

# **UNION COUNTY WATER AND SEWER EXTENSION ORDINANCE**

## **ARTICLE 1 - GENERAL PROVISIONS**

### **1.1 General**

The purpose of this Ordinance is to provide a framework for the orderly development of water and wastewater systems to meet the growing commercial, residential, industrial, and institutional needs of Union County and to ensure that proposed extensions to the UCPW utility system will be designed and constructed in accordance with appropriate standards and procedures in order to protect the health, safety, and welfare of County residents. This Ordinance sets forth the rules and regulations for extensions to Union County's water and sewer infrastructure, and it is intended to afford sufficient flexibility to accommodate the individuality of each project while maintaining high standards and an orderly procedure. The rules and regulations established by this Ordinance are applicable to all utility contractors, engineers, developers, and others installing water and/or sewer facilities connecting to the Union County Public Works systems. These rules and regulations are designed to control the quality and overall integrity of water and sewer main extensions for which UCPW assumes operational and maintenance responsibility.

Although this Ordinance is intended to include UCPW requirements for new customers who wish to connect to UCPW's system, other regulations may be applicable. Persons planning a water or sewer system extension shall be responsible for coordinating with UCPW staff to ensure familiarity and compliance with the most current standards and procedures.

Union County reserves the right (i) to revise this Ordinance, (ii) to revise related policies, and (iii) to deny water and sewer extensions when sufficient treatment capacity is unavailable. UCPW further reserves the right to require modification to approved Water and Sewer Plans until such time as the plans are incorporated into an executed Standard Water and Sewer Services Extension Agreement in order to bring such plans into compliance with Applicable Law and the UCPW Sanitary Sewer and Water Specifications.

### **1.2 Authority**

This Ordinance is adopted pursuant to N.C.G.S. §§ 153A-275, 153A-451 and such other authority, as applicable, granted to counties pursuant to Chapter 153A of the North Carolina General Statutes. Whenever any provision of this Ordinance refers to or cites a section of the North Carolina General Statutes or North Carolina Administrative Code and that section is later amended or superseded, the Ordinance shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

### **1.3 Applicability**

This Ordinance shall apply wherever the Union County water or sewer systems are located, and it shall be followed by all persons in order to plan, reserve water or sewer capacity, construct and have accepted for service any water and/or sewer line extension to the UCPW system that is to serve any Development; provided, however, that this Ordinance shall not apply to those Developments which, as of the Effective Date of this Ordinance, are proceeding under a current and valid water or sewer construction permit issued by NCDENR. As to Developments to which this Ordinance applies, this Ordinance shall be deemed to supersede the provisions of any water and sewer extension policies to the extent inconsistent with this Ordinance. As to those Developments to which this Ordinance does not apply, the water and sewer extension policies in effect prior to the Effective Date shall continue in full force and effect; provided that if a construction permit issued by NCDENR subsequently becomes invalid for any reason, this Ordinance shall then apply to such Development.

### **1.4 – Right of Way/Easement Requirement**

No water or wastewater facilities will be installed under the provisions outlined herein and accepted for ownership and maintenance by UCPW except those in a dedicated utility right-of-way/easement or public right-of-way/easement.

### **1.5 - Ownership**

All water and wastewater infrastructure up to the point of connection (i.e. water meter and sewer cleanout), when installed and accepted by UCPW, shall become and remain the property of UCPW; and no person, by payment or charge or fee, or by any construction of facilities accepted by UCPW may acquire any interest or right in any of the facilities or any portion thereof other than the privilege of having their property connected thereto and service provided in accordance with these rules and regulations.

### **1.6 – Severability**

It is intended that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any such section, paragraph, sentence, clause, or phrase is declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance since the same would have been enacted without the incorporation into this Ordinance of such unconstitutional or invalid section, paragraph, sentence, clause or phrase.

### **1.7 – Remedies**

The provisions of this Ordinance may be enforced with the remedies available under any provision of law, including any appropriate equitable action whether or not there is an

adequate remedy at law; provided, however, that violations of the provisions of this Ordinance or failure to comply with any of its requirements shall not constitute a misdemeanor as provided in N.C.G.S. §14-4, unless any specific penalty set forth elsewhere provides to the contrary.

## **1.8 – Definitions**

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this Ordinance.

**(a) *Accessibility Letter*** - A letter from UCPW indicating to an interested party that water and/or sewer service lines are accessible to the referenced property and that the Water and Sewer Plans are acceptable to UCPW. This letter expressly is not a commitment by UCPW or reservation of water and/or sewer treatment capacity for the subject property/project.

**(b) *Allocated Capacity*** - The specific water and/or sewer treatment capacity reserved for a Development Phase pursuant to the mutually executed Standard Water and Sewer Services Extension Agreement.

**(c) *Applicable Law*** - All laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

**(d) *Appropriate Planning Agency*** – The planning agency or department of the local government having planning jurisdiction over the area in which the Development lies.

**(e) *Approval to Construct Letter*** – A letter issued by UCPW authorizing Developer to begin construction of the water and/or sewer line extensions.

**(f) *Board*** – The Union County Board of Commissioners.

**(g) *Capacity Fee*** - The applicable capacity fee for treatment and transmission of water or wastewater as established by ordinance adopted by the Board.

**(h) *Conditional Sketch Plan Comment Letter*** – UCPW’s written response to Developer’s submitted sketch plan delineating UCPW’s comments to be incorporated in the Water and Sewer Plans.

**(i) *Contractor*** - A person or entity, licensed by the State of North Carolina Licensing Board for Contractors, under contract with Developer to construct the water and/or sewer infrastructure for a Development Phase.

**(j) *County*** – Union County, North Carolina.

(k) **Developer** - Any person, firm, corporation, or other legal entity improving property for commercial, industrial, institutional, or residential purposes.

(l) **Development** - Property to be improved in such manner that water and/or sewer infrastructure is necessary to serve the improvements through the UCPW systems.

