

SEWER USERS AGREEMENT

This agreement entered into between the Carroll County Public Service Authority, a nonprofit corporation, hereinafter call the "Authority," and

\_\_\_\_\_ customer of the Authority, hereinafter called, "Customer."

Whereas, the Customer desires to purchase sewer services from the County and to enter into a Sewer Users Agreement, as required by the rules and regulations of the County.

Now therefore, in the consideration of the following mutual covenants, promises and agreements, the parties hereto agree as follows:

1. The Authority shall furnish, subject to the limitations set out in its rules and regulations now in force or as amended such sewer service as necessary in connection with the Customer ownership of the following described property.

\_\_\_\_\_ (Street Address)  
 Tenant Name (if applicable) \_\_\_\_\_ Phone # \_\_\_\_\_

2. The Authority agrees that should any Customer sign the Users Agreement prior to the established cut-off date of the Sewer Project the Authority will waive the \$\_\_\_\_\_ connection fee to the sewer system. If the Customer does not sign the User Agreement by the established cut-off date, a connection fee of \$\_\_\_\_\_ (or current fee) will be charged at such time the connection is requested.
3. The Customer shall install and maintain at his or her own expense, a sewer line which shall be at the sewer tap (connection) and extend to the dwelling or place of use.
4. The Customer agrees to comply with and be bound by the rules and regulations of the Authority, now if force, or as developed, supplemented, or amended. The Customer agrees to pay a deposit of FIFTY DOLLARS (\$50.00) (RENTAL PROPERTY-\$75.00) to the Authority prior to the loan closing or commencement of construction whichever occurs first.
5. The Customer shall be ready for the sewer line to be connected to the Authority's collection system and shall commence to use the service on the date the service is made available to the Customers. Sewer charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system. The Customer also agrees to pay for sewer service at such rates, time and place as shall be determined by the Authority and agrees to pay imposition of such penalty items for noncompliance as are set out in the Authority's rules and regulations or which may be later adopted and imposed by the Authority.

6. For sewer customers who will be on metered water service, the sewer rates shall be based on water usage, and are as follows:

0-2000 Gallons: \$28.00 (Minimum Monthly Balance)  
All over 2000 Gallons: 8.00 per 1,000 Gallons

For sewer customers who are not now on metered water services "flat" sewer service rates will be charged as follows:

Residential Users shall be \$34.00 per month.

Residential Non-users in Mandatory Area shall be \$25.00 per month.

Non-Residential Users Rates will be negotiated in accordance with the Authority's rules and regulations at the time the sewer services are requested.

These rates may be adjusted from time to time in the future to meet the operation and maintenance and debt service expenses of the systems.

7. The Authority shall purchase and install a service connection at each service point and shall have exclusive right to use such service connection.
8. The Authority shall have the final authority in any questions of any service line to its collection system, shall determine the adequacy of capacity to serve the Customer, and will not allow any connections or extensions to be made of the Customer's service line for the purpose of supplying sewer service to another customer.
9. The Customer agrees to pay the minimum sewer bill for a period of THREE (3) YEARS from the date service is available, as long as the property is owned by the user.
10. The failure of a Customer to pay sewer charges shall result in the automatic imposition of the penalties:
  - (a) Nonpayment of charges after the due date will be subject to a penalty of 10% of the delinquent account.
  - (b) Nonpayment within SIXTY (60) DAYS from the due date will result in the Authority affecting such legal remedies as may be available for the collection of the delinquent account.
11. It is understood that the Authority's sewage system is soon to be under design and in the event it is determined the service to the Customer's property is not feasible, the Authority shall not be under obligation to provide service to the property.

WITNESS THE FOLLOWING SIGNATURES:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSA