

# CITY OF CORDOVA



## UTILITY APPLICATION AND AGREEMENT

**APPLICATION** Please use ink to complete every space legally. Write "Not applicable" or (N/A) where appropriate

NAME(S) \_\_\_\_\_ START OF SERVICE DATE \_\_\_\_\_  
First MI Last  
P.O. BOX NUMBER \_\_\_\_\_  
First MI Last

SERVICE LOCATION \_\_\_\_\_  
Street Address Apt #

### PRIMARY CONTACT INFORMATION

DATE OF BIRTH \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

DRIVER'S LICENSE \_\_\_\_\_ MARRIED:  NO  
ST Number  YES, If so Name \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_  
Home  
Cell

CURRENT RESIDENTIAL ADDRESS \_\_\_\_\_  
Street Address Apt # City

PLACE OF WORK \_\_\_\_\_  
Employer  
Address  
Phone Number

### PROPERTY INFORMATION

1. This service location is (check one):  House  
 Mobile Home/Trailer  
 Apt  
 Business  
 Other \_\_\_\_\_

2. This service location is (check one):  Owned  
 Rented  
Landlord Name Phone Number  
Street Address City ST Zip Code

3. Have you ever applied for or received utility service before at your current address?  No  Yes  
If yes, under what name was the account? \_\_\_\_\_  
First MI Last  
Initial



## Utility Service Agreement

Utility Services Selected:  Solid Waste  
 Water  
 Sewer

1. I, the Customer, promise and warrant the following:

- a. **Application.** To the best of the Customer's knowledge, the above-attached application is complete and accurate.
- b. **Deposit.** This agreement is accompanied by a deposit from the Customer to the city equal to either one and half times one month's combined fees for all the utility services provided or, in the case of new or resumed services on the customer's account after discontinuance for the delinquency of the account, two times the amount of the highest defaulted monthly payment.

The deposit shall be returned to the Customer only if the customer has not been delinquent on the Customer's utility payment at any time during any consecutive twenty-four month period. All interest accruing on the deposit shall belong to the city.

- c. **Monthly Payment – Rates.** The Customer shall pay the city each month at the applicable rates at the time utility services are provided, as set by the City Council approved fee schedule resolution. Utility Services provided shall be billed and paid on a unified basis and all utility services may be discontinued if the customer fails to pay any part of a utility bill.
- d. **Monthly Payment – When Due.** The Customer shall make monthly payment for utility services on or before the twenty-fifth (25<sup>th</sup>) day of each month. Monthly payments which the Customer fails to make by the due date shall be delinquent.
- e. **Other Fees and Requirements.** The Customer shall pay all applicable fees and abide by all other applicable requirements set for the in the Cordova Municipal Code, including water and sewer connection permits, fees, and maintenance.

2. I, the Customer, authorize the city to do the following:

- a. **Access.** The city shall have reasonable access onto the Customer's property for inspections, testing and other reasonable purposes
- b. **Discontinuation of Service.** The city may shut off the Utility Service(s) provided to the Customer for any of the following reasons: partial or complete delinquency in payment for service(s) provided, refusal to grant the city reasonable access to the Customer's property, and failure to provide complete and accurate information to the city regarding Utility Service(s), including the attached application. In the event one or more of the above violations occur, all Utility Service(s) to the Customer's premises may be shut off, regardless of tenancy. The city shall provide a door hanger prior to discontinuation.

\_\_\_\_Initial

# CITY OF CORDOVA



- c. **Administrative Costs for Delinquent Payments.** Five dollars (\$5.00) shall accrue each month on any unpaid balance of payments. Charges for utility service(s) that have not been paid within thirty-five (35) days after the date of delinquency are subject to the accrual of the administrative penalty charge. These administrative costs shall become part of the unpaid balance due.
      - d. **Recovery of Delinquent Payments.** Payments which have been delinquent for more than ninety (90) days along with any accumulated administrative cost, interest or other charges shall be a lien against the real property receiving services where the utility customer owns the property, in accordance with the Cordova Municipal Code. The city may also bring a legal action for recovery of delinquent utility service payments. Any legal fees and cost incurred by the city in recovering delinquent payments shall be included in the city's recovery.
3. **Adjustment of Errors.** If the city incorrectly bills the Customer, upon discovery, the city will correct the billing error for up to three (3) previous billing periods, not counting the period in which the error was found.
  - a. All complaints, refunds claims, rate protest, and other matters covered by this agreement must be made to the City Manager within three (3) billing periods following the date that either the payment was due or the matter at issue occurred. Any later claim shall be barred. The City Manager shall respond in writing within thirty (30) days. If the City Manager does not respond within thirty (30) days, the complaint, claim of refund, protest, or other matter shall be deemed approved. Any appeal from the City Manager and the City Council as the Board of Adjustments specifying the grounds of the appeal.
4. This Agreement does not release, abridge, or in any way diminish the Customer's duties and obligations under the applicable federal, state, and local laws. Furthermore, this agreement does not in any way diminish the city's power and authority under federal, state, and local laws.

**I have read this agreement and agree to abide by its term in exchange for the Utility Service(s) named above.**

Customer(s) opening the utility account:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
First

\_\_\_\_\_  
MI

\_\_\_\_\_  
Last

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
First

\_\_\_\_\_  
MI

\_\_\_\_\_  
Last

\_\_\_\_ Initial