(m) **Development Phase** – That portion of a Development for which Allocated Capacity will be granted by UCPW, and Capacity Fees paid by Developer, pursuant to a Standard Water and Sewer Services Extension Agreement.

(n) **Development Phase Project** - The design and construction of the water and/or sewer infrastructure necessary to serve a Development Phase.

(o) **Effective Date** – The Effective Date of this Ordinance shall be as set forth in Article 8.

(p) **Engineer of Record** - A person licensed as a Professional Engineer in good standing with the North Carolina State Board of Registration for Professional Engineers and Land Surveyors who acts as an agent for Developer with regard to water and sewer line extensions.

(q) **Health Hazard** – A situation that is likely to cause an immediate threat to human life, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

(r) **Letter of Final Acceptance** – A letter issued by UCPW to the Developer indicating that all conditions for acceptance of the Development Phase Project have been satisfied.

(s) **Lot** - A parcel of land for which boundaries have been established by some legal instrument, such as a recorded deed or a recorded map, and which is recognized as a separate unit of land for purposes of transfer of title. If a public body or any authority with the power of eminent domain condemns, purchases, or otherwise obtains fee simple title to or a lesser interest in a strip of land crossing a parcel of land otherwise characterized as a lot by this definition, or a private road is created across a parcel of land otherwise characterized as a lot by this definition, and the interest thus obtained or the road so created is such as effectively to prevent the use of this parcel as one lot, then the land on either side of this strip shall constitute a separate lot.

(t) **NCDENR** - North Carolina Department Environment and Natural Resources.

(u) **NC DOT** – North Carolina Department of Transportation.

(v) **NCDWQ** - North Carolina Division of Water Quality in the Department of Environment and Natural Resources, the agency responsible for statewide regulatory programs in surface water and groundwater protection.

(w) **Ordinance** – This Union County Water and Sewer Extension Ordinance.

(x) **Owner** – The record title owner of a Development.

(y) **Project** - The design and construction of the water and/or sewer infrastructure necessary to serve the proposed Development as delineated in the Water and Sewer Plans.

(z) **Record Drawings** - Drawings prepared by the Engineer that indicate the details of the system following the construction phase and that meet at least the minimum standards set forth by the State of North Carolina and the North Carolina Licensing Board for Engineers and Land Surveyors and the UCPW Sanitary Sewer and Water Specifications.

(aa) **Service Authorization** - Authorization from UCPW for the connection of the water and/or sewer system to service a developed Lot.

(bb) **Standard Water and Sewer Services Extension Agreement, or “Agreement”** – A standard form of agreement that applies to a Development Phase which, when mutually executed, establishes the terms and conditions for the construction and transfer to Union County of water and sewer infrastructure and establishes the Allocated Capacity for that Development Phase.

(cc) **UCPW** - Union County, North Carolina, by and through its department, Union County Public Works.

(dd) **UCPW Master Water and Sewer Plan** - The then current comprehensive water and sewer master plan defining the capital needs of the water and sewer system as approved by the Board of County Commissioners.

(ee) **UCPW Sanitary Sewer and Water Specifications** - The current set of published engineering details and specifications to be applied in the design and construction of all Projects, as adopted and approved by Union County through signature and seal of a Licensed Professional Engineer employed by UCPW and accepted by NCDENR.

(ff) **Water and Sewer Plans, or “Plans”** – Engineered drawings, signed and sealed by the Engineer of Record, in conformance with the UCPW Sanitary Sewer and Water Specifications that delineates the water and sewer infrastructure as well as other on-site improvements proposed for the Development.

## **ARTICLE 2 – SUBMISSION AND REVIEW OF WATER AND SEWER PLANS**

### **2.1- Overview**

The outline in this Section 2.1 is intended solely to provide a general overview of the submission and review process. Developer must follow the specific requirements as delineated in the subsequent sections of this Article.

1. Where required by the policies of the Appropriate Planning Agency, Developer shall submit a sketch plan to the Appropriate Planning Agency for distribution to reviewing entities, including UCPW. Where not so required, Developer shall submit the sketch plan directly to UCPW. Developer shall include in the sketch plan a description of the types of development and an initial estimate of the water and sewer capacity being requested for the Development.
2. UCPW will review the sketch plan and issue a Conditional Sketch Plan Comment Letter to the Appropriate Planning Agency and to Developer. UCPW will concurrently provide a sample Standard Water and Sewer Services Extension Agreement to Developer.
3. Developer shall submit Water and Sewer Plans incorporating comments from the Conditional Sketch Plan Comment Letter.
4. UCPW will review plans for conformance with UCPW Sanitary Sewer and Water Specifications and provide response to Developer and the Appropriate Planning Agency through transmittal of red-lined drawings or through participation in the technical review committee of the Appropriate Planning Agency. UCPW will include in its comments a statement of the quantity of water and sewer capacity necessary for the Development and an estimate of the amount of the corresponding Capacity Fees in effect at that time.
5. If the Water and Sewer Plans are approved by UCPW, UCPW will submit an application to NCDENR for water and/or sewer construction permit(s) for the Project and send an Accessibility Letter to the Appropriate Planning Agency.
6. Upon (i) receipt of the appropriate water and/or sewer permits from NCDENR, (ii) mutual execution of the Standard Water and Sewer Services Extension Agreement, and (iii) payment of all applicable fees by Developer, UCPW will issue an Approval to Construct Letter to Developer for the Development Phase.

