

# Application for Water & Wastewater Service

Town of Oak Island Public Utilities  
4601 E. Oak Island Dr. Oak Island, NC 28465  
Phone: 910-201-8001 • Fax 910-278-1711



## FEE NOTICE:

- A **\$25 Administration Fee** will be assessed as part of the first bill
- A **\$230 deposit** for tenants is required for service to be established.

For additional information, or to make payments, please contact the **Town of Oak Island Customer Service Desk at 910-201-8009** to speak with a representative. (\* = Required Response)

### Location Status:

DEVELOPED  UNDEVELOPED

\*Service Address: \_\_\_\_\_

## Billing Information

\*\*All account holders must be property owners or lawful residents of the property and must sign the Application for Water & Wastewater Service as a legally responsible party. \*\*

\* Name of Primary Account Holder: \_\_\_\_\_

\* Mailing Address: \_\_\_\_\_

\* Home Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\* Driver's License Number: \_\_\_\_\_ \*State: \_\_\_\_\_

\* Last four (4) digits of Social Security Number (SSN): \_\_\_\_\_

\*\*The last four (4) digits of your SSN are requested for billing and collection purposes.

\* Date of Birth (M / D / Y): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Federal Trade Commission's Fair and Accurate Credit Transactions Act of 2003, the Identity Protection Act of 2005, and North Carolina General Statutes (N.C.G.S) 75-60 of the Identity Theft Protection Act requires all utility service providers to verify picture identification in order to connect utility service.

\* I am requesting service for water and/or sewer from the Town of Oak Island. I understand that I am responsible for any and all charges to the above-mentioned address until I have notified the Town in writing of a change in ownership of the property.

\* I understand

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Status:

Owner  Agent  Builder  Tenant  Other

**Name of Secondary Account Holder (optional):** \_\_\_\_\_

**\* Home Phone:** \_\_\_\_\_

**Alternate Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**\* Driver's License Number:** \_\_\_\_\_ **\*State:** \_\_\_\_\_

**\* Last four (4) digits of Social Security Number (SSN):** \_\_\_\_\_

*\*\*The last four (4) digits of your SSN are requested for billing and collection purposes.*

**\* Date of Birth (M / D / Y):** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**\* I am requesting service for water and/or sewer from the Town of Oak Island. I understand that I am responsible for any and all charges to the above-mentioned address until I have notified the Town in writing of a change in ownership of the property.**

**\* I understand**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\* Status:**

Owner  Agent  Builder  Tenant  Other

# WATER SERVICE AGREEMENT

**THIS AGREEMENT**, made and entered into between the **TOWN OF OAK ISLAND, NORTH CAROLINA**, owner and operator of the Town of Oak Island Public Utilities, hereinafter referred to as "Town"; and (USER NAME PRINTED BELOW) User of public water supply system, hereinafter referred to as "User".

\* **User Name:** \_\_\_\_\_

## WITNESSETH

**WHEREAS**, the User desires to purchase water from the Town and to enter into a Water Service Agreement as required by the Town.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed upon by the parties as follows:

The Town shall furnish, subject to the limitations set forth in its Rules and Regulations now in force or as hereinafter amended, such quantity of water as User requires in connection with the User's occupancy of the premises.

The Town agrees to deliver water to the meter(s) servicing the User's premises, whether a potable water meter or an irrigation meter, at a minimum pressure of twenty (20) pounds per square inch (psi) to the meter, but shall not be held liable or responsible for any damage in or on the User's property resulting from system pressures greater than twenty (20) psi.

The User agrees to comply with and be bound by the Articles, Rules, and Regulations adopted by the Town, now in force, or as hereafter duly and legally supplemented, amended, or changed.

The User also agrees to pay for water at such rates, time, and place as shall be determined by the Town, and agrees to the imposition of such penalties for noncompliance as are now set forth in the Rules and Regulations, or which may be hereinafter adopted and imposed by the Town.

The User agrees to pay a water deposit as described in the rate schedule now in force or as hereinafter amended. In the event service is terminated, either voluntarily by the User, or by the Town for cause, the deposit shall be held and applied to any unpaid balance owed on the User's account. Should the account be fully paid at the time of termination of the service to the User, the deposit shall be refunded by the Town within a reasonable period of time thereafter at the User's last known address.

The Town shall purchase and install a meter with a lockable cutoff valve in each service box. The User shall pay for the size of water meter requested. The Town shall have exclusive rights to use of cutoff valve and water meter once installed and in service.

The Town shall determine the allocation of water to the Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made off his or her service line for the purpose of supplying water to another user. In the event total water supply shall be insufficient to meet all needs of the User, or in the event there is a shortage, the Town may prorate the water available among the various Users on such basis as is deemed equitable, a schedule of hours covering use of water for lawn and garden purposes by particular Users and require adherence thereto or prohibit the use of water for lawn and garden purposes; provided that, if any time the total water supply shall be insufficient to meet all of the needs of the Users, the Town must first satisfy all of the needs of the Users for domestic purposes before supplying any water for lawn and garden purposes. Any User found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the Town.

