



**DEVELOPER'S
INFRASTRUCTURE, CAPACITY AND INSPECTION
AGREEMENT**

"NAME OF PROJECT"

This Developer's Infrastructure, Capacity and Inspection Agreement, ("**AGREEMENT**") is made this _____ day of _____, _____, by and between the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA**, ("**COMMISSION**"), and _____, (OWNER), (GENERAL PARTNER), (AUTHORIZED AGENT), (CORPORATION), LICENSED IN THE STATE OF FLORIDA, authorized to do business in the State of Florida, ("**DEVELOPER**").

RECITALS

WHEREAS, DEVELOPER (owns) (is the contract purchaser of, and has provided letter of authorization to apply) certain property ("**PROPERTY**") located in Volusia County, Florida, within **COMMISSION'S** service area(s) and is described in EXHIBIT "A";

WHEREAS, DEVELOPER, requests utility service with connections for electric, potable water, irrigation water, wastewater, and/or reclaimed water, or any combination thereof;

WHEREAS, COMMISSION is willing to provide electric, potable water, irrigation water, wastewater, and/or reclaimed water service to **DEVELOPER** in accordance with and subject to the terms and conditions of this **AGREEMENT** and all applicable rules, regulations, specifications, laws, and requirements. Any changes, additions or deletions made to the language in this **AGREEMENT** are shown in the attached EXHIBIT "B";

WHEREAS, COMMISSION has other charges and fees for development, as detailed in **COMMISSION'S** Rates Charges and Fees Summary, which are not detailed in **AGREEMENT**, which **DEVELOPER** may also need to pay;

WHEREAS, the utility infrastructure (involving electric, water, wastewater, and reclaimed water supply facilities herein referred to as utility infrastructure) of **COMMISSION** to support growth as planned is impacted by the aggregate of all surrounding development;

WHEREAS, to apportion the costs for the utility infrastructure needs to support a given area, **COMMISSION** desires to fairly apportion costs to **DEVELOPER** for the future or existing infrastructure to meet needs to serve multiple developments of differing size, use, and scope;

WHEREAS, in recognition of the benefits of conceptual long-range planning for the build out of an area pursuant to the comprehensive plan, and detailed planning for specific areas, consistent with the comprehensive plan; to further the intent of Florida Statutes s. 163.3177(11) which supports innovative and flexible planning and development strategies, and the purposes of Chapter 163, Florida Statutes, and to avoid the disproportionate distribution of costs upon existing customers for necessary services for new customers;

WHEREAS, COMMISSION will not review, consider, or sign any permit applications until **DEVELOPER** has remitted payment, in full, of infrastructure and inspection fees;

WHEREAS, DEVELOPER has developed plans and specifications relative to the **COMMISSION's** facilities to serve **DEVELOPER's PROJECT** as described in EXHIBIT "C" and located in EXHIBIT "D" and surrounding areas;

WHEREAS, DEVELOPER shall submit with this **AGREEMENT**, all documents as detailed in the **AGREEMENT** and other documents requested by **COMMISSION**, as deemed practical, for review and approval by **COMMISSION**;

WHEREAS, DEVELOPER represents that it expects to develop **PROPERTY** in accordance with County of Volusia or City of New Smyrna Beach's Land Development Regulations and other policies in (____) phases, **COMMISSION** agrees to provide service for (____) phases; and,

WHEREAS, electric, potable water, irrigation water, wastewater, and reclaimed water service for **PROPERTY** shall be provided in the manner described below and subject to the terms and conditions described herein.

NOW, THEREFORE, in consideration and incorporation of the **RECITALS** hereof, for and in consideration of the mutual understanding and agreement herein contained and assumed, and other good and valuable considerations received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby **AGREE** as follows:

SECTION 1 **DEFINITIONS**

The parties agree that in construing this **AGREEMENT**, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

1.1 _____ ("**PROJECT**") is the trade name or commercial name of the improvements described herein, which are to be constructed on the **PROPERTY**. Project Summary and Location Map are located in EXHIBITS "C" and "D". EXHIBITS "C" and "D" shall be provided by **DEVELOPER**.

1.2 "**Adjustments to the Infrastructure and Capacity Fee Payments**" means if **DEVELOPER** alters the Plan and Specifications to **DEVELOPER's Facilities** and is re-permitted for such alterations, and the number of services, meters, or any other points of connections to the **COMMISSION's** system is affected, the amount paid hereby shall be adjusted upward or downward accordingly.

1.3 "**Assignment**" means **DEVELOPER** may assign all of the right, title and interest in and to and under this **AGREEMENT**, subject, however, to the express condition precedent that the written consent is first obtained from **COMMISSION**. Assignee agrees to perform all of the duties and obligations of **DEVELOPER** under **AGREEMENT**. If **DEVELOPER** has provided a Guarantee of Payment for the monies subject to this **AGREEMENT** in any form, (i.e. Irrevocable Letter of Credit), said Guarantee of Payment shall remain in effect until the

obligations hereto have been paid in full or Assignee institutes a subsequent Guarantee of Payment to the satisfaction of the **COMMISSION**.

1.4 "Business Day and Working Day" - These terms are used interchangeably and shall mean weekdays Monday through Friday, 8:00 a.m. to 5:00 p.m., inclusive, excluding legal holidays.

1.5 "Capacity Fees" means fees based on capital costs spent to provide potable water, irrigation water, wastewater, and reclaimed water, and the impact that each individual structure(s) has on said systems.

1.6 "DEVELOPER's Facilities" means those collection, distribution, and transmission facilities the **DEVELOPER** will construct to provide electric, potable water, irrigation water, wastewater, and reclaimed service.

1.7 "PROPERTY" means that real property described in EXHIBIT "A" hereof.

1.8 "Disclosure of Beneficial Interest Pursuant to Florida §286.23 Form" - Pursuant to Florida §286.23 (1), any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever for others, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased or taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, make a public disclosure in writing, under oath, and subject to the penalties described for perjury, stating the name and address of any and every person having a beneficial interest in the real property, however small or minimal. The written disclosure shall be made to the local government unit, in this case, General Manager/CEO, Utilities Commission, City of New Smyrna Beach, Florida, P.O. Box 100, New Smyrna Beach, Florida 32170-0100. Said disclosure will be made an integral part of this **AGREEMENT** and will be referred to as EXHIBIT "E".

1.9 "Final Acceptance" means **DEVELOPER** has complied with all the requirements per this **AGREEMENT** and with all the requirements included in the Electric Rules and Standards, Potable Water Rules, Design and Construction Specifications, Wastewater Rules, Design and Construction Specifications, and Reclaimed Water Rules, Design and Construction Specifications, current editions.

1.10 "Infrastructure Fees" means fees paid by **DEVELOPER** to **COMMISSION** for such infrastructure improvements necessary to support the planned growth for the future or existing infrastructure to meet needs to serve multiple developments of differing size, use, and scope. **COMMISSION** shall use all or a portion of such escrowed monies at any time for said utility infrastructure improvements as deemed necessary by said **COMMISSION**. Infrastructure Fees shall be due and payable on or before the execution of this **AGREEMENT** and prior to signing off on any permit applications.

1.11 "Inspection Fee" means an Inspection Fee will be charged to a **DEVELOPER** for potable water, wastewater, and reclaimed water for inspection services rendered by **COMMISSION** for the development referenced herein. Inspection Fees shall be due and payable on or before the execution of this **AGREEMENT** and prior to signing off on any permit application.

1.12 "Plans and Specifications" means those documents and drawings prepared and submitted by **DEVELOPER's** engineer and/or their consultant in compliance with **COMMISSION's** requirements for the construction of **DEVELOPER's Facilities**.

1.13 "Rate Resolutions" means all resolutions or tariffs either currently in effect or to be adopted in the future by the **COMMISSION**, which establish or fix rates, fees, charges and deposits for the water, wastewater, and reclaimed water system of the **COMMISSION**.

SECTION 2 **TIME FOR COMPLETION**

2.1 DEVELOPER and COMMISSION agree that all terms and conditions of this **AGREEMENT** shall be performed within four (4) years of the date of execution by all parties after such time, **AGREEMENT** shall become Null and Void.

SECTION 3 **PAYMENTS**

3.1 INFRASTRUCTURE PAYMENTS - DEVELOPER shall pay the amount as set forth below to pay for such infrastructure improvements necessary to support the planned growth. **COMMISSION** shall use all or a portion of such escrowed monies at any time for said utility infrastructure improvements as deemed necessary by **COMMISSION**.

3.2 ADJUSTMENTS TO INFRASTRUCTURE PAYMENTS - If **DEVELOPER** alters the Plans and Specifications to **DEVELOPER's Facilities** and it is re-permitted for such alterations, the amount paid hereby shall be adjusted upward or downward accordingly.

3.3 TIME FOR PAYMENT - Payment of Inspection and Infrastructure Fees shall be made within 180 days from the **COMMISSIONER'S** authorization for the CEO/GM to execute this **AGREEMENT**, or any permit applications, whichever shall first occur, after which this **AGREEMENT** shall be null and void. Upon payment, **COMMISSION** will issue paid receipts, review and execute permit applications for utility extensions by **DEVELOPER** for electric, potable water, irrigation water, wastewater and reclaimed water. Payment of Capacity Fees shall be made in full in advance of building permit application, at which time **COMMISSION** will issue a receipt for Capacity Fee payment for **DEVELOPER's** use. No relevant permit will be issued without payment in full.

SECTION 4 **DESIGN AND CONSTRUCTION OF DEVELOPER'S FACILITIES**

4.1 DESIGN OF DEVELOPER'S POTABLE WATER, IRRIGATION WATER, WASTEWATER, AND RECLAIMED WATER FACILITIES - As a condition precedent to this right to receive potable water service capacity, irrigation water service capacity, wastewater service capacity, and reclaimed water service capacity from **COMMISSION**, **DEVELOPER** shall, at its expense, cause its own Florida Registered Professional Engineer to design, produce and submit to **COMMISSION** for its review, approval or rejection, prior to construction, graphic plans and written specifications for the construction of **DEVELOPER's Facilities** to serve

4.2 DESIGN OF THE DEVELOPER'S ELECTRIC SYSTEM - As a condition for **AGREEMENT** approval by **COMMISSION**, **DEVELOPER** shall at its expense, cause its own Florida Registered Professional Electrical Engineer or a licensed electrician to submit the Electric Information Load Sheet and the **PROJECT's** Electric Riser or Line Diagram. As a condition precedent to the right to receive electric service capacity, and upon receipt of payment of the Inspection Fees and Infrastructure Fees, **COMMISSION** will design the Electric Conduit System. **DEVELOPER** shall, at its expense, cause its own contractor to purchase and install conduits and appurtenances in accordance with **COMMISSION** issued drawings.

4.3 APPROVAL OF PLANS AND SPECIFICATIONS FOR DEVELOPER'S FACILITIES - **COMMISSION** shall review, approve or reject, any such plans, specifications, electric load sheets, and electric line diagram submitted pursuant to subsection 4.1 and 4.2 hereof within forty-five (45) days after receipt of said documents. At **DEVELOPER's** expense, **DEVELOPER's** Engineers shall make corrections or modifications to any portion of the plans and specifications which are unacceptable to **COMMISSION**, and shall resubmit the corrected or modified plans and specifications to **COMMISSION** for further review until **COMMISSION** approves the plans and specifications. **COMMISSION** shall have, in each case, thirty (30) additional days within which to approve or reject any such revisions to said plans and specifications.

4.4 PERMITTING - **DEVELOPER** shall, at its expense, obtain all necessary federal, state and local permits or approvals required for the construction of **DEVELOPER's Facilities** to be constructed pursuant to this **AGREEMENT**. **DEVELOPER** shall send written copies of all permit applications filed with federal, state or local governmental entities to **COMMISSION** and shall also provide **COMMISSION** with copies of all written permits, approvals, requests for additional information, or denials received by **DEVELOPER** in connection with such permit applications.

