



City of Moss Point and Escatawpa Utility District

Rules and Regulations for Utility
Services

Updated: December 29, 2016

These regulations and rules govern the utility services for water, sewer, sanitation and/or gas or any combination, with the City of Moss Point and the Escatawpa Suburban Utility District. These rules and regulations were adopted and became effective on August 14, 1995. The word “City” shall mean City of Moss Point and Escatawpa Suburban Utility District (EUD), the terms “Applicant(s)” or “Customer(s)” shall mean the person, persons, company, corporation or other entity to receive utility service from the city.

The City and Applicant/Customer do contract and agree to the following terms and conditions:

APPLICATION:

1. The application shall serve as a written request for utility services from the City by the Applicant on a form that will be furnished by the City.
2. Utility service is subject to the approval of the City by the City Clerk or designee after receipt of application, inspection fee, inspections and all required deposits.
3. The Applicant/Applicants must be an adult, and the property owner(s) or a tenant with a legal interest in the property with evidence provided. In the instance of rental properties, residential or commercial, both the property owner and the tenant must supply pertinent information as determined by the City. A married minor, at least 18 years of age, may apply when the property is the homestead of the minor. Military personnel, at least 18 years of age, may apply when the property is his/her homestead.
4. **No utility service shall be initiated at any property until the application has been completed in its entirety, a valid state or federal picture identification has been produced and any proper documentation has been provided to the City of Moss Point.**

5. **If services are disconnected at the time of application, any outstanding balance associated with that property must be brought current before services are reconnected.**
6. **It is the responsibility of the applicant to bring any past due balances current before utilities will be placed in their name.**
7. The City of Moss Point accepts the following forms of payment: cash, check, money order, Visa, MasterCard, and Discover. Online payments are also accepted via the website at www.cityofmosspoint.org.

DEPOSITS:

1. Building Inspection: before deposits can be made for an address, an inspection must be completed on the building and premises where the utilities are requested.
 - There is a \$15.00 fee for the inspection. A certificate of occupancy will be issued after the inspection has been completed and all requirements are met.
 - The Certificate of Occupancy must be presented along with all the other requirements when paying the deposit.

Deposit amounts for water

Owner of property \$75.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$115.00

Renter of property \$100.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$140.00

Deposit amounts for gas

Owner of property \$75.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$115.00

Renter of property \$100.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$140.00

2. After inspection and when utility service is approved by the City, before any utility service is connected, the Applicant shall pay all utility deposits required: gas, water and/or sewer and any tap fees applicable.
3. The amounts of utility deposits and tap fees shall be the amounts enforced at the time of receiving the application.
4. The amounts of utility deposits may be changed by the City, at its discretion; and, if the City, in its discretion, feels additional deposit amounts are needed from the Applicant, an additional deposit amount may be required from the Applicant/Customer at any time.
5. The deposits for utilities shall be security for payment and guarantee of payment of all bills for utilities, for value of all meters, facilities, pipes and appliances furnished by the City, and for any materials of any kind acquired from City of any services, fees, penalties, charges, or any other amounts owed to the City.
6. In the event a deposit is used by the City to pay any amount owed to the City and as a condition for further utility service, the City may require additional deposits from the Applicant, at the discretion of the City.
7. In the event utility services are properly cancelled by the Applicant, the deposit shall be returned to the Applicant (deposit will not be returned to another party), less any bills or other amounts owed to the city. The deposit will be returned after the end of the then present utility cycle and after approval of refund by the City governing authorities at an official meeting. A customer cannot call in requests over the phone to cancel utility services. The customer must come into the utilities department and cancel services by written documentation (proof of identification is required).
8. Deposits are non-transferable, non-negotiable and non-interest bearing.
9. Any charge, bill, fee, late charge or penalty connected with utility services is not a deposit and shall not be refundable.

10. In the event the City refuses utility services to any Applicant for any reason after deposits are made, the deposits will be returned, per paragraph 6 above, to the Applicant and such return of deposits shall terminate and end all rights of Applicant against the City.

