



**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into between the COUNTY OF BRUNSWICK, NORTH CAROLINA, owner and operator of the Brunswick

County Public Utilities, hereinafter referred to as "County"; and _____, User of public water supply system, hereinafter referred to as "User".

WITNESSETH

WHEREAS, the User desires to purchase water from the County and to enter into a Water Service Agreement as required by the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed upon by the parties as follows:

The County shall furnish, subject to the limitations set forth in its Rules and Regulations now in force or as hereinafter amended, such quantity of water as User requires in connection with the User's occupancy of the premises.

The County agrees to deliver water to the meter(s) servicing the User's premises, whether a potable water meter or an irrigation meter, at a minimum pressure of twenty (20) pounds per square inch (psi) to the meter, but shall not be held liable or responsible for any damage in or on the User's property resulting from system pressures greater than twenty (20) psi.

The User agrees to comply with and be bound by the Articles, Rules, and Regulations adopted by the County, now in force, or as hereafter duly and legally supplemented, amended, or changed. The User also agrees to pay for water at such rates, time, and place as shall be determined by the County, and agrees to the imposition of such penalties for noncompliance as are now set forth in the Rules and Regulations, or which may be hereinafter adopted and imposed by the County.

The User agrees to pay a meter deposit as described in the rate schedule now in force or as hereinafter amended. In the event service is terminated, either voluntarily by the User, or by the County for cause, the deposit shall be held and applied to any unpaid balance owed on the User's account. Should the account be fully paid at the time of termination of the service to the User, the deposit shall be refunded by the County within a reasonable period of time thereafter at the User's last known address.

The County shall purchase and install a meter setter with a lockable cutoff valve in each service box. The User shall pay for the size of water meter requested. The County shall have exclusive rights to use of cutoff valve and water meter once installed and in service.

The County shall determine the allocation of water to the Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made off his or her service line for the purpose of supplying water to another user. In the event total water supply shall be insufficient to meet all needs of the User, or in the event there is a shortage, the County may prorate the water available among the various Users on such basis as is deemed equitable, a schedule of hours covering use of water for lawn and garden purposes by particular Users and require adherence thereto or prohibit the use of water for lawn and garden purposes; provided that, if any time the total water supply shall be insufficient to meet all of the needs of the Users, the County must first satisfy all of the needs of the Users for domestic purposes before supplying any water for livestock purposes and must satisfy the needs of all the Users for both domestic and livestock purposes before supplying water for lawn and garden purposes. Any User found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the County.

The User shall be billed periodically by mail, either US Postal or electronic, and shall pay a base service charge plus usage. Bills are due and payable upon receipt. If payment is not received within 20 calendar days of the bill date, a 10% late penalty is applied to the account. If payment is not received by the due date of the bill the following month, the service is subject to disconnection. A Reconnection Charge shall then be applied to the User's account for reconnection of service, whether for nonpayment and/or at the User's request. Payment of all service charges and fees must be received by 4:00 pm of the regularly scheduled work day in order to

have water service reconnected. Any reconnections performed after regular business hours, on weekends, or holidays shall be assessed an after hours premium. The User understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the User does not receive his or her billing statement within a reasonable period of time it shall be the responsibility of the User to either make payment (approximate) to the County, including account number on all checks, or to contact the County's Public Utilities Department to obtain another copy of the User's billing statement or to acquire a current account balance due to the County, at which time the User shall make payment in full.

The above referenced penalties and service charges may be appealed by the User, in writing, if so desired. To do so, the User must submit a completed Water Users Appeal form to the Public Utilities Customer Service Department. Upon receipt, the form shall be reviewed by County staff. A decision shall be rendered within fifteen (15) working days to the User. This decision shall be final.

TERMS SPECIFIC TO THE USER AS A PROPERTY OWNER

Property Owners whose property directly abuts a right-of-way or utility easement where County water is available: The Property Owner hereby grants to the County, its successors and assigns, a perpetual easement in, over, under and upon the Property Owner's land at such point as a water service connection is made by the County, or by a NC-licensed utility contractor, and five (5) feet in all directions therefrom for the exclusive purpose of water service line connection to the public water supply system of the County including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes.

The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the meter and extend to the dwelling or point of use. Each User shall have a separate and distinct service connection to the County's public water supply system with a meter supplied by the County at the User's expense. The County shall have final authority in determining the location of a service line connection to its public water supply system. The service line shall typically connect with the County's public water supply system at the nearest point of use by the User, provided the County has determined, in advance, that the system is of sufficient capacity to permit delivery of water at that point.

