

**CITY OF ALABASTER, ALABAMA
LOW PRESSURE SEWER USAGE AGREEMENT**

This agreement is made theday of 20.....

Between THE CITY OF ALABASTER, ALABAMA (“A municipality”) and

.....

(“the Applicant”), being the owner and / or the occupier of the property described as

(Address)

.....

.....

The “Applicant” consents to connecting to the low pressure sewer main and will accept responsibility for the connection, installation, maintenance, and ownership of the sewerage system from the connection at the origin in the building to the connection at the manhole or low pressure main cutoff.

The agreement is subject to the following terms and conditions.

1.

The Applicant warrants that the installation complies in all respects with good engineering and construction methods and all requirements of the City of Alabaster, Alabama.

2.

The Applicant acknowledges that the maintenance of their works up to and including the property boundary, open and closed rights of way, is entirely their responsibility and at their cost.

3.

The Applicant must not transfer, sell, or otherwise part with possession of the property without first giving notice in writing to the person or persons (“the new Occupants”) to whom the property is being transferred or sold or possession is being given, of the existence and substance of this Agreement. **“THIS AGREEMENT MUST BE TRANSFERRED TO THE NEW OWNER / OWNERS IF THE PROPERTY IS SOLD”**.

In the case of a lease, transfer or sale, the Applicant must not allow a new Occupant into possession of the property without including in the lease, contract for sale or any

memorandum or agreement whether verbal or in writing, a condition whereby the Purchaser agrees;

a. To be bound, and acknowledges that he is bound, by all the conditions of this Agreement (including this condition) in all respects as if he was the Applicant; and

b. To execute an agreement of the same nature and substance as this Agreement, if so required by the City of Alabaster, Alabama.

4.

The Applicant must advise the City of Alabaster, Alabama in writing of the lease, sale or transfer of the property.

5.

The Applicant also agrees that in the event of a leak, break, requirement for movement of placement, etc. that the cost associated will be the responsibility of the Applicant. Any damages will be repaired immediately by the applicant.

Clarification (Listed in Sanitary Sewer Specifications):

The City of Alabaster is only responsible for the main line, manholes, and laterals to the right of way / easement line. The Customer is responsible for all service lines, backflow valves (gravity service), check valves (low pressure service), individual grinder pumps, etc.

All Low-pressure sanitary sewer customers shall fill out a City of Alabaster low pressure sanitary sewer agreement prior to connection or service being activated. Refusal to complete a service agreement will be grounds for disconnection or refusal of service by the City of Alabaster. (Note: The City of Alabaster is not providing any type of service contract, pump repair, maintenance agreement, etc. The City of Alabaster is only allowing the owner access to the Sanitary Sewer System. The City of Alabaster will not maintain, service, repair, etc. any portion of the low-pressure system on private property.)

Failure to comply with any portion of this agreement by the applicant will allow the City of Alabaster, Alabama to disconnect the sewerage service to this facility.

SIGNED by the Applicant.....

Print Name

In the presence of:

(Signature) Witness

Print Name Witness

Address

Town / CityPostcode.....

Signed on Behalf of the City of Alabaster, Alabama

Signature.....Date.....

SPECIAL CONDITIONS (if applicable, {to be completed by the City of Alabaster, Alabama})

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