4.5 CONSTRUCTION OF DEVELOPER'S FACILITIES - After **COMMISSION's** approval of the plans and specifications for any phase or portion of **DEVELOPER's Facilities**, **DEVELOPER** shall, at its expense, construct and install that phase or portion of **DEVELOPER's Facilities** as the same are depicted in **COMMISSION's** approved plans and specifications therefore. **DEVELOPER** warrants that **DEVELOPER's Facilities** to be constructed by it pursuant to this **AGREEMENT** shall be constructed in accordance with the approved plans and specifications, and also in accordance with all applicable state, federal and local laws regulations, rules and ordinances.

4.6 INSPECTION AND APPROVAL OF CONSTRUCTION –

- a. **COMMISSION** shall have the continuing right to enter upon **PROPERTY**, right-of-ways, and easement areas within which **DEVELOPER's** Facilities are constructed to inspect the construction of any such facilities at any time without prior notice. **COMMISSION** shall have the right to disapprove all or any portion of **DEVELOPER's** Facilities which are not constructed in accordance with the approved plans and specifications thereof and shall give notice within three (3) working days of any construction deficiencies discovered during the course of any such inspection. Within ten (10) days after the date **COMMISSION** inspects any such facilities, **COMMISSION** shall give written notice to **DEVELOPER** of the existence of construction deficiencies.

- b. The written notice of construction deficiencies shall specify the nature of the particular construction deficiencies. All corrective action shall be done by **DEVELOPER** at its expense. Upon correction of such deficiencies, **DEVELOPER** shall notify **COMMISSION** of the correction(s) and **COMMISSION** shall thereafter re-inspect the construction within five (5) business days from the receipt of said notice. **COMMISSION** reserves the right to inspect **DEVELOPER** during corrective action.
- c. Prior to application for a City or County building permit for any structures within the **PROJECT**, **DEVELOPER** shall give written notice to **COMMISSION** of an anticipated completion of construction of those **DEVELOPER's Facilities** necessary to enable **COMMISSION** to provide electric, water, wastewater, and reclaimed water service to said structures. Said notice shall request a specific date for **COMMISSION's** acceptance inspection (also to be the date when the pressure test, bacteriological test and any other tests shall be performed), and shall not be less than thirty (30) days from the date of said notice, provided said date shall not fall on a Saturday, Sunday, or legal holiday. **COMMISSION** shall inspect the construction of, and witness the tests for, any such **DEVELOPER's Facilities** for which it has received said written notice. Within thirty (30) days after **COMMISSION** receives notification of all such test results, **COMMISSION** shall prepare and send written notice to **DEVELOPER** of acceptance or the rejection of said facilities.
- d. Upon correction of any construction deficiencies discovered during the inspection referred to in subsection 4.5 (c) hereof, **DEVELOPER** shall notify **COMMISSION** of the correction(s) and the date when new tests and another inspection shall be performed, which date shall be no less than five (5) business days from the date of receipt of said notice. Upon passage of all necessary tests, **COMMISSION** shall approve **DEVELOPER's** compliance with all other applicable regulations and subsection 4.8 hereof, assume ownership, control and responsibility for the operation and maintenance of the same pursuant to SECTION 4 hereof.
- e. The time limits for **COMMISSION** inspections, reviews, approvals and rejections of design and construction, set forth herein, shall apply to inspections, reviews, approvals, and rejections of **DEVELOPER's Facilities** only, and shall not bind **COMMISSION** with respect to any other inspections, reviews, approvals and rejections concerning **PROPERTY**.
- f. If **DEVELOPER** desires to carry on work at night or outside the Business Day, **DEVELOPER** shall submit a request to **COMMISSION**. **DEVELOPER** shall provide three (3) Business Days' notice to enable satisfactory arrangements to be made for inspecting the work in at night or outside the Business Day. When granted permission, **DEVELOPER** shall reimburse **COMMISSION** for overtime incurred by its inspection personnel.