Property Owners whose property does not directly abut a right-of-way or utility easement where County water is available: The Property Owner understands and agrees that a service line connection to the County water system may involve crossing multiple parcels under different ownership, long distances, variations in available pressure within the service line, and other issues that may arise with a service connection of this nature. The County will install a service lateral and water meter at the right-of-way or utility easement line for connection by the Property Owner. The County will not be responsible for any design issues or private agreements between the Property Owner and adjacent parcel owners incidental to a connection of this nature.

The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the meter and extend to the dwelling or point of use. Each User shall have a separate and distinct service connection to the County's public water supply system with a meter supplied by the County at the User's expense. The County shall have the final authority in determining the location of a service line connection to its public water supply system. The service line shall typically connect with the County's public water supply system at the nearest point of use by the User, provided the County has determined, in advance, that the system is of sufficient capacity to permit delivery of water at that point. Service lines shall not be installed within a right-of-way or utility easement in a parallel manner.

In addition to other responsibilities herein, ALL PROPERTY OWNERS are responsible for the following: obtaining any easements necessary for a service line from the meter to the dwelling or point of use; properly sizing the water line from the meter to the dwelling or point of use; and ensuring that no illegal taps are placed on the service line.

The Property Owner also agrees to install and maintain, at his or her own expense, a pressure regulating device, if deemed necessary by the Property Owner or as described in the International Code Council Code, on the Property Owner's system and a mechanical means by which to isolate the Property Owner's system shall be installed on the Property Owner's system. The Property Owner may have a meter for irrigation purposes. Irrigation meters shall be installed according to County specifications and shall have an approved backflow prevention device that shall be inspected at regular intervals per NC Department of Environment and Natural Resources requirements at the expense of the Property Owner. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the County.

If the Property Owner has an existing service connection with a pressure regulating device, a mechanical isolation device, and a dual check valve on the County's side of the meter maintained in a "customer box", the County shall continue to maintain said devices, but the Property Owner shall pay for a premise visit (See rate schedule in force at the time of request) each time County service personnel

are requested to perform work in the "customer box". If any or all of these devices fail, the County shall remove said devices, except the dual check valve, and it shall be the Property Owner's responsibility to relocate said devices, except the dual check valve, if required, to the Property Owner's system, at the Property Owner's expense. The County reserves the right to remove all pressure regulating devices and service isolation devices, located within the "customer box" on the County's side of each and every service connection. The County shall continue to maintain the dual check valve located on the County's side of the service. The County shall notify each affected Property Owner prior to this removal process.

The Property Owner agrees that no other present or future source of water shall be connected to any water lines served by the County's public water supply system and the Property Owner shall disconnect from any present water supply prior to connection to and switching to the County's system and shall eliminate any present or future cross-connection in the Property Owner's system. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the County, until which time the cross-connection(s) is eliminated.

The Property Owner shall connect Property Owner's service line to the County's public water supply system. Service shall not commence until the Property Owner receives an approved final plumbing and/or building inspection by the appropriate building inspections office within the County. Upon receipt of said final approval the User shall commence to use water from the County's system on the date that the water is available to the User by the County. Water charges to the User shall commence on the day that the service is made available, regardless of whether or not the User connects to the system.

The Property Owner shall pay a Base Service Charge to be billed directly to the Property Owner each month the service location has a meter in place in the meter box. If property is vacated by a renter, the owner of the property shall resume responsibility for utility charges upon the earlier of: (1) Renter/property manger's notice to vacate the premises; (2) Notification by the property owner that the property is vacant; or (3) The date the County determines that the premises are unoccupied.

TERMS SPECIFIC TO THE USER AS A RENTER

The Renter certifies that there is in place a service line, extending from the County's water line to the premises to be served, of sufficient capacity and construction to permit delivery of water to the premises.

The Renter agrees that he or she shall permit no other source of water to be connected to the water lines served by the County's public water supply system and shall not permit any present or future cross-connection in the Renter's system. The Renter further agrees to not permit the connection or extension of the service line to another for the purpose of supplying that location water. Any Renter found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the County, until which time the cross-connection(s) is eliminated.

I, the User, agree to pay BRUNSWICK COUNTY PUBLIC UTILITIES monthly or bimonthly charges for water usage as computed by the rate schedule in force at the time of usage and all connection fees in force at the time of connection, at the discretion of the County:

In WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20____.

SERVICE LOCATION ADDRESS

User is: Owner Renter

County of Brunswick: _____

Signature of User: _____

Print User's Name: _____