### **2.2 - Sketch Plan Approval Requirements and Process**

#### **(a) Sketch Plan Submittal**

A Developer desiring a water or sewer extension for a Development shall first submit to the Appropriate Planning Agency a sketch plan of the proposed Development. If the Development lies in a jurisdiction where the Appropriate Planning Agency does not provide a central clearinghouse for development review and approval, Developer shall submit the sketch plans directly to UCPW. Developer shall identify for UCPW the engineer designated as Developer's Engineer of Record for the Project. For purposes of this Ordinance, the sketch plan shall include the following information:

1. Name, address, phone and email of the person submitting the sketch plan (Developer or development firm and designated contact person).
2. Name, address, phone, email, legal description of the Owner(s).
3. Identification of property to be developed by tax map, block and Lot number, deed book and page number, and any other pertinent information such as subdivision name and lot number, general plat of property, name and/or highway number of adjacent streets and highways and adjacent property owners as may be necessary to properly identify the property.
4. Nature of development contemplated and proposed number and type of units, square footage and proposed construction schedule and phases as applicable.
5. Services requested with estimated consumption or flow volumes (water, sewer, and/or fire flow, and irrigation). For residential development, Developer shall base water and sewer capacity requests on the number of units planned. For commercial and industrial development, Developer shall base water and sewer capacity requests on total gallons per day in accordance with NCDENR guidelines. Developer shall list in the sketch plan the proposed number of water meters to serve the Development and shall classify whether any of the meters are intended for use as master meters for multiple customers. UCPW reserves the right, at its discretion, to make the final determination of use of master or individual meter sets.
6. For wastewater service, quality of waste to be delivered to UCPW's system for treatment (domestic, industrial, commercial).

(b) Sketch Plan Review by UCPW

UCPW will review the sketch plan and provide a Conditional Sketch Plan Comment Letter to the Appropriate Planning Agency and to Developer. At this time, UCPW will also provide Developer with a sample Standard Water and Sewer Services Extension Agreement for Developer's reference regarding terms and conditions for potential allocation of capacity. Depending on the nature and extent of comments by UCPW, UCPW may require Developer to submit a revised sketch plan as a prerequisite for reviewing Developer's Water and Sewer Plan. As part of this sketch plan review, UCPW will notify Developer or Developer's Engineer of Record of any potential off-site and oversize improvements that may be required for the Project to conform to the UCPW Master Water and Sewer Plan.

Following its receipt of the Conditional Sketch Plan Comment Letter, Developer shall submit within 180 days either a revised sketch plan, if required by UCPW, or Developer's Water and Sewer Plans, accompanied by payment of all applicable costs and fees. If Developer fails to submit the required documentation and costs/fees within 180 days, the Project will be considered inactive for purposes of this Ordinance. Should Developer desire to proceed with the Project after it is determined inactive, Developer shall be required to submit a new sketch plan.

### **2.3 - Water and Sewer Plans Review and Approval Requirements**

(a) Submittal of Water and Sewer Plans

UCPW requires submittal of Water and Sewer Plans for all Developments, whether or not such Plans are required by the Appropriate Planning Agency. Developer shall submit one set of Water and Sewer Plans to UCPW, accompanied by (i) the applicable plan review fee then in effect, as established by the Board, and (ii) a check in such amount as charged by NCDENR for permit application fees. UCPW will not review Water and Sewer Plans until all required fees have been paid by Developer.

(b) Water and Sewer Plans Requirements

Developer shall ensure that the Water and Sewer Plans comply with the following requirements:

1. The Water and Sewer Plans shall be prepared in accordance with this Ordinance, the UCPW Sanitary Sewer and Water Specifications in effect at the time the Plans are submitted, and the requirements of the North Carolina Licensing Board for Engineers and Surveyors.
2. The Water and Sewer Plans shall be prepared and/or approved by a N.C. licensed professional engineer serving as the Engineer of Record for the Development and shall bear the engineer's seal and dated signature on each plan.
3. The Water and Sewer Plans shall include a determination of the estimated water and sewer capacity needed to serve the Development, which determination shall be based on UCPW Sanitary Sewer and Water Specifications and NCDENR regulations.
4. Water and Sewer Plans shall consist of an overall composite plan, large scale individual plans with profiles as needed, detail sheets, grading plans, erosion control plans, specifications and calculations. Plans will provide for the construction of water infrastructure from the point of connection with existing UCPW water mains to the meter boxes of the properties to be served, and for the construction of sewer infrastructure from the sewer lateral clean out to the point of connection with existing UCPW sewer mains.
5. Water and Sewer Plans shall comply with all Applicable Law, including but not limited to, Title 15A, Subchapter 2T, Waste Not Discharged to Surface Waters, and Title 15A, Subchapter 18C- Rules Governing Public Water Systems, of the N.C. Administrative Code.
6. Water and Sewer Plans shall conform to the UCPW Sanitary Sewer and Water Specifications in effect at the time of their submission to UCPW.
7. Water and/or wastewater infrastructure proposed for acceptance and ownership by UCPW must be in a dedicated UCPW right-of-way/easements or easement within a publicly maintained street or highway.
8. Items indicated on the overall site plan and specific utility plans may be interchanged with prior approval of UCPW.



9. Developer shall be responsible for obtaining approval for railroad crossings where applicable, including payment of applicable fees.
10. Water and Sewer Plans shall also include the following as applicable:
  - a. Approved plans in compliance with the NC Sedimentation Pollution Control Act of 1973 as amended
  - b. Any and all approved permits from other appropriate regulatory agencies
  - c. Any other information considered pertinent by Developer, Engineer of Record, or UCPW.
11. The Water and Sewer Plans shall incorporate the comments provided to Developer during the sketch plan review phase.
12. The Water and Sewer Plans shall incorporate any off-site improvements and/or oversizing required by UCPW in accordance with the Water and Sewer Master Plan.
13. The Water and Sewer Plans shall incorporate any easements required by UCPW.

