

RETURN TO:  
SEACOAST UTILITY AUTHORITY  
4200 HOOD ROAD  
PALM BEACH GARDENS, FL 33410

## SEWER SERVICE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_, 20-- by and between \_\_\_\_ (hereinafter referred to as "Owner") whose address is \_\_\_\_ and **SEACOAST UTILITY AUTHORITY** (hereinafter referred to as "Authority") whose address is 4200 Hood Road, Palm Beach Gardens, Florida 33410.

### WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

(hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to obtain sanitary sewer service for the Property by means of connection to Authority's sewer system; and

WHEREAS, in order to connect to Authority's sewer system, it will be necessary for Owner to install, operate and maintain a grinder pump system to collect wastewater generated on the Property, grind it, and pump it to a point of connection to Authority's sewer system.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Authority hereby agrees to provide sanitary sewer service to the Property subject to prevailing Authority policy and practice as well as the terms set forth herein.
3. Owner agrees to pay all Authority fees, charges and rates applicable to delivery of low pressure sewer service which include, but are not limited to:
  - a Connection charge of \$\_\_\_\_\_
  - b Pro rata share of Low Pressure Sewer System of \$\_\_\_\_\_, if applicable.
4. Owner agrees to install the grinder pump system at Owner's sole cost and expense (pump system, electrical, force main, emergency generator, etc.) and in strict accordance with Authority's service code as it may be amended from time to time.
5. Owner agrees to own grinder pump system and to be solely responsible for the operation, maintenance, repair, or replacement of the grinder pump system. In no event shall Authority have any responsibility for the installation, operation, maintenance, repair, or replacement of the grinder pump system or any costs associated therewith.

6. Owner agrees to protect the grinder pump station from damage and to ensure that no trees or shrubs will be located closer than six feet to the pump station or the service line.
7. Owner agrees to maintain at all times a maintenance/service agreement for the grinder pump system with a person or firm (“Central Management Entity”) experienced with wastewater pumping facilities and acceptable to Authority. Said agreement shall include provisions for both regular maintenance and twenty-four-hour emergency responses. Said agreement shall include twenty-four-hour contact information including a toll-free telephone number. Authority will periodically require Owner to provide documentary evidence of the maintenance/service agreement required by this section. Owner acknowledges and agrees that Owner’s failure to provide such documentary evidence in a timely manner and in a form acceptable to Authority may result in termination of service as set forth in Section 9.
8. Owner agrees that Authority shall have the right, but not the obligation to enter upon the Property and to perform such remedial action as Authority, in its sole judgment, deems necessary to protect public health and safety. Owner hereby agrees to indemnify and hold Authority harmless and to promptly reimburse Authority for all costs and expenses incurred by Authority in the event Authority performs such remedial actions.
9. Owner understands and agrees that Owner’s failure to abide by all covenants set forth in this Agreement shall be cause for disconnection of potable water and/or sanitary sewer service to the Property.
10. Owner acknowledges that the Authority may be required to complete certain improvements to the Authority’s infrastructure which must be designed, permitted, constructed and released for service prior to the availability of low pressure sewer service as authorized by this Agreement. The Authority agrees to prosecute this work, but there shall be no liability whatsoever on the Authority for failure to deliver service to the Owner according to the Owner’s needs or schedules. This Agreement does not constitute a timetable for delivery of service, and no representation or warranty of such is expressed or implied.
11. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the title to the Property and will forever benefit Authority and bind the Owner and all future owners of the Property, including, without limitation, their heirs, successors, legal representatives and assigns. Owner agrees to advise any purchaser or other transferee of the Property that the Property is served by a grinder pump system which is to be operated, maintained, repaired, and replaced by the purchaser or other transferee pursuant to this Agreement.
12. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold Authority harmless from and against any and all liabilities, damages, claims, costs, and expenses, including attorneys’ fees, which may be imposed upon or asserted against Authority arising from or in any way connected with the installation, operation, maintenance, repair, or replacement of the grinder pump system, or failure of the grinder pump system to adequately service the Property.
13. Owner understands and agrees that Authority will record this Agreement in the public records of Palm Beach County, Florida.

**IN WITNESS WHEREOF**, the Owner has executed this Agreement as of the date first above written.

WITNESS:

OWNER:

Signed, sealed and delivered  
In the presence of :

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
of who is personally known to me or who has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

Notary Public - State of Florida

Commission No.

My Commission Expires:

WITNESS:

SEACOAST UTILITY AUTHORITY:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ and  
\_\_\_\_\_, Chair and Authority Clerk, respectively of Seacoast Utility  
Authority, who are both personally known to me.

By: \_\_\_\_\_  
Rim Bishop, Executive Director

Attest: \_\_\_\_\_  
Jessica Moore, Authority Clerk

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.  
My Commission Expires: