

SANIBEL SEWER SYSTEM  
**WASTEWATER SERVICE AVAILABILITY AGREEMENT**  
 WASTEWATER CAPACITY APPLICATION NUMBER

The Sanibel Sewer System (CITY) as of this (DAY) \_\_\_\_\_ 20\_\_\_\_, has approved transmission, treatment and effluent disposal capacity for (\_\_\_\_) Equivalent Residential Connection(s) (ERCs) for (NAME) \_\_\_\_\_ for the parcel located (ADDRESS) \_\_\_\_\_ under the project name of \_\_\_\_\_ **Sewer Expansion Project.**

**THIS APPROVAL IS CONTINGENT UPON AND SUBJECT TO THE FOLLOWING:**

1. The APPLICANT is solely responsible for obtaining all permits from the **Department of Environmental Protection** and the **City of Sanibel** should they be required, and shall bear all costs for such permits including application fees and performance bond fees.
2. The **APPLICANT** is solely responsible to notify the CITY at least 24 hours prior to connection of the **APPLICANT'S** facilities to the Sanibel Sewer System. The CITY shall then inspect and accept the connection upon completion of the proper installation. Should the **APPLICANT** fail to notify the CITY, the **APPLICANT** shall make arrangements for an after-the-fact inspection of the connection, and shall be responsible for all costs incurred by the inspector and/or the CITY.
3. The CITY requires copies of all engineering plans, permit applications, and other submittals related to this connection. This approval is for the location noted above and is nontransferable without written approval by the CITY.
4. The **APPLICANT** agrees to abide by all of the rules, regulations, policies, and procedures of the CITY through the execution of this contract. The **APPLICANT** agrees to provide access to his of her property for maintenance, inspection, testing, installation, removal or repair of CITY property, or for any other purpose incident to the operation and management of the CITY. The **APPLICANT** agrees to pay all applicable fees, rates and charges as a customer of the CITY.
5. **APPLICANT** agrees to pay all fees and charges associated with the connection to the Sanibel Sewer System as determined by the CITY. The fees and charges, subject to adjustment, required per equivalent residential connection (ERC) which are determined and due and payable prior too connection or financed in accordance with existing City Ordinances, Resolutions, and policies. Nothing within this Agreement precludes the **APPLICANT** from financing the fees and charges in accordance with City Ordinances, Resolutions, and polices.
6. **REPAIR, OPERATION, AND MAINTENANCE RESPONSIBILITY:** By acceptance of the wastewater disposal permit and completion of the work authorized therein, the property owner(s), their heirs, successors and assigns, hereby agree to comply with all provisions of City of Sanibel Ordinance 91-34, including the following condition:
  - The owner agrees further to keep all pipes, plumbing, apparatus, equipment and plumbing fixtures in repair and to promptly stop all leaks on the owner's premises. **THE CITY OF SANIBEL SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR OPERATION OF SANITARY FACILITIES LOCATED ON THE OWNER'S SIDE OF THE POINT OF DELIVERY OF SERVICE.**

As **APPLICANT**, I understand the requirements and agree to comply with all requirements of the CITY and all governmental entities.

<b>APPLICANT</b>	<b>DATE</b>	<b>CONNECTION FEE \$</b> _____
		<b>TRANSMAIN FEE \$</b> _____
		<b>TOTAL: \$</b> _____*

\_\_\_\_\_  
Signature

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

\* Note: Fees may in increase after September, 30<sup>th</sup>.

**CITY REPRESENTATIVE**

**DATE**

\_\_\_\_\_  
Gates D. Castle PE, Sandy Larsen PE, or Joshua Holler for the CITY