(c) Review of Water and Sewer Plans

1. UCPW will review the Water and Sewer Plans for compliance with the requirements set forth in Section 2.3(b).
2. If UCPW approves of the Water and Sewer Plans, then UCPW will determine the amount of capacity necessary to serve the Development and will submit applicable water and sewer construction permit applications to NCDENR for the Project. Developer shall pay all permit application fees prior to UCPW's submittal to NCDENR. UCPW will also send an Accessibility Letter to the Appropriate Planning Agency.
3. If UCPW disapproves or requires modification of the Water and Sewer Plans, UCPW will return the Plans to Developer and will notify the Appropriate Planning Agency. Developer shall revise the Water and Sewer Plans in accordance with all comments and design modifications identified by UCPW during the review process and shall resubmit the revised Water and Sewer Plans to UCPW and the Appropriate Planning Agency within 180 calendar days from the date of UCPW's return of the Plans to Developer. If Developer fails to resubmit the revised Water and Sewer Plans to UCPW within 180 days, the Project will be considered inactive for purposes of this Ordinance. Should Developer desire to proceed with the Project after it is determined inactive, Developer shall be required to resubmit the Project as a new Project (beginning with the sketch plan submission), and new fees, if applicable, will be assessed.
4. Developer is responsible for obtaining all other applicable permits and payment of associated fees.

(d) Off-Site Improvements

For Developments that are not adjacent to water and sewer infrastructure of sufficient size and capacity to meet the needs of the proposed Development, Developer shall be responsible at Developer's sole expense for the design and construction of any and all

improvements to the UCPW system deemed necessary by UCPW to meet the service needs of the Development. This may include water and sewer line extensions, pump station improvements or other improvements as may be necessary to meet the service requirements of the Development. Developer shall incorporate the off-site improvements into the Water and Sewer Plans submitted for the proposed Development. These improvements shall be consistent with the UCPW Water and Sewer Master Plan and conform to the requirements of this Ordinance.

(e) Oversizing of Water and Sewer Infrastructure

Developer may be required as a condition of approval of Developer's Water and Sewer Plans to install either on-site or off-site improvements with a greater capacity than required to serve the Development in order for UCPW to serve future developments or to meet other service needs of UCPW. If the proposed off-site improvements to be oversized are part of the UCPW 5-year Capital Improvement Plan approved by the Board, the incremental cost incurred by Developer for oversizing this infrastructure will be reimbursed by UCPW or credited against the costs and fees due from Developer for the Project. The terms of reimbursement shall be encompassed in the Standard Water and Sewer Services Extension Agreement. Developer shall incorporate the oversizing into the Water and Sewer Plans submitted for the proposed Development, and these improvements shall be consistent with the UCPW Water and Sewer Master Plan and conform to the requirements of this Ordinance. Developer shall solicit bids for projects subject to reimbursement in accordance with Article 8 of Chapter 143 of the North Carolina General Statutes when awarding contracts for work that would have required competitive bidding if the contract had been awarded by UCPW. In order to determine the amount to be reimbursed by UCPW as the incremental cost for oversizing the infrastructure, Developer shall use alternate bids or some other equally reliable method that is satisfactory to UCPW and approved by UCPW in advance of its use.

(f) Easements for Future Water and Sewer Lines

UCPW desires to develop its water and sewer infrastructure in an orderly manner that minimizes energy consumption and makes the most efficient use of existing and proposed infrastructure. To accomplish this, Developer may be required as a condition of approval of Developer's Water and Sewer Plans to dedicate easements within the boundaries of the Development to UCPW for placement of future water and sewer infrastructure. Developer shall incorporate the required easements into the Water and Sewer Plans submitted for the proposed Development.

**ARTICLE 3 – STANDARD WATER AND SEWER SERVICES EXTENSION AGREEMENT AND APPROVAL TO CONSTRUCT**

**3.1 – Execution of Standard Water and Sewer Services Extension Agreement**

After final approval of the Water and Sewer Plans by UCPW and issuance of applicable construction permits by NCDENR, UCPW will prepare the final Standard Water and Sewer Services Extension Agreement for execution by the Developer and Owner. The

Agreement shall apply to such Development Phase as designated by Developer and approved by UCPW. The Development Phase may be comprised of the entire Development or only a portion thereof. Developer shall define the Development Phase by indication on the Water and Sewer Plans and by either (i) a separate map clearly showing the parameters of the Development Phase, or (ii) a legal description, to be incorporated as exhibits into the Agreement. UCPW will allocate capacity, and Developer shall pay Capacity Fees, only for the Development Phase described in the Agreement. UCPW will record each Standard Water and Sewer Services Extension Agreement with the Union County Register of Deeds, the cost for which shall be charged to Developer. The County Manager is hereby authorized to approve and execute such Agreements on behalf of UCPW.

### **3.2 - Reservation of Capacity**

The specific water and sewer capacity allocated to a Development Phase will be that capacity specified in the Standard Water and Sewer Services Extension Agreement executed by Developer, Owner and UCPW. Under no circumstances shall this Ordinance be construed to allocate any capacity through any approval or mechanism other than the mutual execution of the Standard Water and Sewer Services Extension Agreement by Developer, Owner and UCPW, execution being the sole method by which capacity can be allocated. UCPW will not execute the Standard Water and Sewer Services Extension Agreement until Developer has paid all Capacity Fees specified in the Agreement. The Allocated Capacity assigned pursuant to the Standard Water and Sewer Services Extension Agreement shall be deemed an appurtenance to the land and, as such, will pass with title to the land. The Allocated Capacity cannot be otherwise assigned, sold, transferred, leased, encumbered, or disposed of in any manner by Developer or Owner. Developer and Owner shall provide written notice to UCPW within five (5) days of transfer of any portion of the property comprising the Development Phase, except for the transfer of title of a portion of the property (such as a Lot) to the end user pursuant to the plan of development.

If, during the course of development, Developer determines that a change in Allocated Capacity may be required, Developer shall immediately notify UCPW in writing of such proposed changes to the Water and Sewer Plans. Developer shall not proceed to modify the Development Phase Project until such allocation change is approved by UCPW, in its sole discretion, and memorialized in an amendment to the Standard Water and Sewer Services Extension Agreement, signed by the Developer, Owner and UCPW; provided, however, that increases or decreases in Allocated Capacity of 5% or less may be administered by UCPW through written approval by the UCPW Director, or his designee, without need for formal written amendment to the Agreement. Upon adjustment in the amount of Allocated Capacity, Developer shall pay, or UCPW will refund without interest, such Capacity Fees as are commensurate with the increase or decrease in capacity. All such adjustments shall be binding on UCPW, Developer and Owner, and shall be subject to the terms and conditions of the Standard Water and Sewer Services Extension Agreement and this Ordinance.

The Allocated Capacity shall be reserved for the Development Phase for a period of five (5) years, measured from the date of execution of the Standard Water and Sewer Services Extension Agreement. If Developer fails to complete the Development Phase Project such that all infrastructure described in the Agreement has not been completed and accepted by UCPW within the five-year period, then the Allocated Capacity for any portion of the Development Phase Project that has not been accepted by UCPW under Section 5.3 hereof shall revert back to UCPW and the Capacity Fees paid by Developer shall be retained by UCPW as liquidated damages compensating UCPW for the reservation of capacity for five years without receiving revenue.

### **3.3 - Payment of Capacity Fees**

Developer shall pay all Capacity Fees associated with providing service to the Development Phase. Capacity Fees shall be those in effect at the time of execution of the Standard Water and Sewer Services Extension Agreement; provided, however, that in the event of an adjustment resulting in an increase to the Allocated Capacity, as provided in Section 3.2, Developer shall pay those Capacity Fees in effect at the time of adjustment.

### **3.4 - Approval to Construct**

Developer shall not begin construction of any water and/or sewer line extensions until UCPW issues Developer an Approval to Construct Letter. UCPW will issue an Approval To Construct Letter to Developer upon occurrence of the following: (i) all plans and specifications review requirements of UCPW have been satisfied; (ii) all required certificates/permits are in possession of UCPW; (iii) UCPW has received the construction permit from NCDENR for the proposed water and sewer infrastructure; (iv) UCPW has received the executed Standard Water and Sewer Services Extension Agreement; and (v) UCPW has received payment of all required costs and fees from Developer. Under no circumstances shall this Ordinance be construed to authorize Developer to begin construction of water and/or sewer line extensions through any approval or mechanism other than issuance by UCPW of the Approval to Construct Letter, which issuance is the sole method by which construction can be authorized. UCPW staff cannot waive this requirement.

## **ARTICLE 4 - CONSTRUCTION**

### **4.1 – Pre-Construction**

#### **(a) Pre-Construction Conference**

Following receipt by Developer of the Approval to Construct Letter, Developer shall arrange a pre-construction conference with the Director of Public Works or his designee, together with Developer, and/or Developer's Engineer of Record, and Contractor. The purpose of this meeting is to outline construction and inspection procedures, and project close-out policies. Developer shall notify NCDOT of the

conference in writing not later than seventy-two (72) hours prior to its scheduled time for those projects involving a NCDOT encroachment. The pre-construction conference must be held not later than twenty-four (24) hours prior to commencement of any/all phases of construction. Developer shall not commence any construction until the pre-construction conference has been conducted and UCPW gives authorization to proceed.

(b) Shop Drawings Review

Developer's Engineer of Record shall review all shop drawings for conformance with UCPW Sanitary Sewer and Water Specifications prior to submittal to UCPW. The Engineer of Record shall include with the shop drawing submittal to UCPW a cover letter by the Engineer of Record certifying conformance with UCPW Sanitary Sewer and Water Specifications and summarizing any exceptions or concerns relative to the approved drawing and/or UCPW standards.

(c) Conformance

Developer, the Engineer of Record, and the Contractor shall: (i) install improvements in strict accordance with the established requirements and standards set forth in this Ordinance, the Standard Water and Sewer Services Extension Agreement, UCPW Sanitary Sewer and Water Specifications, other applicable policies of UCPW, and Applicable Law. Developer, the Engineer of Record, and the Contractor shall not allow any field changes to the Water and Sewer Plans without prior written approval from UCPW.

## **4.2 –Inspection and Oversight**

(a) General Inspection

Developer shall, at Developer's expense, retain the services of the Engineer of Record for the purpose of providing necessary inspections and supervision of the construction work, record drawings and engineer certifications. The Engineer of Record is responsible to ensure that construction is, at all times, in compliance with accepted sanitary engineering practices and the approved Water and Sewer Plans. The Engineer of Record shall submit a copy of each engineer's field report to UCPW as each such inspection is made. If Developer subsequently engages the services of another engineer to serve as Engineer of Record, then Developer must notify UCPW in writing within five (5) days of such engagement.

(b) UCPW Oversight

UCPW may desire to observe ongoing Development Phase Projects authorized pursuant to this Ordinance. Developer shall grant access to the construction site to UCPW, its officers, employees, and agents, at all times for the purpose of observing construction operations in progress.

(c) Notification of Non-Conformance

UCPW may issue a written notice of non-conformance if it observes that Developer has failed to conform the Project to required standards in accordance with Section 4.1(c). UCPW will send a copy of such notice to Developer, the Engineer of Record, and the Contractor. In the event Developer or the Contractor elects to continue work without removal of the nonconformity to the satisfaction of UCPW as evidenced by UCPW in writing, such subsequent work shall be subject to removal or further assessment by UCPW at Developer's sole expense. In the event modifications require a new or modified permit and Developer or the Contractor elects to continue work, Developer shall also be responsible for all violations and penalties or fines associated with continuing to work. All items identified in the notice of non-conformance must be addressed to the satisfaction of UCPW before UCPW will agree to accept the improvements and before UCPW will grant any Service Authorizations. Failure of notification by UCPW does not relieve Developer of responsibility to correct all non-conforming work nor the Engineer of Record from the responsibility of satisfying all engineer's certification requirements.

(d) Testing

Water and sewer infrastructure must pass all tests as required by the UCPW Water and Sanitary Sewer Specifications and those of all applicable regulatory agencies. These tests include, but are not limited to, air test, vacuum test, mandrel test, visual test, pressure test, and bacteriological test. A UCPW inspector must be present during testing. All test results must be submitted to UCPW. All tests must be satisfied prior to Final Inspection.

