

Beaufort-Jasper Water and Sewer Authority

Residential Sewer Installation, Maintenance and Easement Agreement

STATE OF SOUTH CAROLINA)

) AGREEMENT

COUNTY OF BEAUFORT)

This Agreement is made and entered into by and between Beaufort-Jasper Water & Sewer Authority, (hereinafter referred to as BJWSA) and _____
(hereinafter referred to as "Owner") whose service address is: _____.

WITNESSETH:

A. That, BJWSA has been awarded a grant by the South Carolina Rural Infrastructure Authority (SCRIA) that specifically provides for the extension of public sewer facilities owned by BJWSA. Pursuant to BJWSA's Sewer Use Ordinance, existing water services are required by BJWSA as a condition of sewer service to serve the property parcel located within the Alljoy Phase 1 area as identified on the attached Map (Exhibit A). BJWSA shall not, as part of this Contract, extend water service to existing property owners.

B. Definitions of Sewer Assets:

1. Sewer assets shall mean the grinder pump station and the sewer service lateral that extends from the grinder pump station to the sewer force main located in the public right of way or located within the easement for the Owner's property.

C. In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto, for themselves and their respective successors and assigns, do agree with each other that BJWSA shall be responsible for the extension of public sewer facilities to the parcel as identified in Paragraph D and the installation, operation, maintenance, and repair, as provided herein, of sewer system assets to serve the parcel owned by the Owner (hereinafter "onsite sewer assets") and connecting the assets to BJWSA's public sewer system.

D. The sewer assets to be installed on the Owner's parcel shall be designed and constructed to comply with the design and construction standards adopted by the BJWSA Board of Directors.

E. The sewer assets will be installed to serve that certain parcel of land located at:

_____ (street address)

_____ (subject property number)

Beaufort (County).

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- F. As part of this project, BJWSA will be responsible for decommissioning the existing septic tank located on the parcel identified herein in compliance with any such mandates as set forth by the South Carolina Department of Environmental Services (DES), formerly South Carolina Department of Health and Environmental Control (SCDHEC). Decommissioning shall generally mean cutting and capping the existing connection to the tank, disposing of all contents from the septic tank, drilling the bottom of the septic tank, and filling the tank with Class B backfill.
- G. Owner agrees that onsite sewer assets installed by BJWSA shall be for the current zoned use only. In the event the parcel in question has a change in zoning, Owner will need to comply with all BJWSA regulations, policies and procedures at its own expense in order to change the connection to the BJWSA sewer system as a result of the zoning change.
- H. Owner agrees that if at any time in the future additional structures requiring public sewer services are added to the parcel the Owner shall request availability of services from BJWSA, and Owner shall be responsible for all fees and costs associated with upgrading or installing on site sewer assets per BJWSA's regulations, policies and procedures.
- I. Owner agrees that it is his/her responsibility to perform any routine inspections needed to ensure sewer facilities, including cleanouts required when multiple structures are present, are functioning and in good working order; and to report any deficiencies or alarms to BJWSA immediately at 843-987-9200.
- J. BJWSA, or its agents, shall be responsible for installing the onsite sewer assets on the Owner's property relative to the SCRIA Grant Project only. The location of the sewer assets shall be depicted on the Easement Drawing (attached as Exhibit C).
- K. BJWSA, or its agents, shall install, inspect, operate, maintain, repair, and replace the onsite sewer assets described above, as provided herein. Such services are more specifically defined as follows:
 - 1. Sewer Pump Station Wet Well (including required cleaning)
 - 2. Sewer Pump Station Valves and Fittings
 - 3. Sewer Pump Station Level Controls
 - 4. Sewer Pump Station Pumps
 - 5. Sewer Pump Station Pressurized Service Lateral Connection to the Low-Pressure Shared Sewer Force Main
 - 6. Electrical System (Extension of electrical service from a separate disconnect switch on the side of the building within a direct line of sight of the grinder pump station location designated by the Owner to the control panel at the pump station)

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L. Repair Costs:

1. If property Owner is current with payment within 60 days on its water and sewer utility billing account, BJWSA, at its cost, will repair or replace the above items damaged by normal wear and use, as provided herein.
2. The Owner will be responsible for damages caused by negligence on the part of the Owner or Owner's representatives, to include but not limited to guests, family members, or any other person or persons on Owner's property, acts of nature which are beyond the control of BJWSA, and for any damage caused by any party other than BJWSA. It is strictly forbidden to deposit, pour or flush objectionable waste, including but not limited to, paints, fats, oils, flammables, toxic chemicals, corrosives, bio-medical waste, wipes etc. into the onsite sewer assets, and BJWSA will not be responsible for the cost of any such repairs resulting therefrom. BJWSA reserves the right to effect such repairs and then bill the Owner for the cost of these repairs. Owner will immediately notify BJWSA of any damage, equipment failure, alarms, or other indication of malfunction regardless of cause.
3. The Owner, at Owner's cost, will maintain the service line(s), which BJWSA has installed pursuant to this Agreement, from Owner's house or building to the grinder pump station wet well. BJWSA, at its cost, will maintain the piping from the grinder pump station to the sewer force main.
4. BJWSA shall be responsible for extending power service from a power supply designated by the Owner to the grinder pump station location and then terminating the extended power service with an external permanent disconnect adjacent to the grinder pump station control panel. All wiring and electrical components shall be approved by BJWSA prior to installation. BJWSA shall ensure that the extension of electrical power will be installed by a licensed electrician, and permitted, inspected, and approved in accordance with the appropriate County Building Code. The entire installation shall be inspected and approved by BJWSA and the County prior to placing the assets into service. The Owner shall be responsible for and pay all power bills associated with the operation of the onsite sewer facilities.
5. Owner hereby grants BJWSA a permanent Easement over and upon Owner's Property to install, inspect, operate, maintain, repair and/or replace the onsite sewer assets and Owner hereby agrees to indemnify and hold BJWSA and its representatives harmless for any loss of use or damage resulting from the failure of the onsite sewer assets as the result of any cause whatsoever or from efforts of BJWSA to inspect, operate, maintain, repair, or replace same. The access granted under this Easement shall be unobstructed (obstructions to include, but not limited to locked gates, animals running free, fencing, mailboxes, inoperable vehicles, shrubbery, etc.) and, further, the Easement area shall include a five-foot (5') buffer around all infrastructure assets installed under this Agreement. Failure on the Owner's part to remove any obstructions identified during future inspections or maintenance shall result in immediate termination of services and/or other action as deemed appropriate by BJWSA.
6. The Owner, by virtue of the signature below recognizes and acknowledges that he/she must comply with all BJWSA policies and procedures that are related to the Alternative Sewer

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System. In the event the Owner, or anyone acting on his/her behalf, fails to comply with the BJWSA policies and procedures related to the Alternative Sewer System, to include those developed subsequent to the signing of this Agreement, such failure to comply shall be grounds for termination of this agreement with all resulting costs, expenses and fees associated with the damages incurred as a result of the failure or the costs associated with the termination shall be accessed against the Owner.

7. The Owner further agrees to comply with the water and sewer use rules and regulations of BJWSA, a copy of which is available on the BJWSA website, to wit: www.bjwsa.org, , which now exist and as may be amended in the future in conjunction with the terms and conditions of this Agreement, and Owner fully understands and agrees that failure to do so may result in termination of service and/or other action as deemed appropriate by BJWSA. Also, the Owner agrees to notify future owner(s) of the property that this Residential Water and Sewer Installation and Maintenance Agreement has been properly recorded at the Beaufort County, South Carolina, Register of Deeds Office.
 8. Until the development of other public wastewater collection systems renders the onsite sewer assets unnecessary, or service is discontinued to the property, the Owner understands that this Agreement will remain in full force and effect and that it shall be conveyed with the property.
 9. In the event service is discontinued for any reason whatsoever and a request for reconnection is received, the Owner shall pay all costs associated with the reconnection and start-up (to include all components previously mentioned in this Agreement) Additionally, after a discontinued service, Owner shall enter into a new Agreement with BJWSA at the time of reconnection.
 10. When BJWSA is alerted to a problem with the onsite sewer assets by the Owner, BJWSA will inspect and test the assets in the event of a hydraulic, mechanical, or electrical malfunction in order to define and correct the cause of any problem(s). If the malfunction occurred due to normal wear and use, repairs will be made in accordance with Section L herein, and repairs will be covered by the Monthly Service Rate stipulated in this Agreement. If it is determined that the malfunction is a result of Owner and/or third-party negligence in accordance with Section L, such services and/or parts will be billed at cost to Owner, plus an hourly or flat rate for labor and equipment used in the repair effort as established in BJWSA's current Ancillary Charges, plus any actual cost of materials or parts not included in BJWSA's current Ancillary Charges (including shipping and taxes, if any). The Owner shall cause the bill to be paid within thirty (30) days from the date of invoice. If the Owner does not pay this bill in full, BJWSA may pursue any legal remedies available, to include but not limited to the termination of all water and sewer services to the Customer. Additionally, Owner will be responsible for all attorney fees and all costs incurred by BJWSA in pursuit of any such legal remedy. Sewer and/or water service may also be terminated if payment of all charges is not made in a timely manner.
- M. In consideration of, and as compensation for, the services to be furnished under this Agreement for the onsite sewer assets, the Owner agrees to pay BJWSA a Monthly Service Rate for water service, sewer service and the grinder pump maintenance fee as adopted by the BJWSA Board of Directors

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and published in the BJWSA schedule of rates, fees, and charges, in addition to normal sewer processing fees, or such amount as may be established by BJWSA.

N. Recording and Termination:

1. This Agreement will be duly recorded in the Office of the Beaufort County, South Carolina, Register of Deeds by BJWSA and shall run with the land.
 2. This Agreement may be terminated by BJWSA in the event the SCRIA Project does not move forward, or the parcel listed in Paragraph E is removed from the Project.
 3. This Agreement may be terminated by BJWSA for any failure of the Owner to comply with BJWSA policies and procedures associated with the Alternative Sewer System and/or water and sewer use rules and regulations;
 4. This Agreement may be terminated by BJWSA for failure of the Owner to timely pay any and all fees and charges incurred under this Agreement.
- O. BJWSA shall commence performing the aforesaid services upon execution of this Agreement, pursuant to the construction schedule as set forth in the SCRIA Agreement in addition to the operational approval of the onsite sewer assets by BJWSA and SCDES, and compliance with all other requirements of BJWSA as applicable. This Agreement shall be recorded by BJWSA in the Beaufort County, South Carolina, Register of Deeds Office, and shall inure to and be and binding upon the parties hereto and their respective heirs, successors and assigns.

(Signatures appear on following pages)

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IN WITNESS WHEREOF, Owner and BJWSA have caused these presents to be executed on their behalf as of this _____ day of _____, 20____.

WITNESSED BY:

OWNER:

(signature of Witness #1)

(print name of Witness #1)

(signature of Notary Public)

(print name of Notary Public)

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness who made oath that s/he has no beneficial interest in the transaction herein, and that s/he saw the within named Owner(s), _____, sign, seal and as its/his/her/their act and deed, deliver the within Instrument, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 20____.

(Notary Public signature)

(print name of Notary Public)

Notary Public for South Carolina

My Commission Expires: _____

(Witness signature)

(print name of Witness)

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WITNESSED BY:

BEAUFORT-JASPER WATER & SEWER
AUTHORITY

(signature of Witness #1)

By: _____
(authorized signature)

(print of Witness #1)

(print name)

(signature of Notary Public)

Its: _____
(print title)

(printed name of Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he has no beneficial interest in the transaction herein, and that s/he saw the within named Beaufort-Jasper Water & Sewer Authority by **VERNA ARNETTE**, its **GENERAL MANAGER**, sign, seal and as its act and deed, deliver the within written instrument, and that s/he with the other witness above-named witnessed the execution thereof.

SWORN TO BEFORE ME, this _____ day of _____, 20____.

(Notary Public signature)

(Witness signature)

(print name of Notary Public)

(print name of Witness #1)

Notary Public for South Carolina
My Commission Expires: _____

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Exhibit A

Alljoy Phase 1 Project Area Map

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**Exhibit B
(Legal Property Description)**

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Exhibit C
Easement Drawing