

City of Dover
Sewer Department
PO Box 115
Dover, ID 83825-0115
Tel: (208) 265-8339
Fax: (208) 265-9035

For Office Use Only

Acct. No. _____
Property Owner: _____
Service Address: _____
Parcel No. _____

**CITY OF DOVER
SEWER USER AGREEMENT**

USER INFORMATION

Property Owner ("User"): _____
Address For Property Served ("Property"): _____
Billing Address: _____
Phone: _____
Cell: _____
Email: _____

Check box if User is outside City limit

SIGNATURES

By the signature here, the User acknowledges receipt of a full copy of the Sewer User Agreement Terms and Conditions which is attached here as Exhibit A, has reviewed the document and accepts the terms and conditions therein.

USER:

Signed: _____ Dated: _____

Note: The property owner must sign this agreement as the property owner is responsible for sewer service and sewer charges.

CITY:

Signed: _____ Dated: _____

EXHIBIT A: SEWER USER AGREEMENT TERMS AND CONDITIONS

RECITALS

- A. The City of Dover (“City”) operates an effluent sewer system (“Sewer System”). Waste from the user’s structure is collected in the User’s septic tank. Clarified effluent then moves into the City’s collection system using either a pump (“STEP system”) or gravity (“STEG system”).
- B. The User owns and is responsible for the Sewer Service Connection, as that term is defined in the Sewer Ordinance, which includes the User’s building drain, building sewer, septic tank and service line.
- C. The City assesses a User’s use by a unit of measurement comparable to the use of a typical residence (Equivalent Residential unit or “ERU”). The typical use for an ERU is set by ordinance and/or resolution.
- D. The City charges two fees based on the number of ERUs for a property; a connection fee and a monthly service fee.
- E. The number of ERUs is determined initially based on the prospective use of the property. If the use changes, then the City may adjust the ERUs. For example, if a user adds a mother-in-law-apartment to their property, the number of ERUs may be increased.
- F. This Sewer User Agreement sets forth the requirements for Dover’s wastewater service in order for the City to maintain the overall integrity of its collection system. It is not a complete list of the User’s obligations, nor the City’s rights. For further information, please see the City’s Sewer Ordinance together with resolutions by the City of Dover.
- G. For Users who are not currently within the limits of the City, the agreement shall remain in full effect and shall be bound by the text of the ordinances that are subject to this agreement.

AGREEMENT

This Sewer User Agreement is by and between the City Of Dover and the User. In consideration of the mutual covenants, promises and agreements herein contained, it is understood and agreed:

- 1. **Acknowledgment of City Ordinances and Standards.**
 - 1.1. **City Ordinances.** The City had adopted a Sewer Ordinance which contains additional provisions for the operation of the City’s sewer services. The City’s Sewer Ordinance as adopted into law, including any subsequent amendments thereto, is incorporated herein as if set forth fully and the User shall additionally be subject to the provisions therein.
 - 1.2. **City Standards.** The User acknowledges that the City has standards for the design and installation of the User’s Sewer Service Connection. Any work to the Sewer Service Connection shall be done in accordance with those standards. The City’s

inspection and approval may be required where the Sewer Service Connection is changed, altered or replaced.

2. **Access to Sewer Service Connection.** The User agrees to keep the area around and above the Sewer Service Connection clear of obstructions. Examples of prohibited obstructions include stone walls, fences, lighting, sprinkler systems, large trees and large shrubs.
 - 2.1 **Septic Risers and Lids.** Septic lids shall not be covered and shall be visible to the naked eye. Septic risers shall be installed so that the lid is at or near ground level. The User agrees not to obstruct access to its septic lid so as to impede inspection, repair and pumping of the Sewer Service Connection, if necessary. Septic tank lids shall be properly placed, sealed and secured at all times when not being inspected or cleaned.
3. **Maintenance And Repairs.** The User shall install, maintain, repair and replace the Sewer Service Connection at its own expense. All maintenance and repairs to a User's Sewer Service Connection shall be reported to the City.
 - 3.1 **Periodic Inspection and Pumping.** The User agrees that it shall have a licensed contractor inspect its septic tanks every 5 years (or as otherwise set by resolution), pump the septic tank if necessary, and submit the inspection report to the City.
 - 3.2 **Reservation of Right To Perform Work.** If the User fails to properly install, maintain, pump, inspect or repair its Sewer Service Connection, then the City reserves the right to enter the User's Property, perform the work and invoice the User for the reasonable cost of services, labor and materials, including any excavation. This reservation of rights is important to maintain the safe and uninterrupted operation of the Sewer System.

