

**CITY OF NEGAUNEE  
319 W CASE STREET  
P.O. BOX 70  
NEGAUNEE, MI 49866  
906-475-7700**

**ACCOUNT #:** \_\_\_\_\_

## UTILITY SERVICE AGREEMENT/APPLICATION

(PLEASE PRINT)

APPLICANT RESPONSIBLE FOR UTILITIES: \_\_\_\_\_

OTHERS IN HOUSEHOLD-NAMES: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

MAILING ADDRESS(If different than service address): \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

EMPLOYER & PHONE NUMBER(S): \_\_\_\_\_

(In case of emergency for day time contact number)

SOCIAL SECURITY NUMBER(S) : \_\_\_\_\_

HOME PHONE NUMBER: \_\_\_\_\_ WORK PHONE NUMBER: \_\_\_\_\_

OWNER                      TENANT (please circle one)

IF TENANT, PROPERTY OWNER NAME & ADDRESS: \_\_\_\_\_

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LEASE & SIGNED TENANT RESPONSIBILITY FORM ATTACHED? YES \_\_\_\_\_ NO \_\_\_\_\_ NA \_\_\_\_\_

UTILITY SERVICES REQUESTED FROM CITY OF NEGAUNEE (Please circle all that apply to your residence)

ELECTRICITY    WATER/SEWER    GARBAGE

**READ CAREFULLY**

I/WE agree to pay all utility bills and penalties as billed monthly at the rates established by City Ordinance or Resolution. I/WE have paid to the City of Negaunee a deposit in the amount of \$ \_\_\_\_\_ and agree that in the event of default of payment, my/our deposit may be credited to my/our account. **I/WE have no outstanding unpaid municipal bills.** I/WE shall be responsible for notifying the City of any change in ownership of the premises being serviced. I/WE understand that paying the initial deposit, connection service charge, or any utility bill with non-sufficient fund checks will mean immediate disconnection without notice. I/WE also agree to have our meters accessible for City representatives to read, inspect, maintain and calibrate and we will allow them to enter the premises at reasonable times to do so. I/WE understand and agree that the utility deposit will be increased for failure to comply with City ordinance and policies. Falsification of this application may result in the immediate disconnection of utilities.

Utilities not paid by the due date listed on the bill are considered delinquent, will be notified that services will be disconnected after a 48 hour notice and be charged a \$30 late fee. Accounts unpaid by the date and time listed on the notice will be disconnected. To resume service, all customer balances, additional deposit amount and reconnection charges must be paid. Delinquent accounts will bear a late/penalty fee of \$10/month until the account is paid in full.

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **I. Deposits**

- A. The City shall require the following deposits for new utility accounts, reconnected accounts or suspended accounts. This shall be a single deposit for all municipal utilities, including sewer, water, electric and garbage services.
1. Residential Property Owner Premises
    - a. \$250.00 base deposit.
    - b. Multi-meter landlord interim deposit of \$750.00 for landlords with 10 or more residential units with separate meters for each account. This shall be a one-time deposit by the landlord to cover and be applied to rental units in which accounts are in the name of the tenants, and the interim time period between termination of one's tenant's term and commencement of another rental term by a new tenant and utility account holder.
  2. Residential NON Property Owner Premises
    - a. \$450.00 base deposit.
  3. Commercial Premises
    - b. Shall be equal to two-times the monthly average of the last twelve months of the same type of business or of the previous tenant if a comparable business.
  4. Cable/Internet Services Only
    - a. \$.50.00 base deposit (if customer does not have utility account)
- B. Any applicant paying the initial deposit and/or connection service charge with non-sufficient funds check will be disconnected immediately without notice. A reconnection charge will be required to establish service.
- C. Deposits shall not be transferred from one customer number to another customer number.
- D. On termination of the account, without delinquent charges, all deposits shall be returned to the individual or entity on the account application.

