



WATER AND/OR WASTEWATER PRIVATE OR PARTIAL OWNERSHIP AGREEMENT

THIS AGREEMENT TO BE COMPLETED PRIOR TO APPROVAL OF PLANS BY GRU

Applicant Name: _____ DATE: _____

Development Name: _____ (The Project)

Description of Facilities to be Maintained by GRU: (State none or give specific description of partially maintained facility)

- Water Wastewater Reclaimed Water

Horizontal lines for description of facilities to be maintained by GRU.

Description of Facilities to be Maintained by Applicant: (State entire or give specific description of partially maintained facility)

- Water Wastewater Reclaimed Water

Horizontal lines for description of facilities to be maintained by Applicant.

The Applicant being the owner of certain water distribution, wastewater pumping and/or wastewater collection facilities serving the above named project, desires to perpetually maintain and operate all or a portion of said facilities and to connect the same to the existing central water distribution and/or wastewater collection facility owned and operated by GRU.

The City of Gainesville/Gainesville Regional Utilities, (GRU) owns and operates public utilities defined in this agreement as water distribution, reclaimed water distribution, wastewater collection systems, electric and gas transmission and distribution systems, and communication services.

In consideration of these facts and the mutual promises set out in this Agreement, the parties agree to the following:

A) **APPLICANT'S OBLIGATIONS:**

1. Operation and Maintenance: The Applicant hereby accepts the sole responsibility for the perpetual operation and maintenance of the facilities described above as to be maintained by Applicant, in accordance with all State, Federal and Local requirements.

The Applicant shall be responsible for water and wastewater system inspection fees.

To ensure continuous adequate utility service, and to ensure a clean, orderly and presentable appearance, the Applicant shall perform maintenance and repairs with due diligence and in accordance with generally acceptable utility practice to the water and/or wastewater systems maintained by the Applicant subject to this agreement.

The Applicant shall submit proof of registration with Sunshine One Call of Florida, Inc. and the name and license number of the underground utility maintenance entity to GRU herewith.

a) Sunshine One Call Member Code _____

b) Maintenance Entity _____
License # _____

The Applicant shall be solely responsible for maintaining utility service to the properties maintained by the Applicant subject to this agreement, and for the reestablishment of service, at its own cost, in a timely and prudent manner. In instances of utility disruptions beyond the control of the Applicant, the Applicant shall provide temporary wastewater service during periods of power outage in consideration of reasonable practicality for the conditions present and to provide continuous water service during periods of long term disruptions as far as practical.

The applicant understands that water and/or wastewater service may be interrupted by GRU at any time during periods of maintenance or failure of GRU's central systems. Upon notification by GRU of a service interruption, (contact person's name _____ and phone number _____) the Owner shall be responsible to place all wastewater pumping equipment in the off position and shall be required to provide on-site storage disposal of wastewater during service interruption periods. The applicant shall also provide temporary water service if required by whatever means necessary.

In the event the Applicant decides to sell this property, GRU shall be notified and the responsibilities of this agreement shall be transferred to the new owner and remain in full effect.

2. Future Modifications: The Applicant shall, at Applicant's expense, make all future modifications to its facilities which may be required to provide acceptable and continuous utility service to the subject project in accordance with all prevailing City of Gainesville Ordinances. The Applicant shall upgrade the water and/or wastewater systems as necessary to maintain service to the subject project. The applicant understands that these required upgrades may result from changes in GRU's water distribution and/or wastewater collection and force main systems. These changes may include but are not limited to changes in line pressure.

3. Indemnity/Hold Harmless: The Applicant shall be solely responsible for, indemnify and hold GRU, its officers and employees harmless from any damages to persons, property or facilities, arising from operation and maintenance of those water and/or wastewater systems maintained by the Applicant subject to this Agreement.
4. Resale: The Applicant acknowledges that the resale of GRU potable water for profit is prohibited. Charges for water service shall at a maximum recover the cost of potable water and any costs Associated with the operation, maintenance and administration of the on-site distribution system.
5. Permits: The Applicant shall make application for and secure all required construction and operating permits from the Florida Department of Environmental Protection (FDEP) and all other applicable Federal, State and Local agencies. The Applicant shall also submit to GRU written release and authorization from FDEP and other permitting agencies to place the water and/or wastewater systems into operation prior to the rendering of service by GRU.

B) GAINESVILLE REGIONAL UTILITES OBLIGATIONS:

Following payment of all appropriate fees by the Applicant and payment of any applicable connection charges by the customer and receipt of all permits in Paragraph 5 above, GRU agrees to provide utility service, to the extent water and/or wastewater treatment plant and system capacity is available, to all individual properties within the subject project, and to provide meters and metering appurtenances, and services as required to provide water and/or wastewater service in accordance with the prevailing Water and Wastewater service Policies and the City of Gainesville Ordinance.

Dated this _____ day of _____, 200__.

APPLICANT OR AUTHORIZED REPRESENTATIVE

(Letter of Authorization to GRU required if not signed by Applicant)

By: _____
(Please Print)

Signature: _____

Title: _____

CITY OF GAINESVILLE

GAINESVILLE REGIONAL UTILITIES

By: _____
(Please Print)

Signature: _____

Title: _____