The City shall make reasonable efforts to (1) provide advance notice to the User of the work required and (2) allow the User a time to cure the deficiency. The City may use a contractor to perform the work. Nothing herein shall obligate the City to provide any services, labors or materials for the User's Sewer Service Connection.
4. **Right of Entry And Access.** User hereby gives the City permission to enter upon the Property for the purposes of performing maintenance, inspections, improvements, pumping and repairs to (a) the User's Sewer Service Connection, as defined in the Sewer Ordinance and/or (b) the City's Sewer System. At times, the improvements, repairs and work performed by the City may include excavation. The User grants the City the right to excavate the area around the Sewer Service Connection.
 - 4.1 The City's right of entry shall extend to its agents, contractors, employees and assigns.
 - 4.2 In making any entry, work, or excavation on the Property the City shall make reasonable efforts to cause the least injury to the surface of the ground.
 - 4.3 The City shall not be responsible for repairing or replacing lawn, landscaping, trees, sprinkler systems, lighting or other improvements that are removed by the City in order to access, maintain, inspect or repair the User's Sewer Service Connection.
5. **Payments and Billing.**

- 5.1 **New Users.** For new users, a monthly wastewater service fee will be billed from the time a wastewater connection is purchased. Once the City has inspected and approved a sewer connection to the City's main sewer line, the full monthly wastewater service fee will be charged. The fee shall be prorated if service is for a period of less than the regular billing period.
 - 5.2 **Payments.** The property Owner shall be the responsible party for all wastewater costs including the monthly bills. At the Owner's written request, monthly bills may be sent to an agent or tenant. Any such request shall not relieve Owner of the ultimate obligation for payment of fees. Failure to pay a bill by the billing due date indicated on the bill shall render the account delinquent. Should a check for payment be returned for insufficient funds, the payer shall be charged a return check fee and the account will be deemed delinquent if the billed is not paid by the billing due date.
 - 5.3 **Delinquent Notice.** A wastewater service bill not paid by the 10th day after the account is due is considered delinquent. A reminder of account delinquency may be sent, at the discretion of the City.
 - 5.4 **Delinquency Penalties.** Delinquent accounts shall be assessed a monthly late fee. In addition, the past due amount, including late fees, shall bear interest at a rate to be set by resolution of the City Council.
 - 5.5 **Disconnection For Failure To Pay.** After twelve (12) months of nonpayment of the sewer bill, the premises will be subject to disconnection from the wastewater collection system. If the premises are disconnected, a new wastewater connection fee shall be purchased prior to reconnecting to the system.
 - 5.6 **Fees Set By Resolution.** User acknowledge that the fees, fines and penalties for wastewater service are set by resolution and may be changed from time to time.
6. **Service Is Interruptible.** In the case of breaks, leaks, or the necessity to repair or extend the System, the City shall have the right to temporarily cut off the User's sewer connection in order to perform such work. The City shall make reasonable efforts to provide the User with prior notice of any such temporary interruption of service, but no notice shall be required prior to the commencement of any such work. The City shall not be liable or responsible for any loss, damage or inconvenience suffered by the User or the User's agents, servants, employees, guests, invitees, assigns, or by those claiming the right to use the facilities of the User's sewage collection system or the Sewer System with the permission of the User or by having purchased the right of service from the User, or for any damage to property or reduction in the value thereof suffered or claimed to be suffered by any of the above-mentioned classes of persons and entitled as the result of any interruption, cessation or lessening of service, inadequate or excessive pressure or the backing up of sewage in the User's sewage collection system, and the User expressly waives any and all such claims and agrees to hold the City harmless from any and all forms of loss arising from the User's connection to the Sewer System or arising in any manner therewith.
 7. **Prohibited Discharges.** The User acknowledges that the City prohibits certain discharges into the Sewer System. A complete list is contained in the Sewer Ordinance.

8. Other Terms.

- 8.1 **Rights and Remedies Cumulative.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. A party's failure to exercise a right, power, privilege, or remedy hereunder shall not preclude further exercise at a later date.
- 8.2 **Modification.** This agreement may be modified or revoked only by a signed, written agreement of the parties. Any attempt by the User to cross-out, change or modify a part of this Agreement shall be disregarded and shall have no effect unless both parties have accepted the change to the Agreement by initialing the specific modification.
- 8.3 **Performance Date.** Any performance required under this instrument that falls due on a Saturday, Sunday, federal holiday, or state bank holiday may be performed on the next day that is not a Saturday, Sunday, federal holiday, or state bank holiday.
- 8.4 **Attorney's Fees.** If a party initiates judicial action, including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees and costs.
- 8.5 **Interpretation.** The captions and titles are for convenience and reference only. They shall not define, limit or construe the contents of any provision. Unless otherwise suggested by the context of the provision, the masculine gender shall include the feminine and vice versa. Words used in singular include the plural and vice versa.
- 8.6 **Severability.** Any provision prohibited by law or unenforceable shall not affect the remaining provisions of the agreement.