

**SEWER SIMPLEX GRINDER PUMP INSTALLATION  
AND MAINTENANCE AGREEMENT**

This Agreement entered into by and between Regional Utilities, (herein "provider") and \_\_\_\_\_, (herein "owner"), each in consideration of the terms contained herein and in the further consideration of ten dollars (\$10.00) \_\_\_\_\_ both of whom hereby acknowledge, do agree as follows:

1. The provider agrees to make a grinder pump available to new and existing homes where there is existing sewer service for the terms and conditions stated herein. Simultaneously with the execution of this agreement, the owner shall pay the following cost incurred, as well as recording fees of \$44.00. The installation fee is based on the use of equipment for installation. Any hand digging required for installation will be charged an extra \$50.00 per hour using a two man crew.

The costs associated are (check if applicable):

For simplex grinder package \_\_\_\_\_

For simplex grinder installation \_\_\_\_\_

For septic tank disposal \_\_\_\_\_

Additional charges \_\_\_\_\_

Total charges \_\_\_\_\_

2. The parties hereto agree that any litigation resulting from default or other breach of this agreement venue shall lie in Walton County, Florida.
3. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto and the owner agrees that this agreement shall be disclosed to any prospective purchaser or successor in interest to the owner.
4. The owner represents that the property description and parcel number provided herein coincides with the property where grinder is installed.
5. The provider will furnish and install the sewage pump required to connect to the force main. The owner also agrees that the rate increases or decreases are subject to change as determined by the provider and approved by the Walton County Board of County Commissioners.
6. The provider will connect the pump within three feet of the premise's discharge line. Any additional line required for connection will be charged to the customer at a rate of \$5.64 per foot.

Customer Initials \_\_\_\_\_

7. In addition to the foregoing connection fees, should the owner's premises be located more than 150 feet from the main trunk line, an additional fee of \$3.39 per foot shall be imposed, and be due and payable upon the execution of this agreement.

8. The provider will clean and service the lift station annually. All additional cleaning for removing grease buildup from the lift station due to negligence or misuse by owner will be charge to the owner. In the event of such grease buildup, the Provider agrees to remove same, there will be a separate additional charge for such service, billed on the next statement of the owner.

9. The Provider shall not be responsible for emergency power due to power outages or for any damages to party of the second part caused as a result of power outages or other events beyond the control of the Provider.

10. The Provider will provide maintenance at the time of this agreement which will cover the parts and labor for maintenance of the pump at a monthly cost of \$6.88 per month per ERC that will be included in the monthly sewer service rate  $\$6.88 \times (\text{number of ERCs})$

11. The owner understands and agrees that the current rates and billing cycles included herin are as of the date of this agreement and may be subject to change up or down on March 1<sup>st</sup> of each year based on the Consumer Price Index as published by the Public Service Commission, and agrees to be bound by the terms of any such rate change. The owner also agrees that rate increases or decreases are subject to change as determined by the Provider and approved by the Walton County Board of County Commissioners.

12. The parties understand and agree that the provider shall not be responsible for the repair or replacement of any landscaping, driveways, fencing or sidewalks, damaged or removed, during the installation of service and all such costs should be the responsibility of the owner.

13. In, furtherance of this provision, the owner grants to the provider a right-of-entry for the purpose of providing the service identified herein and agrees that the provider shall be held harmless from any and all liability as a result from the performance of this agreement.

14. Barring any unforeseen or uncontrollable delay, the provider agrees to perform the installation herein within one hundred and twenty (120) days from the date of this agreement.

15. The property which is the subject of this installation agreement is identified in Exhibit "A" attached hereto.

Customer Initials \_\_\_\_\_

16. Disconnection hereunder shall result in discontinuance of company water services to the premises if furnished by provider.

17. Should provider determine the gravity line from the house to its grinder pump station requires replacement or repair due to infiltration of ground water or inflow from rainwater, the homeowner will be responsible to replace or repair it, and must do so promptly, at the homeowners expense.

18. The homeowner must supply 120/240 volt, 30 amp, 4 wire, 10 gauge, electrical service with a disconnect at the grinder station control panel, the homeowner must have this completed before the contractor is ready for startup of the grinder pump station, at the homeowners expense (see attached diagram).

19. The homeowner/occupant will provide, at the homeowner's/occupant's expense, the electricity to operate the grinder pump station.

20. In the event of sewage line stoppage, the homeowner/occupant must first determine that the stoppage doesn't exist in the homeowners/occupant portion of the line. Upon determination the stoppage exists in REGIONAL UTILITIES' portion of the line, the homeowner/occupants should contact REGIONAL UTILITIES' service response number to report the problem.

21. The homeowner/occupant MUST NOT introduce any foreign objects into the wastewater collection system through the sinks, drains, or toilets such as glass, metal, plastics such as toys and utensils, sanitary napkins or tampons, seafood shells, fish scales, diapers, rags, clothing of any kind. In addition, you must NEVER introduce explosives, flammable material, oil or grease, strong chemicals to include household chemicals, or gasoline.

22. If the grinder pump fails due to misuse or abuse, then the occupant will be liable for any damages including the cost of materials, labor and equipment caused by his negligence.

23. Storm and/or surface water must not be drained into wastewater collection system. The homeowner shall not construct any type of structure (i.e. bushes, shrubs, flower beds, trees, sheds, fences, etc...) which would hamper or prevent REGIONAL UTILITIES' ability to access its grinder pump or grinder pump control panel, for routine or emergency maintenance.

Customer Initials \_\_\_\_\_

24. In no event shall REGIONAL UTILITIES be liable for any damages, incidental or consequential damages as a result of the installation, operations, and/or maintenance of the wastewater collection system.

25. Wastewater will not be accepted by REGIONAL UTILITIES until the terms of this contract are met, the homeowner/occupant signs this document, and returns the original to REGIONAL UTILITIES office where it will be maintained.

I have read, understand and agree to the terms and conditions of this agreement.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Provider - **Regional Utilities**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parcel ID #

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ for identification purposes.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ for identification purposes.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

File Reference # \_\_\_\_\_