CITY OF WHITE HOUSE

Application for Sewer Service, Refuse Collection Service, and Stormwater Utility

WE/I the undersigned, below, hereinafter called the "APPLICANT(S)", request the CITY of WHITE HOUSE, a municipality organized pursuant to the laws of the State of Tennessee and located in parts of Sumner County and Robertson County, hereinafter called "CITY", furnish sewer, stormwater utility, and refuse collection services subject to the conditions and terms as hereinafter **set forth:**

1. **USE OF SEWER SERVICE.** For the disposal of sewage and other waste in accordance with the regulations as set forth in Chapters 2 and 3 of Title 18 of the Municipal Code for the City of White House, §18-302.
2. **USE OF REFUSE COLLECTION SERVICE.** For the disposal of refuse in Chapter 1 of Title 17 of the Municipal Code for the City of White House, § 17-113.
3. **STORMWATER USER FEE.** There shall be imposed on each and every developed property in the City of White House, except exempt property, a stormwater user fee, which shall be set from time to time by ordinance as adopted by the Board of Mayor and Aldermen, and in the manner and amount prescribed by Chapter 2 of Title 20 of the Municipal Code for the City of White House, § 20-207.
4. **DESCRIPTION OF SEWAGE SERVICE.** The CITY shall maintain a sewer system consisting of pipes, grinders or valves to the property of the APPLICANT's place of residence or business thereby allowing the APPLICANT's place of residence or business for disposal of waste and sewage. **(Note: The CITY does not maintain pipes, grinders, valves or defaults in installation on newly constructed homes or developments until after the <u>one-year warranty period.</u>)**
5. **DESCRIPTION OF REFUSE COLLECTION SERVICE.** Each APPLICANT who owns or rents property within the corporate limits shall pay a refuse collection fee per month per container for curbside pickup. Container must be placed curbside and spaced a minimum of 3 feet from any other objects. Any commercial business with more than two containers must contract refuse pick up with a private hauler. Small commercial establishments may participate in the CITY's refuse collection program, remove their own solid waste, or contract with private collector having a valid permit or license to do business in the CITY.
6. **RATES.** For the services requested, the APPLICANT hereby agrees to pay the CITY in accordance with the CITY's rate schedule on file with the City Recorder's Office and computed by using as a basis the water usage of the APPLICANT as that is furnished to the CITY by the White House Utility District or such other utility district as may be operating within the jurisdiction of the CITY. APPLICANT hereby authorizes the White House Utility District and any other utility district operating within the CITY to furnish to the CITY such information concerning the water usage of the APPLICANT so as to make an appropriate rate charge. The amount charged the APPLICANT is set forth by CITY Ordinance, which set amount may be changed from time to time as the CITY so determines after public notice of the CITY's intention to change the minimum rate charge is made.
7. **BILLING AND PAYMENT.** A statement for service shall be rendered monthly and is due and payable upon receipt and becomes delinquent if not paid by the designated date on the bill.
8. **TERM.** The obligations of the parties hereto shall commence on the date when the CITY begins to supply sewage service hereunder and shall continue until the APPLICANT shall have received from the CITY written notice that it plans to discontinue service and thereafter for a reasonable time for making disconnection.
9. **APPLICATION FEE.** A non-refundable application fee in the amount of $55.00 shall be paid by the applicant for wastewater and refuse collection services at the time the application is filed with the CITY. Existing users will only be required to pay $30.00 if all current charges are paid in full.
10. **DEPOSITS.** Refundable deposits shall be required as follows prior to service being connected or reconnected after service disconnection to the wastewater system: (a) a maximum deposit of One Hundred Fifty Dollars ($150.00) shall be required for residential property (the "maximum residential deposit"), and (b) a maximum deposit of Two Hundred Fifty Dollars shall be required on all commercial property (the "maximum commercial deposit"). Customers requesting connection or reconnection shall have the option of authorizing the CITY to check such customer's prior utility payment history through a third party provider. Based on the results of such inquiry, (1) residential and commercial customers designated by the third party provider as having a minimum risk of non-payment will not be charged a deposit; (2) residential customers who are designated by the third party provider as having a moderate risk of non-payment shall pay a refundable deposit of Seventy Five Dollars ($75.00) for residential property, and commercial customers who are designated by the third party provider as having a moderate risk of non-payment shall pay a refundable deposit of One Hundred Fifty Dollars (150.00) for commercial property; and (3) residential and commercial customers designated by the third party provider as having a high risk of non-payment shall pay the maximum residential deposit and/or the maximum commercial deposit, as applicable. Upon termination of service, any existing deposit will be applied against any unpaid balance of the customer. If any portion of the deposit remains after the payment of any such unpaid balance, such amount shall be refunded to the customer.
11. **TERMS AND CONDITIONS.** The APPLICANT hereby agrees that the terms and conditions hereinafter set forth shall apply to this application and agrees to be bound by them.

PLEASE PRINT

Account number: _____ Date of service: _____

ALL FIELDS REQUIRED

1.) Social security number: _____--_____--_____ 2.) Driver's license number: _____

3.) Name: _____

4.) Service address: _____

5.) Mailing address (if different): _____

6.) Home phone: _____ Work phone: _____ Cell phone: _____

7.) Are you the owner of the property? Yes☐ No☐

8.) If not, give name and address of owner: _____

9.) Are there currently any refuse collection containers at the property? Yes☐ No☐ Is the dwelling new? Yes☐ No☐

Complete for residential service:

10.) Name of spouse, or other responsible party: _____

SSN: _____--_____--_____ DL#: _____ Phone#: _____

Complete for non-residential service:

11.) Organization name: _____

12.) Type of organization: _____ Number of associates: _____

13.) Do you give the CITY consent to check your past utility payment history? Yes☐ No☐(If no, maximum deposit will be required)

Applicant's signature: _____ Date: _____

A copy of all account holders driver's licenses will be required before service will take effect.

TERMS AND CONDITIONS

1. **EQUIPMENT FURNISHED AND MAINTAINED BY APPLICANT.** All piping and other required facilities to connect the residence or place of business of the APPLICANT to the CITY equipment shall be furnished by the APPLICANT and maintained by the APPLICANT at all times in conformity with the requirements of the CITY. The CITY will, after completion of the one-year warranty period of the original installation for sewer service, maintain the valve, grinder, and the main sewer lines so as to accommodate the APPLICANT for the use of sewer service requested hereunder.

2. **OWNER'S CONSENT.** In case the APPLICANT is not the owner of the premises which is to be served by the sewer system, the APPLICANT hereby agrees to obtain, as herein provided, from the owner the necessary consent for the installation and maintenance on said premises of all piping and other facilities required for connection to the sewer system.

3. **ACCESS TO PREMISES.** Properly authorized agents of the CITY shall at all hours, have access to the premises for the purpose of inspecting the APPLICANT's installation and of examining, installing , repairing and removing CITY equipment or other property and for such purpose the APPLICANT hereby authorizes and requests his landlord , if any, to permit such access to the premises . This includes all equipment still under a warranty and not yet maintained by the CITY.

4. **INTERRUPTION OF SERVICE.** The CITY will, at all times, exercise care and diligence in operating the sewer lines and sewage treatment plant so as to furnish the APPLICANT, as nearly as practicable, a continuous availability of lines for the disposal of sewage and waste. If the CITY shall be prevented from providing the service described herein as contracted for because of injury or breakdown of its sewage disposal facility and the accompanying collection lines or for necessary repairs thereto or because of acts of God or the public enemy, strikes, labor troubles, fire, riot, flood, civil disturbances, war or the consequences thereof, acts of public authority, litigation or any acts or thing which is beyond its reasonable control, such interruption shall not constitute a breach of this agreement in which a cause of action for damages against the CITY accrues to the APPLICANT provided that the CITY shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.

5. **RELEASE OF CITY FROM LIABILITY.** The CITY shall not be liable for damages resulting to the APPLICANT or to third parties from the use of the sewer system or any of the CITY's equipment utilized in the providing of sewer services unless due to willful fault or negligence on the part of the CITY.

6. **RIGHT TO CUT OFF.** The CITY shall have the right to discontinue water services to the APPLICANT on due notice. In case the APPLICANT fails to comply with or fails to perform any of the conditions or obligations hereof.

7. **DEPOSIT.** The CITY shall have the right at any time to require the APPLICANT to make a reasonable deposit in advance to secure the prompt payment of bills.

8. **ASSIGNMENT.** The benefits and obligations of this agreement shall inure to and be binding upon the APPLICANT's and the CITY's successors and assigns provided, however, that no assignment hereof shall be made by the APPLICANT without first obtaining the CITY's written consent.

9. **AGREEMENT SUBJECT TO STATE AND FEDERAL REGULATORY ACTS AND REGULATIONS.** The APPLICANT understands that this agreement and the services to be provided hereunder are subject to any and all state and federal laws and regulations including but not limited to regulations instituted by the Environmental Protection Agency of the United States Government and the Department of Health and Environment of the State of Tennessee to the extent that said laws and regulations are applicable. If in any event it is determined that any of the provisions contained herein are inconsistent with said laws or regulations then, in such event, these laws and regulations shall take precedence over the provisions herein which are inconsistent but the remainder of this agreement shall remain in full effect unless so determined to be invalid at a subsequent time.

10. **MUNICIPAL CODE OF THE CITY OF WHITE HOUSE.** The APPLICANT understands and agrees that this agreement and the services provided hereunder are subject to the provisions set forth in the City of White House Municipal Code and agrees to be bound by said provisions.