Pearlington Water and Sewer District 5265 Highway 604 Post Office Box 130, Pearlington, MS 39572 WATER AND SEWER USERS <u>AGREEMENT</u>

Account Number_____ Previous User_____ Application Date _____

I,_____, hereby make application to Pearlington Water and Sewer District, (hereinafter called the Utility) for water and sewer service.

Witness

In consideration of the Utility providing water and sewer service to me, I agree:

- To install and maintain at my expense all necessary service lines, electrical connections, plumbing and fixtures to enable the property owned by me to be connected to the Utility's water and sewer services (Under the conditions of HUD Regulations which provided funding for water and sewer system, persons of low or moderate income that apply for service within 36 months of completion must be provided installation free, if CDBG funds are available to install services). I will be responsible for the cost of electric service at no charge to the Utility to operate the sewer step tank system.
- 2. To pay all monthly charges beginning with the first complete billing cycle after service has been established at the Utility's water and sewer mains on my property. I understand that regardless of whether or not I have installed the necessary service line or have consumed any water; I will still be required to pay the necessary monthly minimum established by the Utility. I further understand that if I do not receive a statement of current monthly charges it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a billing statement does not waive my responsibility to pay those charges or any late assessments or service charges that result for my failure to remit the proper payment when it is due.
- 3. To use the service in accordance with the rules and regulations established in the Utility's Regulations and Ordinances which includes prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my service.
- 4. To properly notify the Utility when I change mailing addresses, if I relinquish control of my property or for any other reason to request that service to my property be terminated.
- 5. To grant the Utility right of entry in, over, under and around my property with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipeline, sewer lines, step tank and appurtenant facilities together with the right to utilize adjoining lands belonging to the me for the purpose to ingress to and egress from the Utility's easement. This also includes the right of the utility to inspect your private well to insure that it is properly disconnected from the Utility's service.
- 6. Special requirements for sewer service. (SEE BROCHURE TITLED USE OF THE PUBLIC SEWERS) I have received a copy of the brochure.

(Initial)

PROTECTION FROM DAMAGE

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover,

deface or tamper with any structure, appurtenance or equipment which is part of the fire hydrants, water

and sewage works. Any person violating this provision shall be subject to immediate arrest under

charge of disorderly conduct or malicious mischief. All commercial users shall be required to install a

grease trap, to be approved by the Utility.

The Utility agrees:

- 1. To make every effort to provide continuous service to me. I understand that at times due to equipment or power failures, water main breaks, weather related damage, and other unpreventable circumstances that the supply of water to my property may be interrupted. I understand that a guarantee of an uninterrupted supply of water can not be granted by any utility including Pearlington Water and Sewer District and that if my residence or business requires a continuous supply, then it is my responsibility to install at my expense the necessary equipment to provide an alternate water supply. I further understand that I am required by law to notify the Utility of my intention to connect an alternate supply and that the Utility is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Utility's water distribution system.
- 2. To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Utility's water meter and recorded monthly by the Utility. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Utility may use an estimated charge based upon my historical consumption and that such estimations are provided by law but restricted by the fact that actual readings must be recorded the month preceding and the month following the estimation and that I must be notified that the charges are based upon usage estimates. I also understand that it is my responsibility to provide proof of reading error or payment error to the Utility in order for an adjustment to be considered.
- 3. To notify me of any changes in rates, policies, or amendments to the Ordinance of the Utility.

(FRINT OR TITE) Utility Copy of Users Agreement			
Office Use Only			
		Property Owner:	
Amount	\$	Renter:	
Received:			
Retainable	\$		
Charges:		Mailing Address:	
	\$		
Other Charges		Service Address (E-911:	
Refundable	\$		
Deposit:		City/State/Zip:	
Date Funds	/ /		
Deposited:		Telephone (Home): Telep	hone (Work):
Received By:		Drivers License #:	State:
Taxable or Tax			
Exempt			
Applicable Rate			
Table			

(PRINT OR TYPE) Utility Copy of Users Agreement

Required Fees

Reconnect Fee: (Non-Refundable Labor Costs for Unlocking Existing Meter Base to reestablish service)\$ 50.00Security Deposit (Refundable deposit-only required when service reestablished due to non-payment of bill)\$100.00Connect Fee – In accordance with approved Sewer and Water Fee ScheduleService Fee (New Installations) In accordance with approved Sewer and Water Fee Schedule