



SATELLITE SYSTEM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ (the "Effective Date") by and between the BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION, a body corporate and politic created by Local Act of the General Assembly of the State of Georgia (the "JWSC"), and _____, a _____ (also known as "_____").

RECITALS

- a. JWSC owns and operates the water and wastewater system serving customers inside the limits of the City of Brunswick and in the unincorporated portion of Glynn County, Georgia (hereinafter "Unified System")
- b. _____ owns property within the service area of the System, to wit: _____ (Parcel No. _____) and the improvements thereon (collectively, the "Property").
- c. _____ desires to _____

_____ (collectively, "the Project").
- d. As a condition of approval of the Project, JWSC requires the execution of this Satellite System Agreement to provide for areas of responsibility, standards of operation, and maintenance of the Project as set forth in this Agreement and Glynn County Ordinance Section 2-16-15.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JWSC and _____ agrees as follows:

- (1) **Area of Responsibility:** _____ or its successors or assigns in ownership of the Property (the "Property Owner") shall maintain the Project as depicted on Exhibit "A", which exhibit is attached hereto and incorporated herein by reference.

- (2) **Standards of Operation and Maintenance:** The Property Owner shall maintain and operate the Project in good working order and condition and in accordance with the applicable Glynn County and JWSC ordinances and regulations.

- (3) **Quality of Discharge and Quantity of Infiltration and Inflow:** The Property Owner shall maintain the quality and quantity of discharge from the Project in accordance with the applicable Glynn County and JWSC ordinances and regulations. Without limiting the generality of the foregoing sentence, the Property Owner shall maintain the Project in a manner that prevents the discharge of abnormal wastewater, storm water, excessive groundwater infiltration, excessive amounts of sand or other settling solids, cooling water, and other unpolluted wastewater in the System.

- (4) **JWSC Inspections:** The JWSC shall have the right to inspect the Project at all reasonable business hours upon 48 hours prior notice to the Property Owner. Notice for the purposes of coordinating inspection may be given in writing to: _____, _____; or, orally to _____ or to his designated agent.

- (5) **Damages and Attorney's Fees:** Pursuant to Glynn County Ordinance Section 2-16-15 (d), and this Agreement, the parties acknowledge and agree that all damages and costs incurred by the JWSC caused by the inadequate operation or maintenance of the Project, and costs incurred by the JWSC in providing remedial maintenance, repair, engineering and administrative efforts, surveillance and sampling, cleanup equipment, and legal fees and expenses which are directly attributable to the inadequate maintenance and operation of the Project, shall be paid by the Property Owner. Failure to adequately operate and maintain a satellite system, to the satisfaction of the JWSC, will also result in the discontinuance of services.

- (6) **Counterparts:** This Agreement may be executed with any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

- (7) **Notices:** Except as provided in Section 4 for routine inspections, all notices, approvals, consents, requests, demands, claims or other communications shall be in writing and shall be given (i) by delivery in person; (ii) by a nationally recognized next day courier service; (iii) by first class, registered, or certified mail, postage prepaid; (iv) by facsimile; or (v) by electronic mail to the address of the party specified on the signature page to this Agreement, or if a successor or assign to the Property Owner, to the address shown on the Glynn County ad valorem tax records for the Property, or such other address as either party may specify in writing in accordance with the terms hereof. All notices shall be effective upon receipt by the party to which notice is given, or on the fifth (5th) day following mailing, whichever occurs first.
- (8) **Assignment:** The parties hereto acknowledge that the Property Owner may desire to sell the Property or portions thereof in the future, and JWSC agrees and acknowledges that the rights and obligations the Property Owner has under this Agreement shall survive any such sale but are freely assignable and transferable to any such transferee.
- (9) **Obligations Imposed by Law:** The parties acknowledge and agree that certain requirements are imposed upon the owner of an existing, or proposed, satellite system by state and local law, specifically including Glynn County Ordinance Section 2-16-15, and the obligations contained therein are hereby incorporated by reference.
- (10) **Term, Termination, and Amendment:** This Agreement shall be effective upon approval by the parties hereto, which acknowledge that this Agreement is required by law to be in effect in order for the Property Owner to operate the Project, or any Satellite System within the meaning of Glynn County Ordinance Section 2-16-15, and that this Agreement is therefore intended to remain in effect for the duration of the operation of the systems associated with the Project. It may be amended upon written notice provided by the JWSC or the mutual consent of the parties, and is subject to termination only with the mutual written consent of the parties.
- (11) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and supersedes and terminates any and all understandings, negotiations, representations, agreements or contracts written or oral, entered into between the parties hereto, as of the effective date of this Agreement with reference to all matters covered by this Agreement.
- (12) **Forum Selection and Choice of Law:** The parties agree that any legal proceeding which arises from of this Agreement, or relates to the subject-matter contained therein, shall be brought in State Court or Federal Court located in the County of Glynn, State of Georgia. Property Owner irrevocably consents to the jurisdiction of said Court. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia including, but not limited to the Georgia Statute of Limitations.

(13) Independent Obligations: The Property Owner acknowledges that its obligations hereunder are independent of the obligations of the JWSC, and a breach of this Agreement by any party shall not suspend the obligation of any other party to comply therewith.

(14) Miscellaneous: With the exception of rights expressly conferred herein, nothing expressed or mentioned in or implied herein is intended or shall be construed to give to any person other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect hereto. This Agreement and the covenants, conditions and provisions hereof are intended to be used for the sole and exclusive benefits of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed as of the Effective Date.

BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION

By: _____

Printed Name: _____

Its: _____

Brunswick - Glynn County Joint Water
& Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
Email: _____

By: _____

Printed Name: _____

Its: _____

Email: _____