

CONTRACT FOR UTILITY SERVICES - CITY OF NAPOLEON, OHIO

SERVICE ADDRESS: STREET NUMBER _____ STREET NAME _____	ACCOUNT NUMBER: _____
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SERVICE CLASS: RESIDENTIAL COMMERCIAL INDUSTRIAL OTHER _____ START DATE ____/____/____

SERVICES TO BE PROVIDED: (CHECK ALL THAT APPLY) ECOSMART (\$.007/kWh) 50% 100% _____ Initials

ELECTRIC WATER SEWER REFUSE OUTDOOR LIGHTS OTHER _____

ARE YOU THE PROPERTY OWNER: YES NO IF NO, THEN COMPLETE PROPERTY OWNER INFORMATION

RESIDENT / TENANT	PROPERTY OWNER
NAME: (LAST, FIRST, MIDDLE INITIAL)	NAME: (LAST, FIRST, MIDDLE INITIAL)
ADDRESS: (IF DIFFERENT FROM SERVICE ADDRESS)	ADDRESS:
CITY, STATE, ZIP:	CITY, STATE, ZIP:
PHONE:	PHONE:
TID OR SOCIAL SECURITY NO. (OPTIONAL)	TID OR SOCIAL SECURITY NO. (OPTIONAL)
EMAIL ADDRESS:	EMAIL ADDRESS:

*SOCIAL SECURITY # IS OPTIONAL PROVIDING THE SAME WILL ALLOW ACCURATE TRACKING OF YOUR ACCOUNT AND WILL BE USED FOR BILLING AND COLLECTION PURPOSES. HAVE YOU OR ANY MEMBER OF YOUR CURRENT HOUSEHOLD HAD CITY OF NAPOLEON UTILITIES IN YOUR NAME? IF YES, LIST PREVIOUS NAMES AND SERVICE ADDRESS:

NAME(s) _____ ADDRESS _____

NEXT OF KIN OR EMERGENCY CONTACT: _____ TELEPHONE: _____ APPLICANTS PLACE OF EMPLOYMENT: _____

IN CONSIDERATION OF RECEIVING CITY UTILITY SERVICES, YOU, THE SIGNER, AGREE TO THE FOLLOWING:

The undersigned, as an "Owner, Tenant, or an Authorized Agent to an Owner(s) or Tenant(s)" (herein after called "Customer") agrees to and shall follow ALL the Rules and Conditions governing the Utility service owned or operated by the City of Napoleon, Ohio (herein after called "Utility Provider") and being now or later furnished to Customer, as now adopted and/or later amended, to wit: Rules Terms and Conditions Governing Sale of Electrical Service and/or the Rules for Water and Sewer, or Refuse Services, regardless if Customer is a receiver of such service inside or outside the corporate limits; said City of Napoleon Rules Terms and Conditions Governing Sale of Electrical Service and/or the City of Napoleon Rules for Water and Sewer or Refuse Services both being incorporated into this document by reference hereto as if completely rewritten.

As applied to a specific utility, this contract shall be for the term as provided in the rules governing the applicable utility to be provided to Customer by Utility Provider at time of signing and shall automatically renew, without necessity of re-execution of contract, one day prior to expiration of this contract (unless otherwise terminated) for the term provided in the rules governing the applicable utility at time of renewal, regardless if Customer is a receiver of such services inside or outside the corporate limits. Any additional utility furnished to Customer after the execution of the contract shall be considered an approved amendment to the contract, without necessity of re-execution of contract.

Where a conflict may arise between this contract and any utility rule, the utility rule as adopted by Utility Provider shall prevail. Where a separate written contract is executed, the contract shall prevail over this document.

Customer agrees in addition to all the rules as applicable to any given utility, to the minimum rules as listed on the reverse side, understanding that such minimum rules are a summary and that Customer is still obligated to follow all rules associated with the Utility(s) being furnished. Full text of applicable Rules governing the Utilities are found www.napoleonohio.com.

If any part of the agreement or any rule or provision thereof is found to be contrary to law by a court of competent jurisdiction, then only that part shall be held invalid and the remaining portion of the rule, to the extent as can be reasonable applied, shall remain in full force. (See Reverse side for Additional Contract Terms and Conditions)

Signature _____ Date ____/____/____

TENANT/AUTHORIZED AGENT OF OWNER OR TENANTS

FOR CITY USE ONLY:	SERVICE DEPOSIT AND RECEIPT:
DATE SERVICE TO BE: TURNED ON: ____/____/____	PRIOR METER DEPOSIT <input type="checkbox"/> YES <input type="checkbox"/> NO \$ _____ Transfer
RESIDENT INITIALS _____	DEPOSIT REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO
TURNED OFF: ____/____/____	SERVICE DEPOSIT AMOUNTS
RESIDENT INITIALS _____	ELECTRIC \$ _____
APPLICATION TAKEN BY:	WATER \$ _____
TURN ON ____/____/____	SEWER \$ _____
SIGNATURE _____ DATE ____/____/____	TOTAL RECEIVED \$ _____
TURN OFF ____/____/____	PAY TYPE <input type="checkbox"/> CHECK <input type="checkbox"/> CASH
SIGNATURE _____ DATE ____/____/____	RECEIVED BY: _____ DATE ____/____/____
REV 02/12/2013	HAS THE DEPOSIT BEEN APPLIED TO THE ACCOUNT? <input type="checkbox"/> YES <input type="checkbox"/> NO