4.7 CONVEYANCE OR DEDICATION OF FACILITIES AND EASEMENTS –

- a. No later than ten (10) days after request by **COMMISSION** (but prior to **COMMISSION's** final acceptance of any phase of **DEVELOPER's Facilities**), **DEVELOPER** shall provide **COMMISSION** an opinion from **DEVELOPER's** counsel to **COMMISSION**, upon which **COMMISSION** will rely, to the effect that the lands to be encumbered by all easements to be conveyed or dedicated by **DEVELOPER** to **COMMISSION** pursuant to this **AGREEMENT** with respect to that phase or portion of **DEVELOPER's** facilities to be accepted by **COMMISSION** for ownership, operation and maintenance are, in fact, owned by **DEVELOPER**, free and clear of all liens (including mechanics' liens) and encumbrances. In the event that liens and encumbrances

exist, they shall be listed in the opinion, other than those acceptable and approved, in writing, by **COMMISSION**. Such opinion of counsel, when rendered, may reflect that the lands involved are encumbered by a development mortgage or mortgages, but any such mortgage or mortgages must be subordinated to or released from the lands upon which easements are to be granted to **COMMISSION** pursuant to this **AGREEMENT** at the time such **DEVELOPER's Facilities** and easements are granted to **COMMISSION**.

- b. Prior to final acceptance of **DEVELOPER's Facilities** for ownership, operation and maintenance by **COMMISSION, DEVELOPER** shall:
 - 1) convey, grant or dedicate to **COMMISSION**, free and clear of all liens and encumbrances, such easements as are necessary for **COMMISSION** to own, operate, maintain, repair, expand and replace **DEVELOPER's Facilities** accepted by **COMMISSION**, including all **DEVELOPER's Facilities** constructed thereon, and,
 - 2) transfer and convey to the extent that the same are transferable all governmental approvals and permits that will enable **COMMISSION** to operate the applicable phase or portion of those **DEVELOPER's Facilities** and provide electric service capacity, water service capacity, wastewater service capacity, and reclaimed water service capacity (as appropriate) to **DEVELOPER's PROPERTY**, and notify all governmental agencies of such transfer and conveyance as may be required by law. **COMMISSION** shall review and approve or reject within twenty-one (21) days after receipt thereof, all documents submitted by **DEVELOPER** pursuant to this subsection 4.7(b).

4.8 MAINTENANCE BOND –

- a. **DEVELOPER** shall submit an itemized construction costs for the Utilities extended by **DEVELOPER**, suitable to **COMMISSION** prior to final acceptance or approval of such facilities. **COMMISSION** will retain the right to accept or reject the construction costs. This itemized construction costs submitted shall be used to determine the amount of the bond or letter of credit for purposes of this subsection 4.8.
- b. Prior to the final acceptance by **COMMISSION** of said phase or portion of said facilities, **DEVELOPER** shall obtain a maintenance bond for the period of one (1) year from an agreed upon date for acceptance in a form acceptable to **COMMISSION**. The Maintenance Bond will be made payable to **COMMISSION**, in an amount equal to twenty-five percent (25%) of the construction cost of said phase or portion of said facilities in order to guarantee the correction of any defects in workmanship or materials of said facilities.
- c. In lieu of providing maintenance bonds as set forth in this subsection 4.8.b, **DEVELOPER** may, at its option, provide irrevocable letters of credit, drawn on a bank located and doing business in Volusia County, Florida, made payable to **COMMISSION** in an amount equal to twenty-five percent (25%) of the construction cost of said phase or portion of said facilities and in a form acceptable to **COMMISSION**.