(e) Final Inspection

Following completion of all construction relative to a Development Phase Project, Developer or the Engineer of Record shall request in writing that UCPW perform a final inspection. Developer shall provide not less than two (2) business days' notice for any inspections requested outside of the normal week day work hours, 8 a.m. to 5 p.m. Monday through Friday. The Engineer of Record and UCPW Inspector shall prepare a written punch list of any defects or deficiencies noted during this inspection. Upon completion of the punch list, Developer or the Engineer of Record shall schedule another inspection. In the event UCPW must perform more than two inspections, Developer will be subject to additional inspection fees charged in accordance with such fee schedule then in effect.

As part of the final inspection, UCPW will perform an inspection of the sewer service laterals with closed circuit TV (CCTV) or such other technology as is customarily used at that time. Any deficiencies or defects identified will be included in the punch list provided to Developer. In the event UCPW must perform more than one CCTV inspection, Developer will be subject to additional fees charged in accordance with such fee schedule then in effect.

## **ARTICLE 5 - SYSTEM ACCEPTANCE AND INITIATION OF SERVICE**

### **5.1 - Conditions for Acceptance**

Prior to acceptance of the water and sewer infrastructure by UCPW and as a prerequisite to activation of water and/or sewer service within the Development Phase Project, Developer shall ensure that all of the following conditions have been satisfied:

1. All punch list items identified in the final inspection performed pursuant to Article 4 have been resolved.
2. UCPW has received a Warranty Repair Guarantee as described in Section 5.6.
3. All applicable NCDENR/NCDWQ approvals have been obtained.
4. Developer's Engineer of Record has submitted to UCPW an opinion of cost of the value of the water and sewer improvements.
5. All releases have been obtained by other agencies, such as State, County or others applicable to encroachment permits or other liabilities.
6. All easements necessary for the conveyance of the water and/or sewer facilities to be maintained and owned by UCPW have been executed and recorded with the Union County Register of Deeds.
7. UCPW has received transfer of title for all real property and infrastructure that is to be dedicated to UCPW either by fee simple conveyance or granting of easements, as further described in Section 5.4.
8. The Engineer of Record has provided to UCPW in writing all applicable NCDENR/NCDWQ certifications and test results.
9. UCPW has received record drawings, pump station specific operation and maintenance manuals, if applicable, and any other supporting documentation in paper and electronic format as provided for in the UCPW Standard Sewer and Water Specifications.
10. The Engineer of Record has submitted to UCPW a certificate of completion certifying that the water and sewer infrastructure has been constructed in conformance with the terms and conditions of the Standard Water and Sewer Line Extension Agreement for this Project.

Once the above items have been completed to the satisfaction of UCPW, UCPW will issue a Letter of Final Acceptance and then water and sewer service may be activated as provided in Section 5.2.

### **5.2 - Meter Set/Service Authorization**

Upon satisfaction of the items delineated in Section 5.1, UCPW will release authorization to set water meters for those portions of the Development Phase Project accepted by UCPW. Developer or the home builder must contact UCPW Customer Service to pay meter installation fees and schedule the water meter installation. After such fees have been paid, UCPW will install the meter and establish an account in the name of the current property owner of the Lot the meter is being set to serve. UCPW will notify the Union County Inspections Department of its release for issuance of certificate of occupancy for those metered connections to the system.

Water furnished for a given Lot shall be used on that Lot only. Each consumer's service must be separately metered at a single delivery and metering point.

Master meters may be allowed or required to serve commercial buildings, multi-family buildings, or other applications on any un-subdivided parcel at the time of the initial application at the sole discretion of UCPW.

### **5.3 - Partial Acceptance**

In some cases, Developer may want UCPW to accept a portion of the water and sewer infrastructure to allow for authorization of service to a portion of the Development Phase prior to final completion and acceptance of the Development Phase Project by UCPW. Developer recognizes that such partial acceptance is solely for Developer's benefit in expediting Service Authorizations to potential customers. UCPW may accept a portion of the Development Phase Project if UCPW, in its sole discretion, determines that such acceptance would not impact primary system functionality or create potential water quality problems.

For any such portion to be accepted by UCPW, all conditions in Section 5.1 must be satisfied as applicable to that portion of the Development Phase Project. Developer shall segregate that portion of the work being activated from the remaining infrastructure by providing a jumper connection on the water lines and terminating sewers at a manhole.

Developer shall remain responsible for the cost of repairs for any damage to the work accepted by UCPW under this section from the time of activation until acceptance of the entire Development Phase Project, regardless of the cause of the damages, including damages from third parties. Developer must post a maintenance/repair guarantee with UCPW for that portion of the work as described in Section 5.5.

Developer shall provide such performance guarantee or security as may be required by the Appropriate Planning Agency in its land development ordinance(s) to ensure the completion of construction of the required infrastructure necessary to serve the remainder of the Development Phase not subject to partial acceptance. UCPW shall not be responsible for requiring a performance guarantee or security for completion of such infrastructure, except as may be otherwise required by the County's land development ordinance(s).

### **5.4 - Transfer of Title**

Upon acceptance by UCPW of all water distribution and sewage collection systems installed pursuant to the Development Phase Project, Developer and Owner shall transfer title to such infrastructure to UCPW. As further evidence of transfer of title, upon completion of the installation and prior to the activation of service by UCPW, Developer and Owner shall, without cost to UCPW:



(a) Convey or dedicate to UCPW, its successors and assigns by good and sufficient easement in a form satisfactory to UCPW a perpetual right, easement and privilege to operate, maintain and repair or replace all water and wastewater mains, pipes, connections, pumps, meters, apparatus and related equipment within the Development Phase Project in connection with supplying water and wastewater service to the inhabitants, occupants and customers in the Development Phase and secure a release or subordination of each mortgagee's and lienholder's interest in the easement and fixtures thereon.

(b) Transfer to UCPW by document in a form satisfactory to UCPW all right, title and interest in and to all of the water and wastewater mains, pipes, connections, pumps, meters, apparatus and related equipment installed pursuant to the Development Phase Project.

(c) Furnish UCPW with an affidavit that all persons, firms or corporations that furnished labor or materials in the construction of the Development Phase Project have been paid. The affidavit shall be written in such a form as approved and accepted by UCPW.

(d) Furnish UCPW with a release of liens from all contractors and suppliers that provided materials and/or labor in the construction of the Development Phase Project. The release shall be written in such a form as approved and accepted by UCPW.

(e) Furnish UCPW with all manufacturers' warranties which Developer received or is due to receive on any part of the installations.

(f) Pay to UCPW any and all applicable costs and fees which are due and payable prior to connection to UCPW's wastewater system or water system.

## **5.5 - Warranty/Repair Guarantee**

Prior to final acceptance by UCPW of any portion of the Development Phase Project, Developer shall provide a Warranty/Repair Guarantee to UCPW in the form of an irrevocable letter of credit, a cash deposit, or such other security as may be acceptable to UCPW. The amount of the letter of credit or cash deposit will be equal to ten percent (10%) of the Engineer of Record's opinion of cost of the value of the water and sewer improvements to be accepted by UCPW. The Warranty/Repair Guarantee shall remain in effect for a period of one (1) year after the acceptance by UCPW of the entire Development Phase Project or until all infrastructure required in the final plat for the Development Phase has been installed, whichever is later.

If during the warranty period UCPW determines that a system or component has failed, UCPW will attempt to notify Developer so that Developer may effect repairs. Should Developer not be able to repair the damage or defect within twenty-four (24) hours or such longer period if deemed reasonable by UCPW, UCPW may make such repairs and apply the cost against this warranty. Furthermore, all other items specified in this Ordinance and within the approved engineering plans and specifications which have not been completed as specified may be corrected by UCPW and the cost for such corrections will be applied against this warranty. UCPW will attempt to notify Developer by mail at

least five (5) business days prior to exercising the use of the letter of credit or cash deposit. In the event the repair exceeds the amount of the letter of credit or cash deposit, Developer shall be responsible for reimbursement of the excess amount.

## **5.6 – Warranty Inspection**

Following completion of construction of all infrastructure identified on the approved plat for the Development Phase Project, including installation of all utilities (by way of illustration and not limitation, telephone, gas, power, cable television), Developer or Developer's Engineer of Record shall make a written request for a Warranty Inspection. Developer shall provide not less than two (2) business days' notice for any inspections requested outside of the normal week day work hours, 8 a.m. to 5 p.m. Monday through Friday. The Engineer of Record and UCPW Inspector shall prepare a written punch list of any defects or deficiencies noted during this inspection, should any exist. All identified deficiencies must be corrected to the satisfaction of UCPW prior to reducing or releasing any Warranty Repair Guarantees.

## **ARTICLE 6 - WATER LINE EXTENSIONS FOR EXISTING LOTS**

### **6.1 - Introduction**

The owner of an existing Lot for which there is no UCPW water line adjacent to the property may desire a water line extension to serve the property. Under the provisions of this Article, UCPW may elect to construct and help fund water line extensions to such existing Lots. This Article is applicable to three basic types of extensions: Residential Extensions (described in Section 6.3); Commercial and Non-Residential Extensions (described in Section 6.4); and Health Hazard Elimination Extensions (described in Section 6.5.). The provisions in Section 6.2 are applicable to all three types of extensions.

Notwithstanding any other provision of this Article to the contrary, UCPW desires to permit water line extensions that are anticipated to generate revenue, improve service levels, and provide an environmental benefit that is in favorable proportion to the total cost of the extension. Without limiting the discretion UCPW may have elsewhere in this Ordinance, UCPW may refuse to allow a water line extension that does not accomplish all of the aforementioned objectives. Furthermore, it is in UCPW's sole discretion to decide on the appropriate main size for an extension.

Water line extensions pursuant to this Article are subject to funding appropriated by the Board for this purpose during any given fiscal year. Nothing in this Article shall be construed to require UCPW to construct any minimum number of water line extensions.

UCPW will accept applications beginning on July 1 of each fiscal year on a first come, first served basis. Upon receipt of a completed application and applicable costs and fees from an applicant, UCPW will place such applicant's project onto a priority list. UCPW

will utilize an engineer's cost estimate based on projected linear footage to determine whether or not there are sufficient budgeted funds to construct the project in the current fiscal year. Applicants whose projects are outside funding limitations will be notified by UCPW and any costs and fees paid will be refunded. Although not funded in the current fiscal year, such projects will remain on the priority list for consideration in the next fiscal year. UCPW will accept no new applications after appropriated funds have been exhausted for a given fiscal year. The priority list will be renewed each year as additional funding is appropriated. Prior applicants on the priority list will be notified and asked to confirm their desire to maintain their position on the priority list by payment of applicable costs and fees. Applicants who decline payment shall be removed from the priority list. New applicants will be accepted as described above and added to the priority list.

## **6.2 – General Provisions Applicable to the Water Line Extension Program**

All extensions under this Article must meet the following requirements:

1. The extension must be within a publicly maintained road right-of-way, or it must be within a dedicated easement providing ingress or egress for the Lot to be served.
2. The applicant must complete UCPW's application for water line extension service.
3. The applicant must pay all applicable costs and fees for the applicant's extension type, as described below. All costs and fees are due upon submittal of the application, except as otherwise provided.
4. The extension is subject to all applicable federal, State, and local permits and requirements as well as any required encroachments.

Once costs and fees have been tendered, the applicant cannot cancel the request for service, nor can the applicant, as customer, discontinue service after connection to the system has been made. In the event the applicant refuses service, all connection fees, capacity fees, and other costs and fees will be retained as liquidated damages.