The User shall be billed periodically by mail, either US Postal or electronic, and shall pay a base service charge plus usage. Bills are due and payable upon receipt. If payment is not received within 20 calendar days of the bill date, a \$5 late penalty is applied to the account. If payment is not received by the 5<sup>th</sup> day of the

following month, the service is subject to disconnection. A Non-Payment Fee shall then be applied to the User's account for disconnection and reconnection of service. Payment of all service charges and fees must be received by 4:00 pm of the regularly scheduled workday in order to have water service reconnected. Any disconnections and/or reconnections performed after regular business hours, on weekends, or holidays shall be assessed an after-hours premium. The User understands and agrees that the Town shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the User does not receive his or her billing statement within a reasonable period of time it shall be the responsibility of the User to either make payment (approximate) to the Town, including account number on all checks, or to contact the Town's Public Utilities Department to obtain another copy of the User's billing statement or to acquire a current account balance due to the Town, at which time the User shall make payment in full.

### **TERMS SPECIFIC TO THE USER AS A PROPERTY OWNER**

**Property Owners whose property directly abuts a right-of-way or utility easement where Town water is available:** The Property Owner hereby grants to the Town, its successors and assigns, a perpetual easement in, over, under and upon the Property Owner's land at such point as a water service connection is made by the Town, or by a NC-licensed utility contractor, and five (5) feet in all directions therefrom for the exclusive purpose of water service line connection to the public water supply system of the Town including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes.

The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the meter and extend to the dwelling or point of use. Each User shall have a separate and distinct service connection to the Town's public water supply system with a meter supplied by the Town at the User's expense. The Town shall have final authority in determining the location of a service line connection to its public water supply system. The service line shall typically connect with the Town's public water supply system at the nearest point of use by the User, provided the Town has determined, in advance, that the system is of sufficient capacity to permit delivery of water at that point. Each User shall install a cut-off valve on their service connection line. Service lines shall not be installed within a right-of-way or utility easement in a parallel manner.

**In addition to other responsibilities herein, ALL PROPERTY OWNERS are responsible for the following: obtaining any easements necessary for a service line from the meter to the dwelling or point of use; properly sizing the water line from the meter to the dwelling or point of use; and ensuring that no illegal taps are placed on the service line.**

The Property Owner also agrees to install and maintain, at his or her own expense, a pressure regulating device, if deemed necessary by the Property Owner or as described in the International Code Council Code, on the Property Owner's system and a mechanical means by which to isolate the Property Owner's system shall be installed on the Property Owner's system. The Property Owner may have a meter for irrigation purposes. Irrigation meters shall be installed according to Town specifications and shall have an approved backflow prevention device that shall be inspected at regular intervals per NC Department of Environment and Natural Resources requirements at the expense of the Property Owner. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the Town.

If the Property Owner has an existing service connection with a pressure regulating device, a mechanical isolation device, and a dual check valve on the Town's side of the meter maintained in a "customer box", the Town shall continue to maintain said devices, but the Property Owner shall pay for a premise visit (See rate schedule in force at the time of request) each time Town service personnel are requested to perform work in the "customer box". If any or all of these devices fail, the Town shall remove said devices, except the dual check valve, and it shall be the Property Owner's responsibility to relocate said devices, except the dual check valve, if required, to the Property Owner's system, at the Property Owner's expense. The Town reserves the right to remove all pressure regulating devices and service isolation devices, located within the "customer box" on the Town's side of each and every service connection. The Town shall continue to maintain the dual check

valve located on the Town's side of the service. The Town shall notify each affected Property Owner prior to this removal process.

The Property Owner agrees that no other present or future source of water shall be connected to any water lines served by the Town's public water supply system and the Property Owner shall disconnect from any present water supply prior to connection to and switching to the Town's system and shall eliminate any present or future cross-connection in the Property Owner's system. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the Town, until which time the cross-connection(s) is eliminated.

The Property Owner shall connect Property Owner's service line to the Town's public water supply system. Service shall not commence until the Property Owner receives an approved final plumbing and/or building inspection by the building inspections office within the Town. Upon receipt of said final approval the User shall commence to use water from the Town's system on the date that the water is available to the User by the Town. Water charges to the User shall commence on the day that the service is made available, regardless of whether or not the User connects to the system.

The Property Owner shall pay a Base Service Charge to be billed directly to the Property Owner each month the service location has a meter in place in the meter box. If property is vacated by a renter, the owner of the property shall resume responsibility for utility charges upon the earlier of: (1) Renter/property manager's notice to vacate the premises; (2) Notification by the property owner that the property is vacant; or (3) The date the Town determines that the premises are unoccupied.

