

**AGREEMENT FOR SEWER LINE CLEANING AND INSPECTION AND WAIVER OF
GREASE TRAP REQUIREMENTS**

This Agreement (“Agreement”), is made and entered into as of the ___ day of _____, 2021, by and between _____ (hereinafter “Restaurant”), and the City of Cornelia (hereinafter “Cornelia”).

WITNESSETH:

WHEREAS, _____ wishes to open a restaurant known as _____, located at _____, Cornelia, GA (the “Premises”); and

WHEREAS, Cornelia requires a grease trap for all restaurants located within the city limits; and

WHEREAS, Cornelia has a staff trained and equipped to provide sewer line cleaning; and

WHEREAS, it would be an undue burden on the Restaurant to install a grease trap at 631 Irvin Street because of exigent circumstances; and

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of _____, LLC and the City of Cornelia, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: PROCEDURES.

- A. The City of Cornelia will be responsible for providing routine sewer line cleaning and camera inspection at the Premises every six (6) months.

ARTICLE II: COMPENSATION

- A. The Restaurant shall pay Cornelia a surcharge of \$38.66 per month, to be added to the monthly Utility Bill.
- B. This amount will automatically increase by 3% every 12 months to cover the increased cost of providing the service.

ARTICLE III: TERM

- A. The term of this Agreement shall begin on the date set forth above and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. The term of this agreement shall be for 12 months following the execution by both parties.
- B. The agreement shall automatically renew every 12 months unless otherwise terminated pursuant to Article V.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. During the Term of this Agreement and any renewal thereof, Cornelia agrees to waive and suspend any and all requirement that the Restaurant maintain a grease trap at the Premises, including but not limited to those requirements set forth in the Municipal Code of the City of Cornelia in Sections 12-275 through 12-277 and shall forebear upon the enforcement of such.
- B. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- C. This Agreement may be terminated by either party upon written notice by Restaurant.
- D. Upon advanced written notice to Cornelia, the Restaurant may assign this agreement to a successor entity who is, or who shall become so within a reasonable period of time following the assignment, authorized and duly licensed to operate a restaurant at the Premises.
- E. The benefits of this agreement shall inure to the successors and assigns of the parties hereto.

City of Cornelia

By: _____
Donald Anderson, City Manager

Attest: _____
Debbie Turner, City Clerk

(SEAL)

Restaurant

By: _____
Owner

Attest: _____
Notary

(SEAL)