4.9 EFFECT OF REVIEWS, INSPECTIONS, APPROVALS AND ACCEPTANCES -

Any reviews, inspections, approvals, and acceptances or the absence thereof by **COMMISSION** of the plans and specifications and construction shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

4.10 EXPANSION AND INTERCONNECTION BY THE COMMISSION - COMMISSION may expand any of DEVELOPER's Facilities which it accepts pursuant to this AGREEMENT, or interconnect said facilities with other portions of COMMISSION's electric, potable water, irrigation water, wastewater, or reclaimed water systems (as appropriate) at any time at COMMISSION's expense. COMMISSION may allow other connections to the systems as COMMISSION deems appropriate for service to adjacent properties.

4.11 SAVE HARMLESS CLAUSE - DEVELOPER covenants and agrees to indemnify and save harmless COMMISSION and to defend it from all costs, expenses, damages, attorney's fees, injury or loss, to which COMMISSION may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need to care of skill, negligence or default or breach of contract, guaranty, or warranty, by DEVELOPER, his employees, his agent or assigns.

SECTION 5
ACCEPTANCE FOR OPERATION AND MAINTENANCE OF
DEVELOPER'S FACILITIES

5.1 Subject to DEVELOPER's compliance with the current editions of each utilities Rules and Specifications (Standards) and the provisions hereof, COMMISSION or its successors shall accept ownership and assume responsibility for the operation and maintenance of those DEVELOPER's Facilities for which COMMISSION has accepted, up to, including, but not further than, the location of each individual point of service connection.

- 1) For electric, the point of connection will be the transformer or pedestal.
- 2) For potable, irrigation, and reclaimed water, the point of connection is the meter.
- 3) For wastewater, the point of connection is the cleanout placed at the right-of-way lines or easement lines.

5.2 COMMISSION shall not be responsible for the operation and maintenance of any DEVELOPER's Facilities located outside of right-of-ways or easements granted to COMMISSION pursuant to the AGREEMENT.

5.3 Upon acceptance of DEVELOPER's Facilities by COMMISSION as contemplated in this AGREEMENT, all customers of those facilities shall be deemed customers of the COMMISSION. COMMISSION shall collect all electric, potable water, irrigation water, wastewater, and reclaimed water rates, fees, charges and deposits for those facilities, without exception, in accordance with COMMISSION's Rate Resolutions, prior to setting meters requested by the customers.

5.4 In addition to other applicable requirements, all property owners and customers must provide, at their expense, necessary electric conduits from point of service to the customer desired meter location and potable water, irrigation, wastewater, and reclaimed water plumbing service lines as a condition precedent to receiving electric, potable water, wastewater, and reclaimed water services from COMMISSION.

5.5 Applicable capacity fees for potable water, irrigation, wastewater and reclaimed water services will be paid to COMMISSION prior to issuance of building permits.

5.6 DEVELOPER's contractual rights, duties, and responsibilities herein shall not be assignable unless agreed to, in writing, by **COMMISSION**.

SECTION 6
FEE PAYMENTS

6.1 INSPECTION FEES - Payment of Inspection Fees shall be made within 180 days from the **COMMISSIONER’S** authorization for the CEO/GM to execute this **AGREEMENT**, or any permit applications, whichever shall first occur.

Potable Water	_____	x	\$ <u>50.00</u> per ERU	=	\$_____
Wastewater	_____	x	\$ <u>50.00</u> per ERU	=	\$_____
Reclaimed Water	_____	x	\$ <u>50.00</u> per ERU	=	\$_____
Total Inspection Fees					\$_____

6.2 INFRASTRUCTURE FEES - Payment of Infrastructure Fees shall be made within 180 days from the **COMMISSIONER’S** authorization for the CEO/GM to execute this **AGREEMENT**, or any permit applications, whichever shall first occur.

The **Infrastructure Fees** are calculated by the **COMMISSION’S** Engineering Department. The results of the calculations are based on **DEVELOPER** supplied drawings, calculations, and other miscellaneous forms.

ELECTRIC	\$_____	
POTABLE WATER	\$_____	
WASTEWATER	\$_____	
RECLAIMED WATER	\$_____	
Total Infrastructure Fees		\$_____

6.3 CAPACITY FEES - Payment of Capacity Fees shall be made in full in advance of building permit application, at which time **COMMISSION** will issue a receipt for Capacity Fee payment for **DEVELOPER'S** use. No relevant permit will be issued without payment in full.

