of a utility service by, (1) by turning the service on without authority, or (2) by bypassing a meter, connecting directly into the service or a hydrant without a meter, or (3) willfully modifying the meter or service apparatus so as to cause loss or reduction of registration, or (4) unauthorized connection to wastewater services.
- 2. For an Interruptible Gas Service Customer, the taking of gas on any day in excess of the maximum daily contract quantity specified in the gas service contract between the City and the Customer.
- 3. For any gas Customer subjected to curtailment during a curtailment period, the taking of gas in excess of a daily variable entitlement specified by the City and based upon the Customer's priority class (see the City of Mesa's Curtailment Ordinance) and the curtailment imposed upon the City by its general gas supplier, El Paso Natural Gas Company.
- 4. For any Customer with a maximum monthly quantity specified in the gas service contract between the City and the Customer, the taking of gas in any billing period in excess of the maximum monthly quantity.

B. If unauthorized use of a utility occurs, the City shall charge:

- 1. Residential customers for an estimated usage according to the applicable rate plus a service charge for each connection in accordance with the current Schedule of Fees and Charges.
- 2. Non-residential, multi-family and construction customers/accounts for an estimated usage according to applicable rates plus a service charge in accordance with the current Schedule of Fees and Charges for each connection. Subsequent fees paid for the appropriate required meters may be subtracted from the service charge.
- 3. Customers found to have unauthorized connections are subject to criminal prosecution, paying all damages, and/or paying charges found in the current Schedule of Fees and Charges.
- 4. City and State Transaction Privilege tax will be assessed on all charges as applicable.

21. High Pressure Gas Service:

Gas is normally supplied by the City at low pressure from a main or service regulator normally operating at a pressure equivalent to six inches of water pressure. Where, in the City's opinion, gas is available at high pressure, it will be supplied subject to the following provisions:

- A. Gas will be delivered at a higher than normal pressure to non-residential Customers only. Such higher delivery pressure shall be agreed upon by the City and the Customer, and supplied within the range of accuracy provided by a standard service regulator.
- B. For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of six inches of water pressure shall be corrected to a basis of four ounces (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.12 pounds per square inch, or 14.37 pounds per square inch absolute pressure; the City reserves the right to correct gas deliveries to a temperature standard of 60° F., and to apply deviation factors for super-compressibility.

22. Landlord Agreements

A landlord agreement is defined herein as an agreement between the City of Mesa and a qualified landlord which allows for the automatic continuation of service in the landlord's name when a tenant requests disconnection of service. A qualified landlord is a rental property owner that has established a satisfactory credit status of no more than two delinquent utility payments per year or has a utility deposit on-hand with the City of Mesa Utility Customer Accounts Section.

- A. The landlord agreement shall not apply when a tenant is disconnected for nonpayment of utilities.
- B. Disputes regarding effective dates of service shall be resolved between the tenant and the landlord.
- C. The utility administrative fee may be waived for landlord agreement customers in which the City of Mesa is the retail supplier of the account's electric, gas or water service, whichever service is applicable to the account being activated, when that service under the landlord agreement automatically reverts to the landlord's account, but shall apply when a new tenant requests service at that location.
- D. The landlord agreement may be terminated by the landlord or the City of Mesa at any time with 30 days' written notice.

23. Exceptions

- A. In order to promote the interests of the City of Mesa, the City Council may modify, eliminate or approve alternatives from the requirements of section 3 of the Terms and Conditions for the Sale of Utilities for an individual parcel of real property located outside Mesa's corporate limits. Any such decision shall be at the discretion of the City Council and shall be made only upon a recommendation from the Transportation and Infrastructure Committee to allow such modifications, eliminations or alternatives. An approved modification may be contingent upon the applicant entering into a utility service agreement as defined in the City's annexation guidelines.
- B. If the Council determines that annexation is not in the best interest of the City, but the property owner will suffer a hardship if not provided one or more utility services, Council may consider entering into a utility service agreement subject to all associated utility service fees without a recommendation from the Transportation and Infrastructure Committee.
- C. Parcels of real property within Mesa's corporate limits that are developed as new or converted commercial or residential condominiums, as defined in ARS 33-1202, may be excepted from some or all of the requirements of Sections 3A, 3C or 3E by the City Engineer as follows:

1. A group of structures or parcels may be served by one (1) meter and service connection when the real property under ownership by multiple parties is governed by a Homeowner's Association or a Unit Owners Association; or
2. A group of structures or parcels may be served by more than one (1) meter when the main lines are located in public utility easements or public utility facility easements.

24. Violation; Penalty:

Among other penalties that may apply, any person that violates any provision of this Ordinance shall be guilty of a misdemeanor. Upon conviction, individuals shall be punished by a fine not to exceed \$2,500, or by imprisonment for a period not to exceed six (6) months, or by such fine and imprisonment. Upon conviction, businesses shall be punished by a fine not to exceed \$20,000. Each instance of violation continued shall be a separate offense, punishable as described above.

25. Confidentiality:

~~Customer information, account information and related proprietary information are confidential and Mesa shall not release such information to third parties for commercial or law enforcement purposes unless specifically waived by the Customer in writing or unless otherwise required by law. CUSTOMER-SPECIFIC INFORMATION SHALL NOT BE RELEASED WITHOUT SPECIFIC PRIOR WRITTEN CUSTOMER AUTHORIZATION UNLESS THE INFORMATION IS REASONABLY REQUIRED FOR LEGITIMATE ACCOUNT COLLECTION ACTIVITIES OR CREDIT ANALYSIS ACTIVITIES OR WHEN SUCH INFORMATION AIDS IN PROVIDING SAFE AND RELIABLE SERVICE TO THE CUSTOMER OR UNLESS OTHERWISE PROVIDED BY COURT ORDER.~~