## **II. Account Applications.**

- A. Applicants shall provide identification such as a driver's license and a Social Security Number (not required) or Taxpayer Identification Number.
- B. Utility accounts may only be opened or renewed in writing on City application form. The form must be signed by the applicant. The applicant, customer, depositor and the individual responsible for the account shall be the same individual.
- C. No changes shall be made to the application and account unless they are made in writing, signed by the customer and approved by the City.
- D. Previous unpaid utility bills must be paid prior to application for utilities or balance will be transferred.
- E. Renewal of previously closed accounts on which the customer left a deposit on file require an additional deposit to bring the total deposit to the amount described above.
- F. Any change in ownership of the premises services is the responsibility of the parties involved in the transfer of ownership. The City assumes no responsibility for providing notices to the appropriate owner unless the City is notified in writing of property ownership change.

## **III. Monthly Billing Statements**

- A. Monthly utility bills shall be sent to the customer address noted on the application unless the application indicates in writing that billing statements are to be sent to a post office box or seasonal address.
- B. All monthly billing statements shall be paid in full or the accounts shall be considered delinquent and subject to disconnect or certification to the tax rolls as provided by City ordinances. If the customer claims an irregularity in any one account, the monthly statement shall be paid in full, and the customer may request a refund in writing detailing the irregularity.

## **IV. Discontinued Service**

- A. A request to discontinue service must be made by the party whose name is on the account, identifying themselves by identification number, social security number or taxpayer id, or make the request in writing. A request to discontinue by this party must be made at least 2 days prior to the proposed date of discontinued service.
- B. Once an account is discontinued, the meter, or other indicator of use, shall be pulled by the City within 2 working days unless a new application is made in writing with deposit to continue this service, and all delinquent municipal accounts are paid in full.
- C. When utilities are disconnected at premises identified as a tenant or rental premises, the property owner of record (if on file) shall be sent a courtesy notice of this utility disconnect. If the tenant is responsible for payment of utilities under the lease with the property owners, notice to the owner is not a precondition for shut-off.

## **V. Landlord/Tenant and Rental Premises**

- A. The City shall notify the landlord or premises owners of any unpaid utility charges on termination of the lease. In the event the landlord or premises owner gives written notice to the City, on a form provide by the City, along with a copy of the lease, indicating that the lease on the premises requires the tenant or lessee to be responsible for payment of municipal utility charges, written notice and lease shall be included in the account file. If these requirements are met, unpaid utility service fees shall not be certified to the tax rolls. If this notice and lease is not provided by the landlord or premises owner, delinquent charges shall be certified to the tax rolls as provide by City ordinance.
- B. Consistent with the revenue bond obligations of the City, a landlord or property owner must have a written lease with the tenant making the tenant responsible for the municipal utility payments, and file that lease with the City to avoid having unpaid utility fees certified to the tax rolls.
- C. A landlord interim deposit will be charged to landlords who require interim assignment of their rental units' utility accounts to the landlord's name for periods of time between occupations of rental premises by different tenants. The landlord shall complete an application and agreement for this interim deposit, which will remain on file. The landlord shall not be required to complete new on applications for the interim period between tenants. The agreement will provide that the landlord agrees to have utilities transferred to the landlord's name and account on notice to the City from the tenant that the tenant is terminating their utility account. Following this notification, meters shall be read and the utilities continued in the landlord's name and account. Only those units specifically identified by street address and unit number at that address and listed by the landlord in the interim account transfer shall be eligible for this account transfer. On receipt of notice from the tenant that the tenant is evacuating the premises and will no longer be responsible for the utility agreement, the City shall be authorized by the landlord's interim agreement to transfer the utility account in the interim period to the landlord's name without further notification by the City. In the event the tenant vacates the premises without notifying the City, the utility account will continue in the tenant's name until discontinued for non-payment, or the landlord notifies the City that the tenant has vacated the premises. In that event, the account will be transferred to the landlord's interim account. If any utility meters are disconnected for non-payment of charges by the landlord, the interim account agreement will be voided, and all collection provisions of the City Ordinances and these procedures will then apply. To be eligible for an interim account status, the landlord applicants shall not have a record of City utility disconnects for non-payment during the prior two calendar years before the interim account application.