

**SECTION 159.18(2), FLORIDA STATUTES**  
**CONNECTION PAYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as the "CUSTOMER"), whose **MAILING** address is \_\_\_\_\_ and the CITY OF PALM BAY, a Florida municipal corporation, whose address is 120 Malabar Road S.E., Palm Bay, Florida 32907-3009 (hereinafter referred to as "CITY").

**RECITALS:**

1. CUSTOMER has applied for water and/or wastewater service capacity and/or main line extension from the CITY. In order for CITY to provide same to CUSTOMER, CUSTOMER shall promptly execute a Customer Service Agreement (Application for Service) establishing said utility service from CITY to CUSTOMER. This Customer Service Agreement is an agreement for utility service separate and apart from the instant Connection Payment Agreement.

2. CUSTOMER at this time elects **not** to make full payment of all applicable capital charges for the water and/or wastewater service capacity and/or main line extension charges which the CUSTOMER has requested to purchase. CITY has the option to permit installment payments for such charges.

3. In exchange for CITY providing water and/or wastewater service capacity and/or main line extension to CUSTOMER's Property defined in Section 1 below, which the CUSTOMER has requested to purchase from CITY through installment payments, CUSTOMER voluntarily elects to enter into this Connection Payment Agreement. This constitutes the **consideration** for the instant Connection Payment Agreement.

4. CUSTOMER and CITY represent and warrant to each other that this Connection Payment Agreement is valid and binding upon both CUSTOMER and CITY.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

**SECTION 1. PROPERTY.** The property address to which this Agreement applies is \_\_\_\_\_, Palm Bay, FL 329\_\_\_\_ and described as follows: (Property Address)

**Unit** \_\_\_\_\_ **Block** \_\_\_\_\_ **Lot** \_\_\_\_\_

**Parcel ID:** \_\_\_\_\_

## **SECTION 2. AGREEMENT TO MAKE INSTALLMENT PAYMENTS.**

CUSTOMER agree(s) to pay CITY the capital charges on an installment basis with respect to the following water and/or wastewater service capacity (impact fee) and/or main line extension charges (complete the sections that apply):

|                                                                      | <u>Total</u> | <u>Monthly</u> |
|----------------------------------------------------------------------|--------------|----------------|
| Water Capital (Impact Fee) Charges: <u>1</u> ERC @ <u>\$2,068.64</u> |              |                |
| Less Pre-payment: _____ =                                            | \$ _____     | \$ _____       |

|                                                             |          |          |
|-------------------------------------------------------------|----------|----------|
| Water Main Line Extension Fee: _____ L.F. @ <u>\$ 27.43</u> |          |          |
| Less Pre-payment: _____ =                                   | \$ _____ | \$ _____ |

|                                                                           |          |          |
|---------------------------------------------------------------------------|----------|----------|
| Wastewater Capital (Impact Fee) Charges: <u>1</u> ERC @ <u>\$3,018.46</u> |          |          |
| Less Pre-payment: _____ =                                                 | \$ _____ | \$ _____ |

|                                                                 |          |          |
|-----------------------------------------------------------------|----------|----------|
| Wastewater Main Line Extension Fee: _____ L.F. @ <u>\$43.25</u> |          |          |
| Less Pre-payment: _____ =                                       | \$ _____ | \$ _____ |

TOTAL \$ \_\_\_\_\_

Payment Period (Max 60 Months): \_\_\_\_\_ Months

Monthly Sub-total: \$ \_\_\_\_\_

Monthly Service Charge: \$ \_\_\_\_\_

**Total Monthly Charge\*** \$ \_\_\_\_\_

**CUSTOMER INITIAL:** \_\_\_\_\_

ERC = Equivalent Residential Connection  
L.F. = Linear Feet

**SECTION 3. COMMENCEMENT DATE.** Following execution of this Agreement, the Installment Charges described in Section 2 will be included on the monthly Utility bill. CUSTOMER will make payments each month in accordance with the billing schedule (Exhibit 1). Payments shall be made to address provided on the Utility bill or to PALM BAY UTILITIES, 120 Malabar Road, S.E., Palm Bay, Florida 32907-3009.

**SECTION 4. OTHER CHARGES.** CUSTOMER shall pay CITY (1) a service charge of \$10.00 per month with each monthly payment to be made pursuant to Section 2; (2) documentary stamp taxes applicable to this Agreement, if any; and (3) lien recording charges, if any.

## **SECTION 5. DEFAULT.**

### **5.1. DEFAULT - FAILURE TO CONNECT**

**Failure of CUSTOMER to connect** with CITY to receive utility services **within sixty (60) calendar days** of signing this Connection Payment Agreement **shall constitute a default.** Upon said default, CITY may terminate this Connection Payment Agreement, and CUSTOMER shall be responsible for payment to CITY of CITY's actual costs, including but not limited to the cost of removing the meter, recording costs and administrative costs.

