



## Request for Service - Terms and Conditions of Service

I/WE hereby apply to the City of Saratoga Springs (City) for the above noted utility services at the property listed above and I/WE hereby agree as follows:

- 1- The services and connections made by the City at my request, including water meter, shall remain the property of the City at all times and the City, or its duly appointed representative, shall have free and unrestricted access thereto at all times, together with the right to enter upon my property to make repairs, inspections, or replacements, as may be necessary, and I acknowledge and agree that there are no barriers or animals which would prevent reasonable and safe access thereto.
2. The location of the water meter, whether on my property or at some point near my property, shall be decided solely by the City at its absolute discretion and **must not be buried in any way**, by dirt, landscape, concrete, etc, in accordance with City Resolution #R05-21 (058-16-05) . If this occurs the resident/owner will be assessed a \$50 fee, or the City's costs (whichever is larger) for its services in unburying the meter so the City can attain meter usage readings.
3. I hereby agree to pay all "monthly" utility bills/charges, assessments, fees, fines, and/or service charges on or before the 25<sup>th</sup> day of each & every month. It is understood that if the account becomes delinquent 60 days or more, the service will be subject to "shut-off" and \$15 delinquency fees, etc. In order for services to be reconnected after shut-off occurs, the delinquent bill, (including, but not limited to, charges for services, delinquency fees/service charges assessed, as well as a reconnection fees, etc.) must be paid in full according to City Resolution #R05-21 (08-16-05). All fees, charges, fines, etc., are enforced according to City Resolution #R05-21 (06-24-03) (5) B 1-11 & (5) J. If reconnection is requested "after hours", you will be required to pay an additional \$50 fee for such request. "After hours" is considered at any other day/hour than noted herein. I/We agree to pay all attorneys fees, court costs, filing fees, and all collection costs, up to 50% of amount owing that may be assessed by any collection agency retained to pursue the matter.
4. A \$20.00 Returned Check Fee will be assessed for any checks that are returned to the City for insufficient funds and/or any other reason.
5. I hereby agree to notify City of termination of service in a timely manner. I hereby acknowledge & agree that before garbage service billing may be terminated from my account, the assigned garbage can(s) must be cleaned and the office notified.
6. The applicant hereby represents that applicant is the owner of said property for which this application is being submitted to the City. In the event Owner rents or leases, or otherwise allows occupancy of Owner's property by any person or person's, Owner shall be responsible to the City for payment including, but not limited to, all utility charges, fees and/or service charges incurred by that connection for the premises covered by this application. The City may terminate service in the event Owner fails to pay any utility bills, service charges, or fees incurred by renter, lessee, or other occupant. Owner further agrees that any utility bill, service charges, delinquency/penalty fees, etc., may be transferred, at the City's discretion, to any other account [in the name of the Owner] within the City and such charges will be paid by the Owner. All payments of any delinquent charges/fees from other accounts shall be in addition to any charges incurred by the Owner or those persons renting or leasing from Owner regarding accounts to which delinquent charges have been transferred.
7. I/WE as owner/lessee/renter/resident hereby agree to pay reasonable attorney fees and costs incurred by City in collecting or enforcement of this agreement, any account balances, assessments, delinquencies, fines, and/or fees for utility services for the premises covered by this application.
8. Any notices, which are to be given to Owner/Resident, shall be sufficient when mailed to resident at address listed upon this application.
9. I/WE hereby agree to hold City harmless for any loss, damage, or injury caused by or arising out of any defect regarding water meter, water meter box, connection applied for thereto, or any other part or service of the City's water and/or utility system.
10. I/WE stipulate and agree to obey, abide by, all ordinances, resolutions, rules, and regulations now or hereafter promulgated or enacted by the City of Saratoga Springs and applicable to City's water and utility system.