**WAKE COUNTY UTILITY MAIN**

 **REIMBURSEMENT CONTRACT**

**NORTH CAROLINA**

This **Utility Main** **Reimbursement Contract** is made by and between the **City of Raleigh**, a North Carolina municipal corporation (the “**City**”) and , a North Carolina Corporation (the “**Developer**”), whose principal place of business is Insert company address, city, state, zip.

**W I T N E S S:**

**Developer** has made written application pursuant to **City of Raleigh** **Municipal Code** **§8-2061** to the **City** for the privilege of extending and connecting utility mains or outfalls (12” or over) in conformity with the **City’s** **Utility Main Policy** contained in **§8-2091**.

Permit #Insert City of Raleigh Water/Sewer Permit number (Insert project name) dated Insert date of approval was issued by the **City** to the **Developer** to connect with the **City's utility system** located Insert location of project relative to streets or major intersections for an extension of Insert linear footages and materials of water/sewer pipe being installed (the “Project”). Upon completion and acceptance of the installations, as documented in the approval letter attached as Exhibit 1 hereto, the same shall become the property of the **City** without compensation to the **Developer** except as herein prescribed.

The **Developer** has agreed to procure rights-of-way in favor of the **City** over private property and without cost to the **City** through which any of said lines may run with such widths and such privileges of access to said installations as prescribed by the **City’s Public Utilities** **Department**.

No **Utility Main** **Reimbursement Contract** shall be executed until such time as the **main trunk or interceptor facilities are operational per City of Raleigh Municipal Code §8-2094**.

# REIMBURSEMENT TO THE DEVELOPER

1. The reimbursable cost of the installations and the amount for this **Utility Main Reimbursement Contract** is Insert amount of reimbursement. The **Date of Acceptance** as certified by the **Public Utilities Department** isInsert date of acceptance. The reimbursable amount is calculated based on the prevailing reimbursement rate on the **Date of Acceptance**.
2. The right to payment(s) by the **City** pursuant to this **Utility Main Reimbursement Contract** may be assigned by the **Developer** to a third party (the “**Developer’s Assignee**”) with the express written consent of the **City**. If the Developer desires to assign such payment(s), the Developer shall submit a completed, executed and notarized Assignment Form, the form of which is attached hereto as Exhibit 2.
3. Payment by the **City** to the **Developer** or to **Developer**’s **Assignee** does not relieve the **Developer** of **Developer’s** obligation to provide to the **City** a one-year warranty on the line(s) pursuant to **City of Raleigh Municipal Code § 8-2071**.

# GENERAL PROVISIONS

4. That obligations of the **City** under any **Utility Main Reimbursement Contract** made pursuant hereto, shall, notwithstanding any other provision contained herein or in said **Contract**, terminate at the expiration of ten years from the **Date of Acceptance** of the installations for which this **Utility Main Reimbursement** **Contract** is executed per **City of Raleigh Municipal Code** §**8-2095(b)**.

5. No person, firm or corporation may extend the installations put in by him pursuant to contract except upon application for such extension and the execution of a new contract with respect hereto.

6. The **City** reserves the right to permit or deny any persons, firms or corporations to connect to sewer or water lines installed by the **Developer**. By the execution of this **Utility Main Reimbursement** **Contract,** the **Developer** agrees that if connection with said lines may not be conveniently made without passing across the **Developer’s** property, the **Developer** will execute the reasonable necessary easements to permit the persons, firms or corporations desiring to connect with said lines to do so. Failure to provide said easements should cause a forfeiture of the benefits to the **Developer** under this **Contract** at the option of the **City Council**. Subdivision maps shall show the location and dedication of such easements when possible.

7. All of the reimbursement payments from the **City** shall be subject to the provisions of the **City of Raleigh** **Municipal** **Code** relating thereto, including forfeiture of reimbursement provisions stated in the **Code**.

8. Any payment to the **Developer** made pursuant to this **Utility Main Reimbursement Contract** shall be deemed paid when placed in the United States Mail with appropriate first class postage and addressed as follows:

Insert company name

Insert company street address

Insert company city, state, zip

It is the responsibility of the **Developer** to notify the **City** of any change of **Developer’s** address or substitute payee pursuant to Paragraph 3. above.

9. Developer and City agree that the payment by City to Developer pursuant to Paragraphs 1 and 8 of this Utility Main Reimbursement Contract constitutes full and final payment by City to Developer for the the Project.

10. All matters relating to this **Utility Main Reimbursement Contract** shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

11. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Utility Main Reimbursement Contract or its performance. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Utility Main Reimbursement Contract. This provision is incorporated into the Utility Main Reimbursement Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Utility Main Reimbursement Contract.

12. The terms and certifications of Exhibit 3 attached hereto are incorporated herein by reference.

*[This space is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Utility Main Reimbursement Contract by digital signature, under seal, on the respective dates below, and this Utility Main Reimbursement Contract shall be effective upon the date of the City’s signature (the “Effective Date”).

|  |  |
| --- | --- |
| DEVELOPER: | CITY: |
|  |  |
| [Keywords] | CITY OF RALEIGH |
|  | a North Carolina municipal corporation |
|  |  |
| By:  | By:  |
| \s1\ | \s4\ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | Signature |
|  | Michael Moore |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name | Name |
|  | Assistant City Manager |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title | Title |
|  | City Manager Office |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Department |
| \d1\ | \d4\ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date of Signature | Date of Signature |
|  |  |
|  |  |
|  |  |
|  | ATTEST: |
|  | \s5\ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) |
|  | City Clerk (or designee) |
|  |  |
|  |  |
|  |  |
|  | This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.\s3\\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Chief Financial Officer (or designee) |

**Exhibit 1**

**Acceptance Letter**

**Exhibit 2**

**Assignment of Payment Form**

By the execution of this form and submission to the **City**, [*insert name of Developer*] or “**Developer”** does hereby assign the right to payment of the proceeds due by the **City** to the **Developer** under this **Utility Main Reimbursement** **Contract** #\_\_\_\_\_\_\_\_\_\_\_, as of the dated stated below to the following individual or company:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of business entity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State and Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative’s name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DEVELOPER**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibit 3**

**Certifications**

With reference to the forgoing Agreement, the parties agree to the following:

E-VERIFY

To the extent applicable, the parties shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S §64-25 et seq. In addition, to the best of the parties’ knowledge, any subcontractor employed by the parties as a part of this agreement shall be in compliance with the requirements of E-Verify and N.C.G.S §64-25 et seq.

IRAN DIVESTMENT ACT CERTIFICATION

To the extent applicable, parities certify that, as of the date of execution of the agreement, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S §147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S §147-86.59, parities shall not utilize in the performance of the engagement any subcontractor that is identified on the Final Divestment List.

Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.