**CUSTOMER INITIAL:** \_\_\_\_\_

### **5.2. DEFAULT - FAILURE TO MAKE PAYMENT**

**ACCELERATION CLAUSE.** If CUSTOMER defaults in payment of any installment due under this Connection Payment Agreement and if such default is not cured in accordance with the Billing Schedule (Exhibit 1), the entire principal sum and billed monthly service charge shall at once become due and payable, and CITY may terminate this Connection Payment Agreement.

**CUSTOMER INITIAL:** \_\_\_\_\_

In the event CUSTOMER's utility account remains delinquent for more than thirty (30) calendar days following the due date provided in the established Billing Schedule (Exhibit 1), CITY shall have the option to foreclose its section 159.17, Fla. Stat. lien (**see** Section 8 below) on the Property defined in Section 1 above.

**CUSTOMER INITIAL:** \_\_\_\_\_

**NO WAIVER.** CITY's failure to exercise any of these options shall not constitute a waiver of the right to exercise same at a later time for the same default or for any subsequent default, if the default is not promptly cured by CUSTOMER before the CITY exercises its remedies described herein.

### **5.3. DEFAULT RESULTING IN TERMINATION OF AGREEMENT**

If CUSTOMER defaults as defined in either Section 5.1 or Section 5.2 above, the instant Connection Payment Agreement may be terminated at CITY's election. Upon termination of this Connection Payment Agreement, CUSTOMER forfeits to CITY all payments made and is not entitled to any refund of same at any time. If CUSTOMER desires to connect in the future, CUSTOMER must sign both a new Connection Payment Agreement and a new Customer Service Agreement. Both Agreements shall be subject to the rates and charges in place at that time.

**CUSTOMER INITIAL:** \_\_\_\_\_

**SECTION 6. PRE-PAYMENT RIGHT.** CUSTOMER shall have the right to prepay whole or any part of the unpaid balance of the indebtedness created under this Agreement without penalty.

**SECTION 7. SALE/TRANSFER.** The entire principal sum shall become immediately due and payable upon the sale or transfer of the Property, including but not limited to: (1) a sale of the Property, (2) a lease of the Property (3) a transfer of the property with or without consideration or (4) an assignment of a beneficial interest in the Property.

**CUSTOMER INITIAL:** \_\_\_\_\_

**SECTION 8. AGREEMENT AS LIEN.** THIS SECTION 159.18(2), FLA. STAT. AGREEMENT SHALL CONSTITUTE A SECTION 159.17, FLA. STAT. LIEN AGAINST THE PREMISES. SAID LIEN IS EFFECTIVE AND BINDING AGAINST THE PROPERTY DEFINED IN SECTION 1 ABOVE UPON THE DATE THE CUSTOMER ENTERS INTO THIS AGREEMENT.

**CUSTOMER INITIAL:** \_\_\_\_\_

**SECTION 9. MISCELLANEOUS.**

**9.1.** No waiver of any term in this Agreement shall be construed to be a waiver of any other term or condition of this Agreement.

**9.2.** CUSTOMER shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local government applicable to said Property.

**9.3.** CUSTOMER is expressly prohibited from disconnecting service from CITY. CITY shall be solely responsible for disconnecting service when disconnection is appropriate.

**CUSTOMER INITIAL:** \_\_\_\_\_

**9.4.** Each person liable hereon, whether maker, endorser or guarantor, hereby waives presentment, protest, notice (except as provided herein), notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees of CITY in the event of default defined in section 5 above.

**9.5. JOINT AND SEVERAL LIABILITY.** If one or more persons or entities constitute CUSTOMER, then the liability of each such person or entity shall be joint and several.

**SECTION 10. GENDER NEUTRAL.** When any reference herein is made to any gender, such reference shall be deemed to include either masculine, feminine or neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context of the provisions of this document shall permit or require.

**SECTION 11. REPRESENTATIONS.** The parties to this Agreement:

(1) acknowledge a complete and full understanding of the terms and conditions of this Agreement; (2) understand and agree that this Agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement; and (3) acknowledge there are no representations or warranties other than set forth herein.

**SECTION 12. EFFECT OF THIS AGREEMENT.** Except as expressly supplemented by this Agreement, nothing contained herein shall be deemed to modify or amend the instant Agreement with CUSTOMER. CUSTOMER and CITY hereby ratify this Agreement.

**SECTION 13. RIGHT TO TERMINATE.** Notwithstanding anything to the contrary contained in this Agreement, CUSTOMER may terminate this Agreement by delivering written notice of termination hereof to CITY so that it is received by CITY no later than five (5) calendar days after execution of this Agreement.

***CUSTOMER may waive this Right to Terminate by initialing here: \_\_\_\_\_***

All payments made by CUSTOMER in accordance with this agreement, prior to the timely termination of this Agreement, shall be returned to the CUSTOMER.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was sworn and says the facts stated in the foregoing document are true and correct to the best of his/her knowledge and understanding.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
CUSTOMER

SWORN TO and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was sworn and says the facts stated in the foregoing document are true and correct to the best of his/her knowledge and understanding.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
CUSTOMER

SWORN TO and subscribed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Before me, the undersigned authority, personally appeared Yvonne McDonald, who was sworn and says the facts stated in the foregoing document are true and correct to the best of her knowledge and understanding.

