

# TOWN OF BANCROFT

## WATER & SEWER SERVICE CONTRACT

The following information is a requirement to determine the conditions of which service will be supplied to you. This information will be available for those purposes deemed reasonable by the Town of Bancroft.

ACCOUNT# \_\_\_\_\_ SERVICE START DATE \_\_\_\_\_

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

BILLING NAME \_\_\_\_\_ SPOUSE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I, authorize the Town of Bancroft to transmit Utility Bills to the email address provided above. I, understand I will not automatically receive Utility Bills via regular mail and does not excuse me from the responsibility of payment, nor relieve me from the liability of penalty for late payments. **Initial** \_\_\_\_\_

PHONE# HOME \_\_\_\_\_ OTHER \_\_\_\_\_

EMPLOYER \_\_\_\_\_

OWNER \_\_\_\_\_ TENANT \_\_\_\_\_ LANDLORD \_\_\_\_\_

DEPOSIT REQUIRED \$ \_\_\_\_\_ PAID \_\_\_\_\_

PREVIOUS TOWN CUSTOMER \_\_\_\_\_ WHERE \_\_\_\_\_

The undersigned hereby requests the Town of Bancroft to supply Water and Sewer service if available at the premises described above.

This application, when duly signed, shall be a contract between the Customer and the Town of Bancroft under and governed by The Public Utilities Act, R.S.O. 1960 chapter 335 and amendments thereto.

The Customer and the Town of Bancroft agree to comply with the conditions listed on the back and agree that the said conditions are part of the contract.

The Customer agrees to take service from the Town of Bancroft in accordance with the terms and conditions thereof and to take the same exclusively from the Town.

The Customer further agrees to pay the Town of Bancroft at the authorized rates from the date on which service is connected.

SIGNATURE \_\_\_\_\_

IDENTIFICATION REQUIRED \_\_\_\_\_ CHECKED \_\_\_\_\_

TOWN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## CONDITIONS

1. The authorized rates may be revised by the Town of Bancroft from time to time, subject to the approval of Council.
2. The Customer agrees to provide convenient and safe space, free of charge or rent, for the Town's meters, wires and other appliances on the said premises, and further agrees that no one who is not a servant or agent of the Town of Bancroft or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with any of the said equipment of the Town of Bancroft, and that the properly authorized servants or agents of the Town of Bancroft shall, at all reasonable hours, have free access to the said premises for the purpose of reading, examining, repairing or removing the said meter, wires and other appliances.
3. Meters and all other equipment of the Town of Bancroft on the said premises shall be in the care and at the risk of the Customer, and if destroyed or damaged, other than by ordinary wear and tear, the Customer shall pay to the Town of Bancroft the value of such meters and equipment, or the cost of repairing or replacing the same.
4. If at any time a bill for service under this contract is in arrears or if the Customer fails to perform any other obligation hereunder the Town of Bancroft may, in addition to all other remedies, discontinue the service and/or terminate the contract, and upon such termination the Town of Bancroft may remove the meters and other equipment installed by it on the Customer's premises.
5. The Town of Bancroft agrees to use reasonable diligence in providing a regular and uninterrupted service, but does not guarantee a constant service or the maintenance of unvaried frequency, and will not be liable in damages to the Customer by reason of any failure in respect thereof.
6. This contract shall not be binding upon the Town of Bancroft, until accepted by it through its authorized officer and shall not be modified or affected by any promise, agreement or representation by any agent or employee of the Town of Bancroft unless incorporated in writing into this contract before such acceptance. The Customer, if required by the Town of Bancroft to do so, shall deposit and keep the deposit with the Town of Bancroft as security for the performance of the Customers obligation, as follows: A security deposit is to be collected from all tenants and is to be returned when the account is terminated.
7. The point of delivery of service shall be a point on the premises of the Customer satisfactory to the Town of Bancroft. The Customer shall take delivery at the said point and shall from that point provide all works necessary, and shall construct, maintain and operate the said works safely and efficiently with proper devices.
8. This contract will continue in force for a period of one year from the date on which the service is connected and shall continue in force thereafter until terminated by a least one month's notice in writing given by either party to the other.
9. This contract shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors or assigns, and the vacating of the premises herein names shall not release the Customer from this contract except at the option and by written consent of the Town of Bancroft.