

ORDINANCE NUMBER 20200908

AN ORDINANCE TO ESTABLISH A METHOD OF PROVIDING TEMPORARY WATER AND SEWER SERVICE TO STRUCTURES IN THE TOWN OF BRIGHTON.

WHEREAS, the Board of Mayor and Aldermen wish to provide a method for rental property owners and real estate agents to obtain temporary water and sewer service for structures in the Town that are not currently occupied, so that the structures can be serviced and made ready for occupancy for new tenants;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF BRIGHTON; THAT

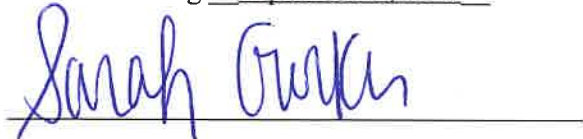
Section 1. That temporary water and sewer service may be made available to real estate agents, property owners and property managers under the terms of the attached agreements, which are made a part of this ordinance.

Section 2. That all ordinances or parts of ordinances in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall take effect upon final passage, the public welfare demanding it.

First Reading August 11, 2020

Second Reading September 8, 2020



Sarah Crocker, Mayor

Attest:



Tammy McKinney, Town Recorder

Town of Brighton

Water and Sewer Service

P.O Box 277

Brighton, TN 38011

901-476-8661

New Customer Agreement Form - Ordinance 20200908

Date: _____ Account #: _____

(Office Use Only)

Name: _____

Service Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Social Security Number: _____

Driver's License State and Number _____

E-mail Address: _____

Date Service Required: _____

Activation Fees (All Fees are Non-Refundable):

___ 24 Hr Water (\$25) ___ Rent (\$250) ___ Own (\$150) ___ Business (\$150) ___ Yard Meter (\$50)

Line Taps:

___ Water (City) *\$500 ___ Water (County)*\$750 ___ Sewer (City Only) *\$600 ___ Yard Meter *\$200

***A \$50 Meter Cost (New Install) will be added in addition to the tap fee.**

Taps on Grandview Sewer Line are subject to an additional \$500 Charge.

Total Fees: _____ Payment Type: _____ Check #: _____

Applicant's Signature: _____ Date: _____

Town of Brighton's Employee Signature: _____

pumped, then the Town will also pay for this septic tank pumping as well. If this is a rental property, the pumping charges will/shall be the property owner's responsibility.

- THE TOWN DOES NOT INSTALL SEPTIC TANKS NOR ASSUME RESPONSIBILITY FOR ANY IMPROPER INSTALLATION OF SEPTIC TANKS. *

14. Customer can receive one (1) reread per 12 months at no cost. Each additional reread will incur a \$20 fee. However if at any time the meter is found to be misread by the Town, then no fee will incur.
15. Any customer that has paid a nonrefundable water activation fee and moves to another location within the Town limits within 90 days can transfer that fee to the new property. If you are going from renting to buying a property within those 90 days, no refund will be given. If you are going from buying to renting within those 90 days, an additional \$100.00 nonrefundable water activation fee will be required. Outside of the 90 day period, a new water activation fee will be required.

Customer Signature

Date

TOWN OF BRIGHTON

**CONTRACT FOR INITIATION OR CONTINUANCE OF SERVICE TO PROPERTIES-REAL ESTATE AGENTS –
ORDINANCE 20200908**

DATE: _____ REAL ESTATE AGENT NAME: _____

This Contract is entered into between the Town of Brighton and the above-named real estate agent (“Agent”) for the initiation or continuance of water services to properties that are being offered for sale by the Agent.