\_\_\_\_\_  
Yvonne McDonald  
Finance Director, City of Palm Bay, FL

SWORN TO and subscribed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yvonne McDonald, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

**EXHIBIT 1 – BILLING SCHEDULE**

| 2014 BILLING SCHEDULE<br>Annual |           |                     |          |
|---------------------------------|-----------|---------------------|----------|
| MONTH                           | BILL DATE | SERVICE THROUGH     | DUE DATE |
| OCTOBER                         | 10/078/14 | 10/01/14 - 09/30/15 | 11/22/14 |

| 2014 BILLING SCHEDULE<br>Quarterly |           |                     |          |
|------------------------------------|-----------|---------------------|----------|
| MONTH                              | BILL DATE | SERVICE THROUGH     | DUE DATE |
| OCTOBER                            | 10/22/14  | 10/01/14 - 12/31/14 | 11/14/14 |
| JANUARY                            | 01/21/15  | 01/01/15 - 03/31/15 | 02/13/15 |
| APRIL                              | 04/22/15  | 04/01/15 - 06/30/15 | 05/15/15 |
| JULY                               | 07/22/15  | 07/01/15 - 09/30/15 | 08/14/15 |

| 2015 BILLING SCHEDULE<br>Cycle 1 |           |          |
|----------------------------------|-----------|----------|
| MONTH                            | BILL DATE | BILL DUE |
| JANUARY                          | 01/06/15  | 01/30/15 |
| FEBRUARY                         | 02/03/15  | 02/27/15 |
| MARCH                            | 03/03/15  | 03/27/15 |
| APRIL                            | 04/07/15  | 05/01/15 |
| MAY                              | 05/05/15  | 05/29/15 |
| JUNE                             | 06/02/15  | 06/26/15 |
| JULY                             | 07/07/15  | 07/31/15 |
| AUGUST                           | 08/04/15  | 08/28/15 |
| SEPTEMBER                        | 09/01/15  | 09/25/15 |
| OCTOBER                          | 10/06/15  | 10/30/15 |
| NOVEMBER                         | 11/03/15  | 11/27/15 |
| DECEMBER                         | 12/01/15  | 12/25/15 |

| 2015 BILLING SCHEDULE<br>Cycle 2 |           |          |
|----------------------------------|-----------|----------|
| MONTH                            | BILL DATE | BILL DUE |
| JANUARY                          | 01/13/15  | 02/06/15 |
| FEBRUARY                         | 02/10/15  | 03/06/15 |
| MARCH                            | 03/10/15  | 04/03/15 |
| APRIL                            | 04/14/15  | 05/08/15 |
| MAY                              | 05/12/15  | 06/05/15 |
| JUNE                             | 06/09/15  | 07/03/15 |
| JULY                             | 07/14/15  | 08/07/15 |
| AUGUST                           | 08/11/15  | 09/04/15 |
| SEPTEMBER                        | 09/08/15  | 10/02/15 |
| OCTOBER                          | 10/13/15  | 11/06/15 |
| NOVEMBER                         | 11/10/15  | 12/04/15 |
| DECEMBER                         | 12/08/15  | 01/01/16 |

| 2015 BILLING SCHEDULE<br>Cycle 3 |           |          |
|----------------------------------|-----------|----------|
| MONTH                            | BILL DATE | BILL DUE |
| JANUARY                          | 01/20/15  | 02/13/15 |
| FEBRUARY                         | 02/17/15  | 03/13/15 |
| MARCH                            | 03/17/15  | 04/10/15 |
| APRIL                            | 04/21/15  | 05/15/15 |
| MAY                              | 05/19/15  | 06/12/15 |
| JUNE                             | 06/16/15  | 07/10/15 |
| JULY                             | 07/21/15  | 08/14/15 |
| AUGUST                           | 08/18/15  | 09/11/15 |
| SEPTEMBER                        | 09/15/15  | 10/09/15 |
| OCTOBER                          | 10/20/15  | 11/13/15 |
| NOVEMBER                         | 11/17/15  | 12/11/15 |
| DECEMBER                         | 12/15/15  | 01/08/16 |

| 2015 BILLING SCHEDULE<br>Cycle 4 & 5 |           |          |
|--------------------------------------|-----------|----------|
| MONTH                                | BILL DATE | BILL DUE |
| JANUARY                              | 01/27/15  | 02/20/15 |
| FEBRUARY                             | 02/24/15  | 03/20/15 |
| MARCH                                | 03/24/15  | 04/17/15 |
| APRIL                                | 04/28/15  | 05/22/15 |
| MAY                                  | 05/26/15  | 06/19/15 |
| JUNE                                 | 06/23/15  | 07/17/15 |
| JULY                                 | 07/28/15  | 08/21/15 |
| AUGUST                               | 08/25/15  | 09/18/15 |
| SEPTEMBER                            | 09/22/15  | 10/16/15 |
| OCTOBER                              | 10/27/15  | 11/20/15 |
| NOVEMBER                             | 11/24/15  | 12/18/15 |
| DECEMBER                             | 12/22/15  | 01/15/16 |