#### **TERMS SPECIFIC TO THE USER AS A RENTER**

The Renter certifies that there is in place a service line, extending from the Town's water line to the premises to be served, of sufficient capacity and construction to permit delivery of water to the premises.

The Renter agrees that he or she shall permit no other source of water to be connected to the water lines served by the Town's public water supply system and shall not permit any present or future cross-connection in the Renter's system. The Renter further agrees to not permit the connection or extension of the service line to another for the purpose of supplying that location water. Any Renter found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the Town, until which time the cross-connection(s) is eliminated.

**I, the User, agree to pay TOWN OF OAK ISLAND PUBLIC UTILITIES monthly charges for water usage as computed by the rate schedule in force at the time of usage and all connection fees in force at the time of connection, at the discretion of the Town: In WITNESS WHEREOF, the parties hereto have executed this Agreement on this day:**

**\* I have read the above notice, and have been made aware that this document will become public record once submitted:**

**\* I Agree**

**\* Signature:** \_\_\_\_\_

**\* Date:** \_\_\_\_\_

# SEWER SERVICE AGREEMENT

**THIS AGREEMENT**, made and entered into between the **TOWN OF OAK ISLAND, NORTH CAROLINA**, owner and operator of the Town of Oak Island Public Utilities, hereinafter referred to as "Town"; and (User Name Printed Below), User of public Sewer Collection System, hereinafter referred to as "User".

\* User Name: \_\_\_\_\_

## WITNESSETH

**WHEREAS**, the User desires to purchase sewer service from the Town and to enter into a Sewer Service Agreement as required by the Town.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed upon by the parties as follows:

The Town shall furnish, subject to the limitations set forth in its Rules and Regulations now in force or as hereinafter amended such sewer service as User requires in connection with the User's occupancy of the premises.

The User agrees to comply with and be bound by the Articles, Rules, and Regulations adopted by the Town, now in force, or as hereafter duly and legally supplemented, amended, or changed. The User also agrees to pay for sewer service at such rates, time, and place as shall be determined by the Town, and agrees to the imposition of such penalties for noncompliance as are now set forth in the Rules and Regulations, or which may be hereinafter adopted and imposed by the Town. Where applicable, the User also agrees to pay the power bill for wastewater pumps or controls on the User's property. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the Town

The User agrees to connect to the Town's water system immediately, or if water service is not currently available, to connect to the Town's water system at the first opportunity when service is made available and to pay such water rates and fees in force at the time application is made. Sewer usage amounts for Sewer Users connected to the Town's water system shall be based on water usage. Sewer usage amounts may be reduced for water usage metered by an irrigation meter that does not enter the sewer system. The User agrees to be responsible for and bear the cost of any necessary plumbing adjustments for installation of a water meter. The meter may be installed downstream of any irrigation lines that do not direct flow to the sewer system. In the event service is terminated, either voluntarily by the User, or by the Town for cause, the water meter deposit shall be held and applied to any unpaid balance owed on the User's account. Should the account be fully paid at the time of termination of the service to the User, the deposit shall be refunded by the Town within a reasonable period of time thereafter at the User's last known address

The Town shall determine the allocation of sewer to the Users in the event of sewer capacity shortage; and may shut off water and/or sewer service to a User who allows a connection or extension to be made off his or her service line for the purpose of supplying sewer service to another user. Any User found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the Town.

The User shall be billed periodically by mail, either US Postal Service (USPS) or electronic, and shall pay a base service charge plus usage. Bills are due and payable upon receipt. If payment is not received within 20 calendar days of the bill date, a \$5 late penalty is applied to the account. If payment is not received by the due date of the bill the following month, the water and/or sewer service is subject to disconnection. A Non-Payment Fee shall be assessed to the User's account for water and/or sewer service disconnection. Payment of all service charges and fees must be received by 4:00 p.m. of the regularly scheduled workday in order to have water and/or sewer service reconnected. Any disconnects and/or reconnections performed after regular

business hours, on weekends, or holidays shall be assessed an afterhours premium. The User understands and agrees that the Town shall not be liable for the delivery of the mail through the USPS. If the User does not receive his or her billing statement within a reasonable period of time, it shall be the responsibility of the User to either make payment (approximate) to the Town, including account number on all checks, or to contact the Town's Public Utilities Department to obtain another copy of the User's billing statement or to acquire a current account balance due to the Town, at which time the User shall make payment in full.

### **TERMS SPECIFIC TO THE USER AS A PROPERTY OWNER**

Wastewater may not be directed into the Sewer Collection System until the Property Owner receives an approved final plumbing and/or building inspection by the building inspections office within the Town and the Town Sewer Collection System is available for use. The User shall commence to use an available Town Sewer Collection System immediately upon receipt of said final approvals by the building inspections office and execution of a Sewer Service Agreement. Once a Sewer Service Agreement has been executed by the User, sewer charges shall commence on the day that the service is made available, regardless of whether or not the User connects to the system.

The Property Owner agrees that no other present or future source of sewer shall be connected to any sewer lines served by the Town's public Sewer Collection System. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the Town, until such time the illicit connection is eliminated. The Town shall install, at the Property Owner's expense, a service connection from a sewer main or a vacuum sewer pit located in the right-of-way to the property line (or easement line if the main is located in a designated utility easement). This portion of the service shall terminate with a cleanout for gravity services. The Town shall own and maintain this portion of the service as indicated on the Town standard details and shall have exclusive rights to use of the sewer cleanout on this portion of the service line. The portion of the service line on private property and not within a designated utility easement shall be treated as follows:

### **Gravity Service Lines on Private Property Outside of a designated Utility Easement**

The portion of gravity service lines, including those tributary to a vacuum pit, on private property shall be installed and maintained by the property owner at his/her own expense. Typically, the first sewer cleanout from the public Sewer Collection System designates the division of responsibility with responsibility from the first cleanout to the dwelling, or point of use, being the Property Owner's. In the event that a vacuum pit is installed on private property, the Property Owner is responsible for the entire portion of the gravity service line serving the parcel that the vacuum pit is installed on. In the event that an adjacent property is served by the same vacuum pit, a cleanout will be installed at the property line of the other parcel(s) to be served and the portion of the service line from the vacuum pit to the adjacent property will be maintained by the Town.

### **General**

The Town shall have final authority in determining the location of a service line connection to its public Sewer Collection System. The service line shall typically connect with the Town's public Sewer Collection System at the nearest point of use by the User, provided the Town has determined, in advance, that the system is of sufficient capacity to permit sewer collection at that point. Each User shall have a separate and distinct service connection to the Town's public Sewer Collection System. The Property Owner hereby grants to the Town, its successors and assigns, a perpetual utility service line easement in, over, under and upon the Property Owner's land a distance of fifteen (15) feet in all directions from the service line(s) and other appurtenances for the exclusive purpose of connection to the public Sewer Collection System of the Town including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes of the sewer service infrastructure inclusive of the sewer service line(s), cleanout(s), shut-off valve, valve box, vacuum pit, grinder pump station, and appurtenances, and grinder pump controls, as required. The Property Owner acknowledges and agrees that the Town may install service lines on their property to serve adjacent properties

If property is vacated by a renter, the owner of the property shall resume responsibility for utility charges upon the earlier of: (1) Renter/property manager's notice to vacate the premises; (2) Notification by the property owner that the property is vacant; or (3) The date the Town determines that the premises are unoccupied.

### **TERMS SPECIFIC TO THE USER AS A RENTER**

The Renter certifies that there is in place a service line, extending from the Town's sewer main to the premises to be served, of sufficient capacity and construction to permit acceptance of sewer from the premises. The Renter agrees that he or she shall permit no other source of sewer to be connected to the sewer lines served by the Town public Sewer Collection System and shall not permit any present or future illicit connections in the Renter's system. The Renter further agrees to not permit the connection or extension of the service line to another for the purpose of supplying that location sewer. The Renter agrees to not dispose of sand, rock, gravel, metal, or any other substance disallowed by the Sewer Use Ordinance into the sewer system. The Renter acknowledges that the cost of repairs due to negligence or misuse of the sewer system, including grinder pump station repairs shall be billed by the Town to Renter. Any Renter found to be in noncompliance with these Rules and Regulations may have water and/or sewer service terminated, if deemed necessary by the Town, until such time the Renter becomes compliant with applicable rules and regulations.

**I, the User, agree to pay TOWN OF OAK ISLAND PUBLIC UTILITIES monthly charges for sewer usage as computed by the rate schedule in force at the time of usage and all connection fees in force at the time of connection, at the discretion of the TOWN:**

**In WITNESS WHEREOF, the parties hereto have executed this Agreement on this day;**

**\*I have read the above notice, and have been made aware that this document will become public record once submitted:**

\* I Agree

**\* Signature:** \_\_\_\_\_

**\* Date:** \_\_\_\_\_

**Please submit completed form and included documents to:**

**Town of Oak Island Public Utilities**

**4601 E Oak Island Drive, Oak Island NC, 28465**

### **ATTACHMENTS**

**\* Please be sure to include the following:**

- Copy of recorded Deed, Closing Disclosure Form or Lease / Rental Agreement
- Copy of Driver's License
- Payment of a \$230 Deposit (if establishing service as a tenant)

**NOTE: THIS FORM CANNOT BE APPROVED AND SERVICES CANNOT BE ESTABLISHED IF THESE ITEMS ARE NOT INCLUDED**