From time to time, the Agent may be hired by a bank or other entity to list, show, manage, and/or sell real estate. In order for the Agent to provide these services, the properties will need utility service. The Town of Brighton will provide water service to such properties for the Agent’s benefit under the following conditions:

- 1) The Agent enters into this Agreement in his/her individual capacity, not on behalf of a real estate brokerage firm or other entity. The Agent is personally responsible for complying with this Agreement.
- 2) In order for the Agent to obtain water service to a property (or properties) under this Contract, the Agent must clearly identify that property (or properties) to the Town of Brighton and provide the Town of Brighton with a copy of each Agent’s agency agreement with the bank or other entity for each property. **NO SERVICE WILL BE ESTABLISHED WITHOUT AN AGENCY AGREEMENT FOR EACH PROPERTY.** The terms of this Contract and the Town of Brighton’s New Customer Agreement(s) will apply to any such property (or properties).
- 3) The Agent, as a customer, agrees to abide by all the Town of Brighton’s Ordinances and Policies, now in force or as may hereafter be adopted. The terms of the Town of Brighton’s New Customer Agreement(s) and Cross Connection Control Plan are incorporated into this Contract.
- 4) The Agent agrees to pay one (1) Non-Refundable Water Customer Account and Service Fee when this Contract is initiated.
- 5) The Agent agrees to pay all bills for monthly service and any other applicable charges.
- 6) The Agent agrees that the Town of Brighton shall not be responsible for any personal injury or property damages to a property caused by the initiation or continuance of service.
- 7) The Agent agrees to notify the Town of Brighton immediately upon the sale of a property subject to this Contract so that water services may be discontinued and/or service established by the purchaser(s). The Agent will be responsible for utilities until discontinuance of service.

WATER ONLY FEE: \$150.00

Signature of Agent: _____

Mailing Address of Agent: _____

Phone Number: _____

Agent’s SS #: _____

Agent’s DL # _____

***Also have the Agent fill out the New Customer Agreement Form and attach to this Contract.**

Town of Brighton Employee Signature: _____

TOWN OF BRIGHTON

CONTRACT FOR INITIATION OR CONTINUANCE OF SERVICE FOR RENTAL PROPERTY – ORDINANCE 20200908

DATE: _____ NAME: _____ [Circle One]: Rental Property Owner or Owner’s Agent

This Agreement is entered into between Town of Brighton, on one hand, and the owner of the rental properties listed below or such owner’s agent (Owner/Agent), on the other hand, for the initiation or continuance of water services upon the listed rental properties.

Table with 3 columns: Address of Rental Property, Account Number, Billing Address of Owner/Agent. Each column has four horizontal lines for text entry.

When a tenant at any of the above (and/or attached) rental properties moves out and cancels his or her contract for services with the Town of Brighton and the Owner/Agent requests that water service be left on or turned on for cleaning, maintenance or other reason, the Town of Brighton will provide water service to the rental premises for the Owner/Agent according to the following conditions:

- 1) Owner/Agent agrees to abide by the Town of Brighton’s Ordinances and Policies, now in force or as may hereby be adopted ; and
2) Owner/Agent agrees to pay one (1) Non-Refundable Water Customer Account and Service Fee when this Contract is initiated; and
3) Owner/Agent agrees to pay all bills for monthly service and any other applicable charges under the Town of Brighton’s Rules and Regulations; and
4) Owner/Agent agrees that the Town of Brighton shall not be responsible for any personal injury or property damages to the rental premises caused by the initiation or continuation of service; and
5) Owner/Agent agrees that the Contract shall only cover the rental properties listed (and/or attached) herein and that a new Contract will have to be executed for any additional rental properties; and
6) Owner/Agent agrees to require new tenants to come into the Town of Brighton’s office and sign up for service as soon as possible after renting from the Owner/Agent and that the Owner/Agent will be responsible for utilities used until said tenant does apply for service; and
7) In order for an Agent (Property Manager) to enter into this Contract on behalf of the Owner or to request water service to a rental property on behalf of the Owner, the Agent (Property Manager) must provide the Town of Brighton with a copy of his/her/its agency agreement with the Owner and a power of attorney executed by the Owner that authorizes the Agent (Property Manager) to take the relevant action on the Owner’s behalf; and
8) The Owner must promptly notify the Town of Brighton if a power of attorney granted to a Property Manager has been modified or cancelled. Otherwise, the Town of Brighton will assume that the power of attorney is in full effect.

Signature of Owner: _____

WATER ONLY

Signature of Agent as: _____
Attorney-in-Fact (if applicable)

FEE: \$150

Date: _____

Phone Number: _____

Town of Brighton Employee Signature _____