

Prepared by: Heidi G. Klemm
Return to: Town of Davie
Utilities Department
6591 Orange Drive
Davie, FL 33314

FILE NO. 10-

WATER AND SEWER SERVICE AGREEMENT TOWN OF DAVIE UTILITIES DEPARTMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereby called "UTILITY" and , hereinafter called "OWNERS".

WHEREAS, UTILITY is presently engaged in providing water and sewer services; and,

WHEREAS, OWNER owns or controls certain property in Broward County, Florida, legally described as follows:

SEE ATTACHED EXHIBIT "A"

Also known as: , Davie, Florida; all references, hereinafter contained, to OWNER'S property mean the property herein referred to: and,

WHEREAS, OWNER'S are desirous of availing themselves of the facilities of the UTILITY to obtain Water and/or Sewer Service for composed of located, or to be constructed on OWNER'S property, as shown on EXHIBIT "A".

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. UTILITY agrees to furnish water and/or sewer service to the structures within OWNERS property, in accordance with the terms, provisions and stipulations set forth in the standard UTILITY service policy as approved by Town Council under Resolution R-84-160 which is made a part hereof as if fully set out in this agreement.
2. The OWNERS, for themselves, their heirs, executors, administrators, or successors do hereby covenant and agree to accept said water and/or sewer service in accordance to the terms, provisions and conditions set forth in the standard UTILITY service policy mentioned herein above.
3. The OWNERS without further action, do hereby grant and give to the UTILITY an easement in, under, upon, over and across the said property, including all necessary rights of ingress and egress that the UTILITY shall reasonably require in order to construct, maintain and operate the water and sewer service to the said property and any adjoining or adjacent property provided such easements do not interfere with the OWNER'S use of the property. As further evidence of said granting of easements, and prior to the rendering of service by the UTILITY, OWNER shall convey said easements to UTILITY by this easement grant document, in recordable form prescribed by UTILITY.
4. The OWNERS agree to pay the connection, tap-in, line extension and meter installation charges in accordance with the calculations and schedule shown in EXHIBIT "B" attached hereto and made a part hereof as approved by Ordinance O-2007-038.

5. By these presents, **OWNER** hereby transfers to Utility title to all water distribution and/or sewage system facilities installed by **OWNER** or **OWNER'S** contractor, pursuant to the provisions of this Agreement and the standard utility service policy mentioned herein above. Such conveyance shall take effect without further action upon completion of the installation and upon the acceptance of the new facilities by the Town Engineer. As further evidence of such transfer of title, **OWNER** shall convey to the **UTILITY**, by Bill of Sale, in form provided by the **UTILITY**, the complete water distribution and sewage system facilities as constructed by **OWNER** and approved by the **UTILITY**.
6. Both parties agree that Utility may raise water and sewer connection fees during the pendency of this agreement upon ninety (90) days prior notice in accordance with Florida law.
7. Both parties agree that this agreement shall be binding on them, their heirs, executors, administrators or successors in title to the **OWNER'S** property. However, any other assignment or transfer of **OWNER'S** rights and obligations under this agreement is hereby prohibited.
8. If the **UTILITY** is required to retain counsel to enforce any term or condition of the agreement, the **UTILITY** will be able to recover from the **OWNERS** all costs incurred, including a reasonable attorney's fee.
9. The **UTILITY** is not responsible for replacement of driveways, survey stakes, swales, sidewalks, landscaping, fences, etc. outside of dedicated utility easements.
10. Capacity reservations fees and Capital Financing Recovery Fees will become due and payable to the **UTILITY** in accordance with EXHIBIT "C" attached hereto and made a part thereof.
11. The **UTILITY** reserves the right to adjust the connection charges if and when the actual flows of the project are found to be in excess of the estimated flows shown in attached EXHIBIT "B", or at any time the site plan or occupancy of the existing building is changed.

IN WITNESS THEREOF THE parties have caused the due execution thereof the day and year first above written.

Signed, sealed and delivered in the presence of:

TOWN OF DAVIE:

WITNESS

MAYOR

WITNESS

ATTEST: **TOWN CLERK**

OWNER:

WITNESS

(Name of witness typed or printed)

WITNESS

(Name of witness typed or printed)

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

SIGNATURE OF NOTARY

(NAME OF NOTARY, TYPED, PRINTED OR STAMPED)

EXHIBIT "C"

CAPACITY RESERVATION FEES

1. **VACANT UNITS:** Property owners are responsible for payment of Base Water and Sewer Service charge even when units are not occupied.
2. **UNCONSTRUCTED UNITS:** Developer is responsible for payment of Base Water and Sewer Service charges for all units not occupied or built within twelve (12) months from the date of the original Water and Sewer Agreement. Charges will be based on the number of unoccupied and/or unconstructed ERCs. Lack of payment will nullify service agreement and capacity reservation.
3. The parties acknowledge that payment of **CAPACITY RESERVATION FEES** made by the **OWNER** shall be considered as revenue (income) on the UTILITIES books. Under no circumstances shall payments of such fees be considered contributions in aide of construction. It is further recognized, understood and agreed that such **CAPACITY RESERVATION FEES** are in lieu of actual revenue from consumers for that interim period of time prior to the construction and occupancy of dwelling and building.
4. **REQUIREMENT TO PAY:** The requirement for the payment of said **CAPACITY RESERVATION FEE** shall be a covenant running with the land and shall be a condition precedent to further service and binding upon the **OWNER**, its successors and assigns or subsequent owners holding by or through the **OWNER**.

CAPITAL FINANCING RECOVERY FEES (CRFR)

1. Capital Financing Recovery Fees recapture the financing costs associated with the water and wastewater capacity necessary for new connections. Such fees will be used to pay the principal of and interest on the utility bonds and other utility debt as shall become due. These fees accrue over a six-year period. These charges are to be paid at the time a building permit is issued and are in addition to Contribution Charges.
2. The Capital Financing Recovery Fee is based upon the water and sewer cost recovery data derived from the 2007 Town of Davie Water and Wastewater Rate Study.

Monthly Accrual

Water System	\$11.97
Wastewater System	<u>\$ 8.11</u>
Combined System	\$20.08

WATER AND SEWER SERVICE AGREEMENT FILE NUMBER **10-**, BETWEEN THE **TOWN OF DAVIE** AND .

APPROVED:

TOWN ADMINISTRATOR OR DESIGNEE

DATE: _____