

Prepared by:
Robert K. Robinson, Esq.
Return to:
City of North Port
4790 City Hall Blvd.
North Port, FL 34286

CONNECTION PAYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between _____

_____ (“CUSTOMER”), whose **MAILING** address is _____ and the CITY OF NORTH PORT, a Florida municipal corporation, whose address is 6644 W. Price Blvd., North Port, FL 34286 (“CITY”).

RECITALS

1. CUSTOMER has applied for water service capacity and connection to a 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 Connection Payment Agreement.
2. CUSTOMER at this time elects **not** to make full payment of all applicable capital charges for the water service capacity and 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 service capacity and connection to a main line extension to CUSTOMER’s Property defined in Section 2 below, which the CUSTOMER has requested to purchase from CITY through installment payments, CUSTOMER voluntarily elects to enter into this 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. RECITALS. The recitals are true and correct and incorporated herein.

SECTION 2. PROPERTY. The physical property address to which this Agreement applies is _____, North Port, FL 3428____ (“Property”) and legally described as follows:

Unit _____ Block Lot _____ Parcel ID: _____

SECTION 3. AGREEMENT TO MAKE INSTALLMENT PAYMENTS.

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

Total Water Capital Fees: 1 ERC @ \$1,735= _____

Less Pre-payment: _____ = \$ _____

Water Line Extension Charge: _____ LF @ \$ 43.75 per LF

Less Pre-payment: _____ = \$ _____

TOTAL charges to be paid over time \$ _____

Payment Period: _____ Months

Monthly Sub-total: \$ _____

Monthly Service Charge: \$10.00

Total Monthly Charge* \$ _____

CUSTOMER INITIAL: _____

ERC = Equivalent Residential Connection

LF = Linear Feet

SECTION 4. COMMENCEMENT DATE. Beginning five months following installation of the meter, the Installment Charges described in Section 3 will be included on the monthly Utility bill. CUSTOMER will make payments each month in accordance with the due date posted on the bill either by phone, online, in person or by mail to North Port Utilities, PO Box 511130, Punta Gorda, FL 33951-1130.

SECTION 5. OTHER CHARGES. CUSTOMER shall pay CITY (1) a service charge of \$10.00 per month with each monthly payment as stated in Section 3; (2) documentary stamp taxes applicable to this Agreement, if any; and (3) lien recording charges, if any.

SECTION 6. DEFAULT.

6.1. 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.

6.2. DEFAULT - FAILURE TO MAKE PAYMENT

6.2.1 LIEN. If CUSTOMER defaults in payment of any installment due under this Connection Payment Agreement beyond 120 days, the CITY reserves the right to initiate the lien process on the Property defined in Section 2 above as provided for in section 78-24 j of the City Code.

6.2.2 ACCELERATION. If CUSTOMER defaults in payment of any installment due under this Connection Payment Agreement beyond 180 days, the entire principal sum and any billed monthly service charge shall at once become due and payable, and CITY may terminate this Connection Payment Agreement.

6.2.3 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.

6.3. DEFAULT RESULTING IN TERMINATION OF AGREEMENT

If CUSTOMER defaults as defined in either Section 6.1 or Section 6.2 above, the 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 (if requested) and a new Customer Service Agreement. Both Agreements shall be subject to the rates and charges in place at that time.

SECTION 7. PRE-PAYMENT RIGHT. CUSTOMER shall have the right to prepay the whole or any part of the unpaid balance of the indebtedness created under this Agreement without penalty.

SECTION 8. SALE/TRANSFER. The entire principal sum and any unpaid billed service charges shall become immediately due and payable upon the sale or transfer of the Property, including but not limited to: a sale of the Property, a transfer of the property with or without consideration, an agreement for deed or an assignment of a beneficial interest in the Property.

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.

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

SECTION 12. 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.

CITY OF NORTH PORT

By: _____
Helen Raimbeau, MMC, City Clerk,

By: _____
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Robert K. Robinson, City Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jonathan R. Lewis, ICMA-CM, City Manager of City of North Port, on behalf of the City of North Port. He is personally known to me.

Notary Public - State of Florida
Print Name: _____
Commission No: _____

WITNESS:

CUSTOMER (all Property owners must sign):

By: _____

By: _____

Print: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

By: _____

By: _____

Print: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

By: _____

By: _____

Print: _____

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COUNTY OF SARASOTA

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Print Name: _____

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STATE OF FLORIDA
COUNTY OF SARASOTA

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