



COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT

SEWER 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 Sewer Collection System, hereinafter referred to as "User".
(print name)

WITNESSETH

WHEREAS, the User desires to purchase sewer service from the County and to enter into a Sewer 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 sewer service as User requires in connection with the User's occupancy of the premises.

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 sewer service 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. Where applicable, the User also agrees to pay the power bill for wastewater pumps or controls on the User's property. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County.

The User agrees to connect to the County's water system immediately, or if water service is not currently available, to connect to the County's water system at the first opportunity when service is made available and to pay such water rates and fees in force at the time application is made. Sewer usage amounts for Sewer Users connected to the County's water system shall be based on water usage. Sewer usage amounts may be reduced for water usage metered by an irrigation meter that does not enter the sewer system. Sewer Users not connected to the County's water system agree to connect a County-supplied water meter to their well and agree to grant access to County personnel to the meter. Water meter deposit fees shall apply. The User agrees to be responsible for and bear the cost of any necessary plumbing adjustments for installation of a water meter. The meter may be installed downstream of any irrigation lines that do not direct flow to the sewer system. In the event service is terminated, either voluntarily by the User, or by the County for cause, the water meter 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 determine the allocation of sewer to the Users in the event of sewer capacity shortage; and may shut off water and/or sewer service to a User who allows a connection or extension to be made off his or her service line for the purpose of supplying sewer service to another user. Any User found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County.

The User shall be billed periodically by mail, either US Postal Service (USPS) 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 water and/or sewer service is subject

to disconnection. A Premise Visit Charge shall be assessed to the User's account for water and/or sewer service disconnection. A reconnection charge shall then be applied to the User's account for reconnection of water and/or sewer service, whether for nonpayment and/or at the User's request. Payment of all service charges and fees must be received by 4:00 p.m. of the regularly scheduled workday in order to have water and/or sewer 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 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 Sewer Users Appeal form to the Public Utilities 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

Wastewater may not be directed into the Sewer Collection System until the Property Owner receives an approved final plumbing and/or building inspection by the appropriate building inspections office within the County and the County Sewer Collection System is available for use. The User shall commence to use an available County Sewer Collection System immediately upon receipt of said final approvals by the appropriate building inspections office and execution of a Sewer Service Agreement. Once a Sewer Service Agreement has been executed by the User, sewer charges 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 agrees that no other present or future source of sewer shall be connected to any sewer lines served by the County's public Sewer Collection System. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County, until such time the illicit connection is eliminated.

The County shall install, at the Property Owner's expense, a service connection from a sewer main or a vacuum sewer pit located in the right-of-way to the property line (or easement line if the main is located in a designated utility easement). This portion of the service shall terminate with either a cleanout for gravity services or a shutoff valve and valve box for 2" or smaller force main grinder pump services. The County shall own and maintain this portion of the service as indicated on the County standard details and shall have exclusive rights to use of the sewer cleanout and/or shutoff valves on this portion of the service line. The portion of the service line on private property and not within a designated utility easement shall be treated as follows:

Gravity Service Lines on Private Property Outside of a Designated Utility Easement

The portion of gravity service lines, including those tributary to a vacuum pit, on private property shall be installed and maintained by the property owner at his/her own expense. Typically, the first sewer cleanout from the public Sewer Collection System designates the division of responsibility with responsibility from the first cleanout to the dwelling, or point of use, being the Property Owner's. In the event that a vacuum pit is installed on private property, the Property Owner is responsible for the entire portion of the gravity service line serving the parcel that the vacuum pit is installed on. In the event that an adjacent property is served by the same vacuum pit, a cleanout will be installed at the property line of the other parcel(s) to be served and the portion of the service line from the vacuum pit to the adjacent property will be maintained by the County.

Owner-Permitted Commercial 2" or Smaller Force Main Grinder Pump Service Lines on the Property Owner's Side of the Shutoff Valve and Valve Box

Commercial 2" or smaller force main grinder pump services and associated pump stations (other than select commercial installations per County Rules and Regulations) on the Property Owner's side of the shutoff valve and valve box shall be permitted, installed, and maintained by the Property Owner at his/her own expense in accordance with Brunswick County and North Carolina regulations. The Property Owner hereby grants to the County, its successors and assigns, a perpetual utility service line easement in, over, under and upon the Property Owner's land for the purpose of installing a valve box adjacent to the right-of-way to house a check valve and shutoff valve. The service line easement shall extend a distance of fifteen (15) feet in all directions from the valve box, service line(s) and other appurtenances.

Residential and County-Permitted Commercial 2" or Smaller Force Main Grinder Pump Service Lines on the Property Owner's Side of the Shutoff Valve and Valve Box

Select commercial (per County Rules and Regulations) and residential 2" or smaller force main grinder pump services and associated pump stations on the Property Owner's side of the shutoff valve and valve box shall be installed and maintained by the County at the expense of the Property Owner. The County shall install and maintain a check valve and shutoff valve in a valve box on the Property Owner's side of the service line immediately adjacent to the property line. Costs for repairs/replacements to the service line on the Property Owner's side of the valve box shall be borne by the County through the County Grinder Pump Maintenance Plan if the Property Owner is not delinquent on any Grinder Pump Maintenance Plan fees. Property Owners subject to the Grinder Pump Maintenance Plan agree to pay the grinder pump maintenance fee as established by the County as part of the regular bill for water and/or sewer service. This fee is subject to change depending on the cost of providing this maintenance service as evaluated annually. The Property Owner shall bear the cost of repairs required due to negligence or misuse of the grinder pump station. Negligence or misuse includes violations of the Brunswick County Sewer Use Ordinance, disposing of sand, rock, gravel, metal, or any other substance that cannot reasonably be expected to be ground and conveyed by a grinder pump. Means and methods of grinder pump station repair and associated force mains are at the sole discretion of the County. Gravity sewer lines from the structure to the grinder pump station are the responsibility of the Property Owner as well as electrical connections to the grinder pump station control panel, phone lines for auto-dialers, and generators serving the individual grinder pump station. The Property Owner agrees that if the County makes gravity sewer service available that the Property Owner shall disconnect from the sewer force main and connect to the gravity system.

General

The County shall have final authority in determining the location of a service line connection to its public Sewer Collection System. The service line shall typically connect with the County's public Sewer Collection 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 sewer collection at that point. Each User shall have a separate and distinct service connection to the County's public Sewer Collection System. The Property Owner hereby grants to the County, its successors and assigns, a perpetual utility service line easement in, over, under and upon the Property Owner's land a distance of fifteen (15) feet in all directions from the service line(s) and other appurtenances for the exclusive purpose of connection to the public Sewer Collection System of the County including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes of the sewer service infrastructure inclusive of the sewer service line(s), cleanout(s), shut-off valve, valve box, vacuum pit, grinder pump station, and appurtenances, and grinder pump controls, as required. The Property Owner acknowledges and agrees that the County may install service lines on their property to serve adjacent properties.

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 manager'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 sewer main to the premises to be served, of sufficient capacity and construction to permit acceptance of sewer from the premises.

The Renter agrees that he or she shall permit no other source of sewer to be connected to the sewer lines served by the County's public Sewer Collection System and shall not permit any present or future illicit connections 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 sewer. The Renter agrees to not dispose of sand, rock, gravel, metal, or any other substance disallowed by the Sewer Use Ordinance into the sewer system. The Renter acknowledges that the cost of repairs due to negligence or misuse of the sewer system, including grinder pump station repairs shall be billed by the County to Renter. Any Renter found to be in noncompliance with these Rules and Regulations may have water and/or sewer service terminated, if deemed necessary by the County, until such time the Renter becomes compliant with applicable rules and regulations.

I, the User, agree to pay BRUNSWICK COUNTY PUBLIC UTILITIES monthly or bimonthly charges for sewer 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 ADDRESS:

BILLING ADDRESS (if different from Service Address):

User is: Owner Renter

County of Brunswick: Sheri Hewitt

Signature of Primary User: _____ Signature of Secondary User: _____

Print Primary User's Name: _____ Print Secondary User's Name: _____

Daytime Phone #: _____