If at any point UCPW determines that there are insufficient funds for extension or that construction of the extension will result in unreasonable or unusual cost increases, environmental impact, or disruption to the public, UCPW, in its sole discretion, may cancel the extension. In such event, all costs and fees will be refunded.

Upon completion and final acceptance by UCPW, all facilities constructed pursuant to this Article for existing Lots shall become the property of UCPW. To ensure fair and equitable use of available funds, UCPW may, in its sole discretion, limit project length. If an extension requested pursuant to this Article is of such a short length that mobilization costs are excessively high and/or the terminus of the requested extension is not at an advantageous location, UCPW may, in its sole discretion, continue the extension beyond the distance requested by the applicant.

### **6.3- Residential Extension**

UCPW, at its expense, may provide residential water main extensions pursuant to this Article to serve (i) existing single family residential dwellings, and (ii) existing vacant Lots, zoned for single family residential development that is not regulated through the subdivision development process (new development), for which application has been made for a building permit for a single family residential unit. This residential extension is only available to owners of qualifying residential dwellings or vacant Lots; it is not available to improve property for commercial, industrial, institutional or residential subdivision purposes.

Residential extensions pursuant to this Article are not intended to be used to change the location of the meter or service line whereby an existing customer receives water service. However, in situations where one meter is currently serving multiple residences and in the event the Lot owner provides a public right-of-way to access the residences, UCPW would consider a residential extension to provide a separate meter for each residence.

Residential extensions funded by UCPW shall not exceed 1,000 linear feet (LF) per applicant. UCPW will consider a joint application with multiple joint applicants for extensions greater than 1000 LF provided that each applicant meets the requirements set forth in this Article and is within 1000 LF of another joint applicant's requested water line extension. Each applicant's qualifying lot must be located within their requested 1,000 LF extension. Each applicant must pay applicable tap and capacity fees at the time of application. The total length of any water extension pursuant to this Section 6.3 shall not exceed 6,000 LF.

If an individual applicant desires an extension greater than the 1,000 LF funded by UCPW, the applicant will be solely responsible for 100% of the cost of the portion of the extension in excess of 1,000 LF. The basis for determining this portion of the project cost will be the average cost per foot actually incurred during the previous fiscal year for similarly sized projects. The applicant must pay such cost prior to commencement of construction of the extension.

### **6.4 - Non-Residential Extension**

For other Lots that do not qualify under Section 6.3, UCPW may fund 50% of the cost of water main extensions not exceeding 1,000 LF. UCPW will consider a joint application with multiple joint applicants for extensions greater than 1,000 LF provided that each applicant meets the requirements set forth in this Article and is within 1,000 LF of another joint applicant's requested water line extension. Each applicant's qualifying lot must be located within their requested 1,000 LF extension. Each applicant must pay applicable tap and capacity fees at the time of application. The total length of any water extension pursuant to this Section 6.4 shall not exceed 6,000 LF.

If an individual applicant desires an extension greater than the 1,000 LF funded 50% by UCPW, the applicant will be solely responsible for 100% of the cost of the portion of the extension in excess of 1,000 LF. The basis for determining this portion of the project cost will be the average cost per foot actually incurred during the previous fiscal year for similarly sized projects.

The applicant must pay its portion of the water main extension costs prior to commencement of construction.

### **6.5 - Health Hazard Elimination Extension**

This program provides for funding by UCPW of water line extensions to existing residential dwellings for the purpose of providing access to public utilities when the existing water system presents a potential Health Hazard to the occupants or results in a public safety, environmental or health risk to the occupant or the general public.

UCPW will fund the extensions in accordance with the following:

1. UCPW will pay 100% of the cost of up to 1000 LF of water line extension. The applicant's qualifying lot must reside within this 1000 LF extension.
2. UCPW will pay 50% of the cost of the next 1500 LF of water line extension, provided that the applicant pays UCPW for the remaining 50% of the cost.
3. The applicant shall be solely responsible for 100% of the cost any additional linear feet of water line extension, which amount must be paid to UCPW.

UCPW will consider a joint application with joint applicants for extensions greater than 2,500 LF provided that each applicant meets the requirements set forth in this Article and is within 2,500 LF of the joint applicant's requested water line extension. Each applicant's qualifying lot must be located within their requested 2,500 LF extension. Each applicant must pay applicable tap and capacity fees at the time of application. The total length of any water extension pursuant to this Section 6.5 shall not exceed 5,000 LF.

If an individual applicant desires an extension greater than the 2,500 LF, the applicant will be solely responsible for 100% of the cost of the portion of the extension in excess of 2,500 LF. The basis for determining this portion of the project cost will be the average cost per foot actually incurred during the previous fiscal year for similarly sized projects. The applicant must pay such cost prior to commencement of construction of the extension.

The applicant must furnish evidence from Union County's Environmental Health officials that a Health Hazard exists in order to qualify for an extension under this Section 6.5. Failure of mechanical equipment does not constitute a Health Hazard. Dry wells do not constitute a Health Hazard. An extension under this section cannot be made for new construction or when a mobile home or other structure is moved onto a new site. UCPW

shall have sole discretion in determining whether the intent of this Section 6.5 has been satisfied.

**ARTICLE 7 - WATER REQUIREMENTS TO FACILITATE WASTEWATER METERING**

All customers requesting sewer service will be required to connect to public water systems, where available. Where not available, the customer shall be required to sign an agreement consenting to connect to the public water supply once it is available in order to obtain sewer service in those areas where public water is not presently available.

When individually metered public water systems are not available, UCPW will apply a flat rate for sewer services as provided in UCPW's current rate ordinance.

**ARTICLE 8 – EFFECTIVE DATE**

This Ordinance shall be in full force and effect on the 1<sup>st</sup> day of May, 2012.

INTRODUCED the 19<sup>th</sup> day of March, 2012.

FIRST READING: March 19, 2012

SECOND READING: \_\_\_\_\_

PASSED: \_\_\_\_\_