The **Capacity Fees** are calculated by the **COMMISSION's** Engineering Department. The results of the calculations are based on **DEVELOPER** supplied drawings, calculations, and other miscellaneous forms.

<u>Utility</u>	<u>Meter Size # 1</u>	<u>Count (#)</u>	<u>Capacity Fee</u>	<u>Total</u>
Potable Water	5/8"	_____	\$1,340.00	\$ _____
Irrigation Water	5/8"	_____	\$2,680.00	\$ _____
Reclaimed Water	3/4"	_____	\$1,060.00	\$ _____
Wastewater	5/8"	_____	\$1,290.00	\$ _____
			Sub-Total:	\$ _____

(If applicable)

<u>Utility</u>	<u>Meter Size # 2</u>	<u>Count (#)</u>	<u>Capacity Fee</u>	<u>Total</u>
Potable Water	1"	_____	\$3,350.00	\$ _____
Irrigation Water	5/8"	_____	\$2,680.00	\$ _____
Reclaimed Water	1"	_____	\$1,767.00	\$ _____
Wastewater	1"	_____	\$3,225.00	\$ _____
			Sub-Total:	\$ _____

Total Capacity Fees: \$ _____

Insert calculations for alternative (e.g., a 3" or 4", etc.) larger size water, irrigation, reclaimed and wastewater services below.

6.4 FEE PAYMENT SUMMARY

TOTAL CAPACITY FEES	\$ _____
TOTAL INSPECTION FEES	\$ _____
TOTAL INFRASTRUCTURE FEES	\$ _____
TOTAL APPLICATION FEES	\$ _____

SECTION 7
REBATES, CREDITS, AND/OR COMMISSION PARTICIPATION

7.1 REBATES:

TOTAL REBATES \$ N/A

7.2 CREDITS:

TOTAL CREDITS \$ N/A

7.3 COMMISSION PARTICIPATION:

TOTAL COMMISSION PARTICIPATION \$ N/A

(Commission participation is an estimated amount pursuant to this agreement and shall be non-binding on the Commission until final Commission participation has been determined after final acceptance and as-built plans have been submitted to the Commission.)

TOTAL DEVELOPER CONTRIBUTIONS TO UTILITY INFRASTRUCTURE

= \$

(signatures to follow)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals to be affixed this _____ day of _____, _____.

Signed, Sealed and
Delivered in the presence of:

FOR THE DEVELOPER:

Company Name:

(CORPORATE SEAL)

Name:

Title:

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, personally appeared _____, Agent of _____ Corporation, well known and known to be the person acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, _____.

Notary Public, State of Florida

My commission expires:

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

GENERAL MANAGER/CEO

Approved as to form and correctness:

UTILITIES COMMISSION ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PROVIDED BY DEVELOPER

EXHIBIT "B"

CHANGES, ADDITION OR DELETIONS

EXHIBIT “C”

PROJECT DESCRIPTION / SUMMARY

PROVIDED BY DEVELOPER

**PROVIDE A DESCRIPTION OF THE PROPOSED DEVELOPMENT
INCLUDING STATEMENTS ABOUT ON-SITE, OFF-SITE UTILITIES**

EXHIBIT "D"

LOCATION MAP

PROVIDED BY DEVELOPER

EXHIBIT "E"

**DISCLOSURE OF BENEFICIAL INTEREST PURSUANT TO
FLORIDA §286.23**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, on oath deposes and says:

1. That my name is _____ and my address is _____.

2. That the names and addresses of every person having a beneficial interest in the real property described in EXHIBIT "A" attached hereto, are as follows:

3. That this disclosure is made pursuant to §286.23, Florida Statutes, and under oath and subject to the penalties prescribed for perjury.

Sworn to and subscribed before me
this _____ day of _____, 20____.

Notary Public

My commission expires: