**STATE OF NORTH CAROLINA WAKE COUNTY**

# CONTRACT FOR SEWER SERVICE

THIS CONTRACT is entered into by and between      ,hereinafter referred to as the “Customer”,

“Owner”, or “Account Holder” and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the Customer is the owner of a residential property located at       which is located outside of the corporate limits of the City, and which is described on Exhibit A (the “Property”); and

WHEREAS, the Customer desires sewer-only service from the City pursuant to the Cit’s Sewer-Only-Account Management Policy; and

WHEREAS, the City has determined based on information provided by the Customer’s licensed professional that the Customers septic system cannot be reasonably repaired or replaced and that the Property is not within 100 feet of an existing line for water service by the City; and

WHEREAS, while the City is not required to serve the Property with water or sewer service, the City is agreeable to permitting the Customer to connect to the City’s sewer system without connecting to the City’s water system on the terms and conditions of this Contract; and

WHEREAS, the City Council, by resolution, has agreed to enter into a Contract for Sewer Service with the Customer in accordance with the terms and conditions as set forth herein; and

WHEREAS, the Customer has agreed to abide by the terms and conditions of this Contract for Sewer Service as set forth herein.

NOW THEREFORE, in consideration of sums to be paid by Customer, and other good and valuable consideration, the Customer and City do contract and agree as follows:

## CITY’S RIGHTS AND RESPONSIBILITIES

* 1. City agrees to provide Customer with sewer service unless and until Customer violates the terms and conditions of this Contract, including but not limited to, failure to make timely payments for service and other fees and charges arising under this Contract for Services.
	2. City agrees to refund to Customer any monies remaining in the deposit upon termination of the account established in conjunction with this Contract.
	3. The City agrees to release Customer from this Contract for Sewer Services, upon request by Customer, after the Customer has connected to City water service.
	4. The City reserves all rights and remedies at law to enforce the terms of this Contract, including but not limited to the State’s debt setoff program.

## CUSTOMER’S RESPONSIBILITIES

* 1. Customer agrees to file a petition to the City for voluntary annexation of the Property. Customer further agrees that in the event of annexation of the Property by the City, the City has no obligation to make water service available to the Property; however, at such time as City water service becomes available to the Property, the Customer shall connect to the City’s water system pursuant to the terms of this Contract.
	2. Customer warrants that there is only one residential unit on the Property and that the Customer shall not construct any more residential units on the property.
	3. Customer agrees to pay all fees and charges for sewer service as required by this Contract and all applicable laws, ordinances, and resolutions including, but no limited to the Raleigh Water Fee Schedule. Customer agrees to pay all fees and charges for sewer service at the rate for Customers located outside of the City.
	4. **CUSTOMER AGREES THAT FAILURE TO PAY THE SEWER CHARGES AND OTHER FEES AND CHARGES IMPOSED BY THE CITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT PROVIDES GROUNDS FOR TERMINATION OF SEWER SERVICE.**
	5. Customer agrees to comply with all rules and policies created or amended by the City or its agents for sewer service.
	6. Customer agrees to deposit with the City an amount equal to three (3) years of sewer services charges prior to the installation of sewer service (the “Deposit”). Customer agrees that the deposit shall be applied by the City to any unpaid sewer service fees and/or charges related thereto, or any fees or charges which may arise because the Customer has violated the terms and conditions of this Contract.
	7. Customer agrees to connect to the City’s sewer system in accordance with City Code, the Raleigh Public Utilities Handbook and any applicable state rules and regulations.
	8. **CUSTOMER AGREES THAT ANY UNPAID SEWER SERVICE FEES AND/OR OTHER CHARGES ARISING UNDER THIS CONTRACT WILL BE A LIEN ON THE PROPERTY FOR WHICH SEWER SERVICE IS PROVIDED. CUSTOMER WILL NOTIFY ANY SUBSEQUENT PURCHASER OF THE PROPERTY THAT SUCH LIEN EXISTS AND IS PAYABLE TO THE CITY. CUSTOMER SHALL RECORD THIS CONTRACT IN THE APPROPRIATE REGISTER OF DEEDS OFFICE LOCATED IN THE COUNTY WHEREIN THE REAL PROPERTY IS LOCATED WITHIN TEN (10) DAYS OF THE CITY’S EXECUTION OF THIS CONTRACT AND PRIOR TO ANY TRANSFER OF THE PROPERTY BY THE CUSTOMER TO A THIRD PARTY. CUSTOMER SHALL PROVIDE A COPY OF THE CONTRACT BEARING THE RECORDATION STAMP BY THE REGISTER OF DEEDS TO THE CITY WITHIN TEN**

**(10) DAYS OF ITS RECORDATION.**

* 1. Customer agrees that failure to make payment and resolve a delinquent account will bar the Customer from opening a new utility service account with the City until the delinquency has been satisfied.
	2. Customer agrees to pay expenses of collection, including attorney’s fees, collection agency fees, court costs and interest, should it become necessary to use such measures to collect charges to the Customer’s account.
	3. Customer agrees not to damage or injure City-owned property used to provide services pursuant to this Contract and to pay for any loss, damage or injury to City-owned property or personnel shown to be arising from or caused by the negligence or willful conduct of the Customer, his/her invitees, agents, employees, assigns, or others under his/her control.
	4. **CUSTOMER AGREES TO CONNECT TO THE CITY WATER SYSTEM AT THE CUSTOMER’S EXPENSE INCLUDING PAYMENT OF ALL PREVAILING CONNECTION FEES AND ASSESSMENTS WITHIN 12 MONTHS OF WATER SERVICE BEING AVAILABLE AT, OR WITHIN, 100 FEET OF THE PROPERTY. CUSTOMER FURTHER AGREES THAT FAILURE TO COMPLY WITH THIS CONDITION IS GROUNDS FOR TERMINATION OF SEWER SERVICE.**
	5. **CUSTOMER AGREES TO EITHER VACATE THE PREMISES OR TO PROVIDE LAWFUL DISPOSAL OF SEWAGE IF THE CITY DISCONTINUES SEWER SERVICE TO THE PROPERTY FOR FAILURE OF THE CUSTOMER TO ABIDE BY THE PROVISIONS OF THE CITY CODE OR THIS CONTRACT.**
	6. **CUSTOMER AGREES TO NOT RELEASE SEWAGE OR OTHER LIQUID DOMESTIC WASTE INTO THE OPEN ENVIRONMENT.**
	7. The term “Customer” means the fee title owners of the property. The fee title owners must inform any prospective purchaser occupying the property, of the requirements of this Contract. To qualify for service under the terms of this Contract, a new fee title owner becomes the “Customer” only after making application for a sewer service account with the City in the name of the fee title owner.
	8. Customer agrees to provide notice of this Contract to any subsequent purchasers of the Property. Any subsequent purchaser of the Property must independently qualify for and enter into a Contract for Sewer Service with the City.
	9. Customer agrees that City employees responsible for enforcement of the City Code provisions and the terms of this Contract have the right of access to the Customer’s premises at all reasonable times for the purpose of installing, inspecting or repairing water/sewer mains or other equipment used in connection with its provision of water/sewer service, for the purpose of removing its Property and disconnecting lines, and for all other purposes necessary to the operation of the City’s utility system.
	10. If the City must use the State’s debt setoff program to collect any of Customer’s debt under this Contract, Customer agrees to pay all fees associated with the City’s use of the debt setoff program.

## ASSIGNMENT

Customer shall not assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the City.

## APPLICABLE LAW

All matters relating to this 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 Contract shall be Wake County Civil Court or the United States District Court for the Eastern District of North Carolina, Western Division.

## ENFORCEMENT AFTER TERMINATION OF SERVICES

Customer agrees that the legal obligations established by this Contract survive the termination of sewer service by the City and that the City may enforce the terms of this Contract after sewer service has been terminated.

## NONDISCRIMINATION AGREEMENT

* 1. 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 Contract or its performance.
	2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the 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 Contract.

IN WITNESS WHEREOF, the Customer has executed the foregoing with the signature of Customer, under seal, and the City has executed with the signature of (the Raleigh Water Director or his designee), the day and year written.

**CUSTOMER**:  **DATE:**

*(Signature)*

**STATE OF NORTH CAROLINA COUNTY OF WAKE**

I, the undersigned Notary Public for County, North Carolina, do hereby certify that **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal, this the day of , 20 .

(Official Seal)

*Official Signature of Notary*

My Commission Expires:

**CITY:**

**CITY OF RALEIGH, NORTH CAROLINA**

By:

 **\_\_\_\_\_\_\_\_\_\_\_\_**

*(Raleigh Water Director or Designee)*

Date of Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20

# EXHIBIT A

(DESCRIPTION OF PROPERTY AS SEEN ON CURRENT DEED FOR PROPERTY)

Real Estate ID#:

Parcel Identification #:

Property Address:

# EXHIBIT B & ETC.

SCREEN SHOT OF EASEMENT THAT PROPERTY IS TO CONNECT TO

OTHER EXHIBITS CAN INCLUDE: PRIOR DOCUMENTATION FROM CITY OR RECORDED DOCUMENTS GRANTING PERMISSSION FOR PROPERTY TO CONNECTION TO CITY OF RALEIGH SANITARY SEWER SYSTEM