SUMMARY OF SOME GENERAL RULES

BILLING AND PAYMENT FOR SERVICE: *Customer* agrees that service is conditioned upon the timely payment of **ALL UTILITY BILLS** for utility services provided to *Customer* by *Utility Provider* that are now or later in the *Customer's* name, regardless of location. Bills for utility service will normally be rendered on a monthly billing cycle. All bills will be due and payable by mail or in person on or before the date specified due date on the bill. Bills shall be paid and received at 255 W. Riverview Ave. P.O. Box 151, Napoleon, Ohio 43545 or such other collection locations as designated by *Utility Provider* on the specified due date. A contract for utility service will be considered a contract for all utilities being furnished by *Utility Provider* to *Customer*; therefore, if all utility accounts of the *Customer* are not so paid on the specified date, the gross charge shall be paid. Such gross charge shall be the net charge as shown on such bill plus a delinquent charge of ten (10%) percent. *Utility Provider* will allow at least fifteen (15) days between the date of the bill and the final payment date (due date) specified on the bill. Late fees as established by *Utility Provider* shall be applicable to this contract and all renewals and *Customer* agrees to the same when properly assessed.

Alleged failure to receive bills will not constitute excuse for nonpayment unless *Utility Provider* is notified in writing within the fifth (5th) business day of the subsequent month of the month of the billing cycle that such bill was not received, depending on and as it relates to the billing cycle. No reduction in late fees or penalty will be made unless *Customer* can demonstrate, to the satisfaction of the City Finance Director, that failing to receive the bill was at the fault of *Utility Provider*. One (1) late fee may be waived by *Utility Provider*, upon proper approval, per calendar year, upon request of *Customer*, so long as a request for waiver is made within thirty (30) days of the late fee charge.

A returned check for payment due to non-sufficient funds or closed account constitutes nonpayment. A fee will be charged for all returned checks as set forth in the adopted fee schedule. Any utility bill that is not paid on the due date will be considered delinquent and will result in the utility service(s) being discontinued to said premises.

In addition to other legal action allowed by law to collect unpaid charges, *Utility Provider* reserves the right to place unpaid charges as a lien on real estate to the extent authorized by law.

BILLING DISPUTES: Disputes concerning billing and/or statement errors may be brought by *Customer* within thirty-six (36) months from date of the bill and/or statement that is the subject of the dispute. All said disputes need to be brought to the attention of the City Finance Director; however, the City Manager, who also serves as *Utility Provider's* Director of Public Service shall, in conjunction with the Finance Director, have the power and authority to settle billing disputes. If not brought, in writing, within said thirty-six (36) month period from the date of billing, the dispute will be considered waived and settled. Except in case of fraud or theft of service, *Utility Provider* shall have thirty-six (36) months to initiate recovery of undercharges or under billings or it will be considered waived. In case of fraud or theft, the time shall commence to run from the date *Utility Provider* discovers the fraud or theft. In case a portion of any amount included in a statement is in bona fide dispute, the entire amount shall be payable when due and the difference between the billed amount and the correct amount, if any, shall be promptly refunded after the determination of the correct amount.

VOLUNTARY TERMINATION OF SERVICE: Requests for voluntary disconnection of utility service must be made, in writing, at the payment location of *Utility Provider* and shall be approved by *Customer* who is contractually obligated to pay charges incurred at the service premises.

If the billing address and the service address are different, notification of the disconnection will be given, in writing, to the service address premises no less than fourteen (14) days prior to the disconnection date. *Customer* may have this requirement waived by either demonstrating to *Utility Provider's* satisfaction that the premises are unoccupied or by bringing in a signed waiver form from the tenant(s) of the premises waiving their right to the fourteen (14) day notice. If the tenant actually residing on the service premises petitions *Utility Provider* not to disconnect, stating under oath that to the best of his/her knowledge he/she is a legal tenant of the service premises, disconnect will not be made for a period of fourteen (14) days from said petition, in order for the alleged tenant to seek a court injunction as it relates to disconnect. During such fourteen (14) day period, the contracted *Customer* will be liable for all charges incurred; however, nothing in this provision shall be construed to bar recovery by the owner from the tenant of all incurred charges as may result from a civil proceeding. Any bonified co-owner or legal tenant may take steps to establish service in his/her name (for the purpose of this provision, a spouse would be considered a co-owner if legally occupying the service premises). The contracted *Customer* remains liable for all fees and charges up until the time of transfer of service into the co-owner or legal tenants name.

A *Customer* who intends to move from the service premises or discontinue the use of utility service or in any way terminate their liability hereunder, shall give *Utility Provider* a notice of such intention not later than forty-eight (48) hours before moving and the *Customer* shall be liable for all electrical service, water and sewer service and meter charges that may be used upon the service premises until such notice is given and *Utility Provider* has made the final meter reading.

INVOLUNTARY TERMINATION: *Utility Provider* has the right to discontinue utility services or refuse to furnish the same for nonpayment or non timely payment of any utility bill owed *Utility Provider*, fraudulent or illegal diversions of services, and for any other reason allowable by rules regulations, resolution, ordinance of the City of Napoleon or any rules or regulations or law of this State or the Federal government.

If disconnection occurs, to obtain reconnection, a trip charge, as established and as may be amended from time to time, will be assessed to *Customer* whenever disconnect is due to an act or omission by *Owner* or *Customer* which resulted in the disconnection. Regardless of reconnection, trip charge will be added to final bill.

RETURN OF DEPOSITS: Upon disconnection of service, any deposit and accumulated interest as may remain in excess of any indebtedness owed to *Utility Provider* will be refunded to *Customer*, crediting the final bill, or by issuance of a refund check, or both.

ELECTRICIAL WARNING: The City shall not be liable for any damages by interruptions to service due to accidents, breakdowns, or other causes. Electricity is inherently dangerous and if misused property damage and personal injury can occur.