SERVICE:

1. The Applicant/Customer shall pay the City for all utility services metered and/or charged at the rates established by the City from time-to-time, applicable to the class of service furnished to premises (residential, commercial, industrial). Rates may be higher for EUD customers outside the City limits compared to rates inside the City limits.
2. **Utility service and monthly charges shall continue until the Customer delivers a written notice to the utility department requesting the cancellation of service. The Customer shall be responsible for all utility charges until service is properly cancelled by the Customer.** The City may terminate service in the event of default in payment by Customer or any other breach of agreement by Applicant/Customer.
3. Utility service to the Customer is subject to all requirements of all ordinances, resolutions, orders and regulations of the City pertaining to rates, pipes, facilities, construction, use and any other matters affecting and related to utilities.
4. The City will provide the meter, regulator and service connection, as needed, for gas, water, and sewer. The City is responsible for the connection at the Applicants/Customers property line only, and Applicant/Customer shall be fully responsible for all pipes, lines, facilities and other equipment in the house, building or structure, and on property of Applicant. The meters, regulators, connection facilities and all parts and accessories shall remain the property of the City.

5. The Applicant shall grant the City any and all rights-of-way and easements necessary for the utility services applied for, on under, along and over the property of the Applicant, to include the right of the City to enter upon property of the Applicant, to include the right of the City to enter upon property at any time to read, repair, maintain, inspect, replace, remove, adjust or in any way deal with any of the City's facilities and equipment, including termination of service.
6. The Applicant shall protect and defend City pipes, facilities, meters and all other equipment from removal, damage or alteration. All City equipment, meters, pipes, facilities and accessories and parts shall not be removed, altered, disconnected, connected to or in any way be affected, except by the City employee. The Applicant shall notify the City of any knowledge of the Applicant or others tampering with or damaging such City property. The continued unauthorized tampering or damage to City facilities may result in termination of service and/or subject customer to charges and expenses of damages to City facilities. Continued unauthorized use of utility services (straight-piping, illegal usage) could also result in theft charges against the resident through the courts. The Applicant shall guarantee that all City equipment, meters, supplies and equipment shall be returned to the City in good condition.
7. In the event that the meters or other devices of the City fail to register or fail to accurately register the water or gas flow to the Applicant, for any reason, the City shall have the right of calculating and furnishing the Applicant an estimated bill for the period during which the devices did not so register, said bill to be calculated and rendered on the basis of and by using the recordings of a newly installed meter or device, or by using historical readings of the property for utility services during previous periods to arrive at an average, or by any other reasonable method, all in the discretion of the City.
8. City utility services to the Applicant's property shall not be disconnected, connected to another house or unit, or shared with another property in any way. Failure to adhere will result in immediate disconnection of services and the enforcement of

criminal charges through the courts. Services will not be re-established until the customer has paid all fines and past due balances to the City of Moss Point.

9. The sewer service to the Applicant's property shall be used in compliance with all City, Gulf Coast Wastewater Authority and Department of Environmental Quality sewer use rules and regulations, only. There shall be no prohibited substances placed in the City's sewer lines. The applicant shall not allow rain water or other extraneous water or liquids to go into the City's sewer lines. The City shall have the right to inspect and test the sewer lines and facilities of the Applicant at any time. In the event the Applicant's sewer lines or facilities are found to be defective or below standard, the City may notify the Applicant and require immediate repair or replacement by and at cost of Applicant. In the event the Applicant fails to correct defects or problems after notice from the City, the City may charge an additional fee or penalty to the utility bill of the Applicant until service is corrected or problem eliminated to the satisfaction of the City. A serious or continued violation of sewer regulations may result in termination of service.
10. The Applicant shall pay to the City any and all charges, re-read fee, disconnection fee, reconnection fee, transfer fee, inspection fee, tap fee and any and all other such charges as set by the City from time-to-time.
11. Upon the Applicant's failure to pay all charges and bills of the City for any utility service or for any other charges, fees or penalties, within 15 days from the date of the bill or assessment, the City may charge the delinquent customer a late charge as set by the City from time-to-time by separate resolution. **The City may, at its discretion and option, terminate the utility service to the Applicant without notice to the Applicant. In the event utility service is terminated by the City, before utility service is restored, the Applicant must pay the City in full for any outstanding bills and charges, any required deposits and all fees, charges and penalties for service calls, collection and reconnection.**

12. The City may refuse to approve utility service to an Applicant until all outstanding and previous bills, charges and monies owing to the City from the Applicant (or any one of Applicants), for any location or any time, have been paid in full. If a previous unpaid bill is discovered during present utility service, the previous unpaid bill may be added to and become an obligation under the present utility service.
13. Service calls by the City for any reason will be made during normal working hours of Moss Point City Hall, Monday through Friday of each week, except for holiday and holiday schedules. Any service call by the City during holidays or on weekends may result in an additional and higher service call charge to the Applicant by the City.
14. Applicant is responsible for all utility pipes, lines equipment and other facilities located on the property of the Applicant. Any service call to the City which results in a finding that the matter needing service is the responsibility of the Applicant may still result in a service all charge to the Applicant.
15. The City may take any collection procedures and actions, in its discretion, deemed advisable and necessary to collect delinquent and past due bills, charges and accounts, including litigation; and any such collection procedures will be in addition to late charges and the termination of utility service. The Applicant agrees to pay the City any costs incurred by the City to collect delinquent and past due accounts, including litigation expense and costs, attorney's fees and collection fees.
16. The City may be requested to re-read an Applicants meter if an error is suspected by the Applicant. **The City may charge a re-read fee in an amount to be set by the City from time-to-time for each re-read when the re-read determines the previous reading and billing to have been correct.** In the event an error is found or a leak is discovered, there will be no re-read fee.
17. In the event the City receives a check from the Customer or on the Customer's behalf which is drawn on a closed account or which is returned due to nonsufficient funds (NSF), the City may charge customer all costs of collecting the bad check, in addition to an additional service charge in an amount to be set by the City from time-to-time.

- In the event such a check is received by the City on an account which is already delinquent, the City may then also, immediately terminate utility service. In the event the Customer does not pay and satisfy a NSF check within 3 days of notice to Customer by City, utility service shall be terminated.
18. In the event the Customer's utility service is used or altered to receive service for others or another property, if the utility service is stolen or the Applicant/Customer defrauds the City in any way, the City, at its option, may bring applicable criminal charges against the Applicant/Customer for any such actions, in addition to any civil action available for recovery of the value of the unauthorized utility service.
 19. Any person or company occupying a house or unit receiving utility service from the City without proper application, deposits, fees and approval of the City, may be prosecuted by the City for applicable criminal charges, in addition to any civil action available for recovery of the value of the utility service and damage to City facilities.
 20. Any Customer who requests a swimming pool be filled shall pay the City a fee for the use of City equipment, including in such an amount as the City may set from time-to-time, plus Customer shall pay the cost of the water used.
 21. If it is determined that the Customer has a water leak or faulty equipment which causes an unusually high utility bill with proof to the City of such an event, the City will adjust the Customer's utility bill, however the customer is responsible for payment of the actual amount of water and sewer used. Each customer is limited to 2 adjustments on their bill per year if it is determined that an adjustment is needed.
 22. If the Customer moves from the property listed on the application, the Customer is responsible for properly notifying the City of Moss Point so services can be canceled and the final bill forwarded to the Customer's new address.
 23. In the event of a death of a Customer, the estate holders or heirs of the property will be responsible for disconnecting utility services and paying out the deceased customer's final bill. The responsible party must provide a death certificate issued by

the MS State Department of Health and proof of ownership of the property. Until the account is properly closed out, charges on the account will continue to accrue monthly.

Fees:

Deposit amounts for water

Owner of property \$75.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$115.00

Renter of property \$100.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$140.00

Deposit amounts for gas

Owner of property \$75.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$115.00

Renter of property \$100.00 deposit plus \$40.00 Non-refundable connection fee

Total = \$140.00

Re-read fee: \$5

Reconnection fee: \$40

Inspection fee: \$15

Tap fee: \$150 and up

Meter tampering fee: \$500 and up

Lock fee: \$40

Applicant/Customer Signature: _____ Date: _____

City of Moss Point Personnel: _____ Date: _____