

APPLICATION FOR CITY PROVIDED UTILITY SERVICE TERMS & CONDITIONS

I hereby make application to the City of Brandon for the supplying of water and/or sewer service and/or solid waste service and in consideration of making the required deposit and of being furnished the service(s) agree as follows:

1. I agree to pay all water, sewer, and/or solid waste bills immediately upon receipt. I understand and agree that *all bills for utility services furnished by the city shall be due and payable prior to midnight of the due date as specified on the bill* (Ordinance Section 82-59).
2. I understand that *if bills for utility services are not paid in full in accordance with the provisions of Section 82-59, the city shall have the right to disconnect and discontinue all utility services furnished by the city to the consumer so in arrears and charge a utility reconnection fee* (Ordinance Section 82-61) and *services shall be reconnected only upon the payment of the amount due and a reconnection fee* (Ordinance Section 82-62).
3. I understand that *the City may decline or fail or cease to furnish utility service to any person who may be in debt to the city for any reason, except ad valorem taxes and special assessments* (Ordinance Section 82-10).
4. Accuracy of any billing may be contested in an Administrative Hearing. A hearing must be requested in writing no later than three (3) days prior to payment deadline.
5. I understand that rates and fees for utility service(s), disconnection of service, deposits, and any and all other associated expenses are set by the City of Brandon Board of Aldermen and are subject to change. (Article II of the City of Brandon Code of Ordinances)
6. I understand and agree that if or when I wish to discontinue services for the residence or establishment indicated on the reverse side of this application I shall give notice in writing to the Public Works Department prior to the date desired for disconnection. Failure to do so shall render the consumer liable for the payment of all bills until such notice has been given. (Ordinance Section 82-63)
7. I understand and agree that *along with the application for utility service, the applicant therefor may be required to pay to the city a deposit in an amount established by the Mayor and Board of Aldermen from time to time* (Ordinance Section 82-51). *Refunds of deposits made for utility service shall be made upon the termination of such utility service only after payment of all indebtedness to the City for such utility service* (Ordinance Section 82-53).
8. I understand and agree that only the residence or the establishment indicated on the reverse side of this application is to be served under this contract, and that no additional residence or establishment will be permitted to obtain water or sewer or garbage services from the residence or establishment on the reverse side of this application without the expressed consent and approval of the City. (Ordinance Section 82-20 and Section 82-18)
9. I agree that employees of the City, or their authorized representatives, may come to my property for the purpose of servicing, maintaining, or disconnecting my water and/or sewer system. In this regard, I agree to grant any easements or right of ways to the City necessary to accomplish these purposes for no additional consideration. (Ordinance Section 82-6)
10. I understand and agree that the meter installed is the property of the City (Ordinance Section 82-24) and I will protect it at all times. I further agree that the meter is to be removed only by employees of the City or other authorized persons and further agree that in the event the meter fails to register the quantity of water used, either by reason of defect or any other cause, the City will have the privilege of rendering an estimated bill to me for the period during which the defective meter was used. I agree that the estimated bill may be calculated either by using the records of a newly installed meter as a basis or by reviewing a corresponding period of the previous year for an average or by any other proper method of estimation.
11. I understand and agree that I may use the City Sewer System for the disposal of sewage only. I understand that no storm sewer or downspouts may be connected with the City sewer system in any way. The City is given the right and privilege of inspecting my property for the purpose of determining that the sewer system and all connections are in proper working order. Please see Chapter 82 Article IV of the City of Brandon Utility Ordinances for more information on sewer regulations and guidelines.
12. The applicant agrees to follow the guidelines set forth by the Mississippi State Department of Health regarding onsite wastewater disposal.
13. For further information on utility regulations and guidelines for the City of Brandon, please see all Utility Ordinances in Chapter 82 of the City of Brandon Code of Ordinances.