



Putnam County
Department of Public Works

P. O. Box No. 310
223 Putnam County Boulevard
East Palatka, FL 32131
Phone: (386) 329-0346 Fax: (386) 329-0340

USERS AGREEMENT

This Agreement made as of this _____ day of _____, 2022, between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and Name: _____

Mailing Address: _____
who is the Property Owner/Property Lessee (the "ACCOUNT HOLDER").

Services Desired: Water Service _____ (initials)
 (Check Box) Wastewater Service _____ (initials)

WITNESSETH: Whereas, the ACCOUNT HOLDER desires to purchase utilities services as indicated above from the COUNTY in accordance to the annual county fee schedule resolution, Exhibit G, and to enter into Utilities User Agreement as required by the Putnam County Water/Wastewater Utility Ordinance, Ordinance No. 2008-17, and East Putnam Regional Water System, Resolution Nos. 2009-43 and 2009-55.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The COUNTY shall furnish, subject to the limitation set out in the Ordinances, Resolutions, Rules and Regulations of the COUNTY now in force, or as hereafter amended, such quantity of water/wastewater as the ACCOUNT HOLDER may desire in connection with ACCOUNT HOLDERS occupancy of the following described property:

Physical Address: _____
Phone # _____ Parcel No.: _____

The COUNTY shall install the appropriate appurtenances (in the case of water – a water meter, cutoff valve and service line, for wastewater – a wet well/grinder pump and service line) which shall begin at the COUNTY’S main line and extend to the property line. The COUNTY shall reserve the exclusive right to those appurtenances. The service line(s) shall connect with the main line of the COUNTY at the nearest place of connection to the ACCOUNT HOLDER, provided the COUNTY has determined in advance that the system has sufficient capacity from that point of connection.

The ACCOUNT HOLDER agrees to grant to the COUNTY, its successors and assigns, a perpetual easement in, over, under, and upon the above described land, with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipe lines and appurtenant facilities, together with the right of utilize adjoining lands belonging to the ACCOUNT HOLDER for the purpose of ingress to and egress from the above described lands.

The ACCOUNT HOLDER shall install and maintain at the ACCOUNT HOLDERS expense the appropriate service line(s) which shall begin at the connection boxes and extend to the dwelling or place of use. The service line shall connect to the COUNTY'S water meter and/or wastewater wet well.

The ACCOUNT HOLDER also agrees to be fully responsible for the service line(s) from the COUNTY provided connections to the dwelling or place of use including the installation of an approved back-flow device, if required.

The ACCOUNT HOLDER agrees to comply with and be bound by the Ordinances, Resolutions, Rules and Regulations of the COUNTY now in force or as hereafter duly and legally supplemented, amended, or changed. The ACCOUNT HOLDER also agrees to pay for water and/or wastewater at such rates, time, and place as shall be determined by the BOARD, and agrees to the imposition of such penalties for noncompliance as are now set out, or which may be hereafter adopted and imposed by the COUNTY.

The ACCOUNT HOLDER agrees to pay a deposit in the amount of **One Hundred Dollars (\$100.00) Each for Water Service and for Wastewater Service.** In the event service to the ACCOUNT HOLDER is terminated, either voluntarily by the ACCOUNT HOLDER, or by the COUNTY for cause, the deposit shall be held and applied by the COUNTY to any unpaid balance then owing on the ACCOUNT HOLDERS account. Should the account be fully paid at the time of termination of service to the ACCOUNT HOLDER, the deposit shall be refunded by COUNTY within a reasonable time thereafter provided the ACCOUNT HOLDER had continuous service for a period of twenty-four (24) months.

The ACCOUNT HOLDER agrees to pay the appropriate connection fees for water and for wastewater services as set for in the county fee schedule.

The COUNTY shall have final authority in any question of location of any service line connection to its main lines; shall determine the allocation of water to ACCOUNT HOLDERS in the event of a water shortage; and may shut off water to an ACCOUNT HOLDER who allows a connection or extension to be made of the ACCOUNT HOLDER'S service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the ACCOUNT HOLDERS, or in the event there is a shortage of water, the COUNTY may prorate the water available among the various ACCOUNT HOLDERS on such basis as is deemed equitable by the BOARD, and may also prescribe a schedule of hours covering use of water for garden/lawn purposes by particular ACCOUNT HOLDERS, and require adherence thereto or prohibit the use of water for garden/lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the ACCOUNT HOLDERS, the COUNTY must first satisfy all of the needs of all ACCOUNT HOLDERS for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden/lawn purposes.

The ACCOUNT HOLDER agrees that no other present or future source of water shall be connected to any water lines service by the COUNTY'S water lines and will disconnect from the present water supply prior to connecting to and switching to the COUNTY'S system and shall eliminate their present or future cross-connections in the ACCOUNT HOLDERS system.

The ACCOUNT HOLDER agrees that in accordance to COUNTY ordinances, once the wastewater connection is made to the COUNTY'S wet well and the wastewater system is active, the ACCOUNT HOLDER shall have any pre-existing septic tank on the property decommissioned at the ACCOUNT HOLDER's expense.

The ACCOUNT HOLDER shall connect the service lines to the COUNTY'S provided connections and shall commence usage of the system on the date the utility connections are made available to the ACCOUNT HOLDER by the COUNTY. Utility charges to the ACCOUNT HOLDER shall commence on the date service is made available, regardless of whether the ACCOUNT HOLDER connects to the system.

In the event the ACCOUNT HOLDER shall breach this contract by refusing or failing, without just cause and through no fault of the COUNTY, to connect to a service line within six months of the effective date of this contract, or as otherwise agreed to by both parties, to the COUNTY'S distribution or collection system as set forth above, the ACCOUNT HOLDER agrees to pay the COUNTY a lump sum of **Three Hundred Fifty Dollars & Zero Cents (\$350.00) for Residential Water Connections, One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) for Commercial Water Connections in addition to meter costs for meters above 5/8 inch, and One Hundred Dollars and Zero Cents (\$100.00) for Wastewater Connections.** The ACCOUNT HOLDER is also responsible for any remaining balances on the Water Connection Fee or the Wastewater Connection Fee.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the ACCOUNT HOLDER in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The failure of an ACCOUNT HOLDER to pay utility charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days (10) from the due date will be subject to a penalty of five percent of the delinquent account.
2. Nonpayment within thirty (30) days from the billing date will result in the utility service being shut off to the ACCOUNT HOLDERS property.
3. In the event it becomes necessary for the COUNTY to shut off utility services from an ACCOUNT HOLDERS property, a fee set by the BOARD in its fee schedule will be charged for a re-connection of the service.

It is understood by the PROPERTY OWNER that should the ACCOUNT HOLDER fail to fulfil their financial obligation for installation fees or monthly use charges, after the deposit is deducted from the account balance, any outstanding charges will become the responsibility of the PROPERTY OWNER.

IN WITNESS WHEREOF, we have executed this Agreement this _____ day of _____, 2022.

ACCOUNT HOLDER

COUNTY'S DULY AUTHORIZED REPRESENTATIVE

PROPERTY OWNER
(if not Account Holder)

Notary Signature
(if not signed in presence of County Representative)

Affix Seal Below: