



CITY OF POMONA CONTINUITY OF SERVICE AGREEMENT

Thank you for requesting an application for the Continuity of Service Agreement. The Agreement allows property owners and managers to maintain uninterrupted utility services while a rental property is vacant.

Here are some important points you should remember and understand about the Continuity of Service Agreement.

- Utility services for the properties included in your Agreement will automatically be transferred into your name when a tenant discontinues service with the City of Pomona. **You will be responsible for the utility bills incurred until the date that a new tenant begins receiving service.**
- Utility bills for all properties included in your Agreement will be sent to the mailing address you provided with your application. We can accept only one mailing address per Agreement. The mailing address cannot be one of the properties covered by your Agreement.
- To update your contact information, remove a property from or add a property to your Agreement please obtain a Change Form from Customer Service.

Enclosed is a Continuity of Service Agreement, and Terms and Conditions for your review. If you wish to apply for this service, please first review the Terms and Conditions, and then complete the Agreement with the following required information.

- Name of Property Owner or Authorized Agent
- The Date the request is to be made effective
- Property Address List
- Check the box accordingly to indicate whether you DO or DO NOT request the City to continue utility services at the property in your name should a tenant's account be disconnected for non-payment. These instructions will apply even if the tenant remains at the property.
- Account Name and Billing Address
- Property Owner Information
- Signature of Property Owner or Authorized Agent, and Date Signed

Signature acknowledges agreement to the terms and conditions of the Continuity of Service Program as set forth in Pomona City Code Chapter 62, Article IV, Section 3, Division 3, Sections 62-260 through 62-265 inclusive. You may submit the completed agreement to Customer Service using any one of the following methods (please allow eight (8) business days for processing):

- ❖ Email to customer_service@ci.pomona.ca.us
- ❖ FAX to (909) 620-3661 and contact Customer Service
- ❖ Mail to City of Pomona Public Works Department, Business Services Division-Customer Service, P.O. Box 660, Pomona, CA 91769
- ❖ In person to Pomona City hall at 505 S. Garey Avenue, Pomona, CA 91766

If you have any questions or need assistance completing the Agreement, please contact Customer Service at (909) 620-2241, Monday through Thursday between 7:30 a.m. and 6:00 p.m., closed on Fridays.

Sincerely,

Business Services Division – Customer Service
Public Works Department

City Hall, 505 South Garey Avenue, Box 660, Pomona, CA 91769, (909) 620-2241, Fax: (909) 620-3661

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For Customer Service Use Only	Received By: _____
Date Received: ____/____/____	Date Completed: ____/____/____
Business License No.: _____	Multiple Accts: Y N

CITY OF POMONA
 505 S. Garey Avenue
 Pomona, CA 91766
 Business Services-Customer Service
 Phone: (909) 620-2241
 FAX: (909) 620-3661
 Email: customer_service@ci.pomona.ca.us



CITY OF POMONA CONTINUITY OF SERVICE AGREEMENT

(Please print or type)

I _____ (“Property Owner” or “Authorized Agent”), request to continue utility service without interruption to each separately metered dwelling(s) at the property address(es) listed below effective _____. *(The effective date of this Agreement shall be within eight (8) working days after the City receives the completed Agreement.)*

When the Tenant, Owner, or Agent notifies the City of Pomona that the tenant is vacating the property, utility services should continue without interruption. This agreement does not prevent discontinuation of service due to a tenant’s nonpayment of bills. In the event of nonpayment or unauthorized usage by the tenant, or if the water meter is found to be tampered with, water service to the premises will be disconnected per Pomona City Ordinance 1359, Section 62-299.

PROPERTY ADDRESS LIST

Address	Apt/Unit(s) Number	Customer Number-Account Number
Address	Apt/Unit(s) Number	Customer Number-Account Number
Address	Apt/Unit(s) Number	Customer Number-Account Number
Address	Apt/Unit(s) Number	Customer Number-Account Number

Note: For additional dwellings, please list on separate pages(s).

If a tenant’s account at such property is discontinued for nonpayment of services, *Please check one* A. I DO or B. I DO NOT request the City to continue utility services at the property and bill me for such utility services until a new tenant account is opened or I request termination of the Agreement with respect to the property. These instructions will apply even if the tenant remains in the property.

[Continuity of Service Change Request Form \(click here to download form\)](#)

Until such time the Owner or Agent notifies the City in writing to do otherwise, upon a tenant vacancy the City will send the utility services billing to:

ACCOUNT NAME AND BILLING ADDRESS:

 Name of Property Owner or Authorized Agent

 In Care of (if applicable)

 Complete Mailing Address

 City State Zip Code

PROPERTY OWNER INFORMATION:

Name of Property Owner

Federal Tax Identification Number Social Security Number

City of Pomona Business License Number Expiration Date

Property Management Company (if applicable)

(_____) (_____) _____
Business Phone Number Home Phone Number

(_____) _____
Fax Phone Number E-Mail Address

The undersigned is the Owner or Authorized Agent. The undersigned directs the City of Pomona to continue utility service in his/her name from the time a tenant closes service until a new tenant activates service at the property address(es) listed above. By signing below, I acknowledge that I agree to the terms and conditions of the Continuity of Service Program as set forth in Pomona City Code Chapter 62, Article IV, Section 3, Division 3, Sections 62-260 through 62-265 inclusive. I also understand that all City ordinances, policies and procedures, now in existence, as amended, or which may hereafter exist, shall be applicable to the Owner or Authorized Agent, any property, and to tenants at any property. This agreement is at all times subject to changes or modifications as the City may direct in the exercise of its jurisdiction.

Signature of Property Owner or Authorized Agent/Title **Date**

Signature of Customer Service Representative **Date**

Mail to: City of Pomona Public Works Department
Business Services Division - Customer Service
P. O. Box 660
Pomona, CA 91769-0660

E-Mail to: customer_service@ci.pomona.ca.us

Or Fax to: (909) 620-3661 and contact Customer Service

This Agreement will remain in effect until receipt of written notice of termination by either party.

Please notify us when you no longer own or manage a property listed in your Agreement. Requesting an account to be closed will not remove that property from your Agreement, and you would remain responsible for future utility services billing. In the event the Owner or agent cancels this Agreement, Owner or agent will not be eligible to enter into another Agreement relating to the properties listed herein, for a period of six (6) months.

**DIVISION 3.
CONTINUITY OF WATER/UTILITY SERVICES
PROGRAM – RENTAL PROPERTIES**

Sec. 62-260. Purpose.

The Continuity of Utility Services Program (the "Program") allows property owners (Owners) or authorized agents of property owners (Authorized Agents) with a current Rental Business License issued by the city for said property, the ability to maintain uninterrupted water/utility services for rental properties should tenant vacancies occur.

Sec. 62-261. Application Agreement for Owners/Authorized Agents wishing to participate in the Continuity of Utility Services Program

- (a) Owners/Authorized Agents wishing to participate in the Program shall enter into an Application/Agreement and pay applicable Program charges as established by City Council resolution.
- (b) A separate Application/Agreement shall be required for each rental business license that identifies properties to be included in the Program. Each Application/Agreement must designate either Option A or B, pursuant to Sec. 62-264(a), which shall apply to all properties included in the Application/Agreement. A Program Master Account shall be established for each approved Application/Agreement.
- (c) Properties included in the Program must maintain a current city of Pomona rental business license.
- (d) Appropriate verifiable legal documentation that supports the status as Owner or Authorized Agent shall be required. The department reserves the right to require an affidavit signed by the legal owner/authorized agent of the property to be filed with the department. A copy of such documentation shall be kept on file by the department.
- (e) A property owner requesting participation in the Program as an individual shall provide his or her driver's license, state-issued identification card or government issued passport/identification that shows applicant's full legal name, date of birth and address to verify identity of the applicant prior to the establishment of service in accordance with the City's Identity Theft Prevention Program. Social Security number may also be requested. A copy of such documentation shall be kept on file by the department.
- (f) An applicant requesting participation in the Program on behalf of a corporation, home owners' association, property management company, etc., shall provide sufficient documentation, as determined solely by the city, that authorizes the applicant to act as the agent on behalf of the property owner. A copy of such documentation shall be kept on file by the department.
- (g) Any request(s) for Program Modification to add properties to or remove properties from a Program Master Account shall be submitted to the department in writing on a form provided by the city and signed by the Owner/Authorized Agent on file with the department. Processing of such requests shall be subject to the applicable fee(s).
- (h) Any request by participant for termination of a Program Master Account established pursuant to an Application/Agreement shall be submitted in writing to the department at least ten (10) days prior to the requested termination date.