

CONNECTION PAYMENT AGREEMENT

THIS CONNECTION PAYMENT AGREEMENT (the “Agreement”) is made and entered into by and between _____ (“Customer”) **[insert name of other party]**, whose **MAILING** address is _____ **[insert mailing address]** and the CITY OF NORTH PORT, FLORIDA, a Florida municipal corporation (“City”).

RECITALS

WHEREAS, Sections 78-31(b)(3)e(iv) and 78-31(b)(3)g(v) of the Code of the City of North Port, Florida (“City Code”) authorizes a property owner of developed property connecting to general development utilities or City-installed lines to elect installment payments of the line extension charge and the capacity fee over a period not exceeding 30 years; and

WHEREAS, the City Code authorizes use of a written connection payment agreement, the form and content of which shall be determined from time to time by the City Commission, to memorialize the terms under which a property owner will make their installment payments for the line extension charge and the capacity fee; and

WHEREAS, the City Code authorizes the City Manager or designee to execute the written agreement on behalf of the City.

NOW THEREFORE, for and in consideration of the mutual covenants specified herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **EFFECTIVE DATE.** This Agreement becomes effective on the date the City signs it (“Effective Date”).
3. **PROPERTY.** The physical property address to which this Agreement applies is _____, North Port, FL 3428____ (the “Property”) **[insert complete street address and zip code]**, and has the following legal description:

Lot: _____ Block: _____ Subdivision: _____

Parcel ID: _____ **[insert parcel identifying information]**

4. **CUSTOMER SERVICE AGREEMENT.** Customer has applied for water/wastewater service capacity and connection to a main line extension from the City. In order for City to provide same to Customer, Customer must 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.
5. **JOINT AND SEVERAL LIABILITY.** If one or more persons or entities constitute Customer, then the liability of each person or entity shall be joint and several.

6. **CAPITAL CHARGES.** Customer elects **not** to make full payment of all applicable capital charges for the water/wastewater 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.
7. **CONSIDERATION.** In exchange for City providing water/wastewater service capacity and connection from a main line extension to Customer's Property, which the Customer has requested to purchase from City through installment payments, Customer voluntarily elects to enter into this Agreement.
8. **COMMENCEMENT DATE.** The Customer's Monthly Payment amount provided in Section 9 of this Agreement will begin to appear on Customer's monthly utility bill five (5) months following installation of the water meter at the Property. Customer must make payments each month in accordance with the due date posted on their utility bill. Payments may be made by phone, online, in person, or by mail to North Port Utilities, 4970 City Hall Boulevard, North Port, FL 34286.
9. **DISCONNECTION.** The Customer is expressly prohibited from disconnecting utility service from the City. The City may disconnect utility service when disconnection is appropriate.
10. **INSTALLMENT PAYMENTS.** Customer agrees to pay City the capital charges on an installment basis with respect to the following water/wastewater service capacity fee and/or line extension charges:

Insert values in chart below. If there are no numerical values, insert 0.

<u>Service/Cost</u>	<u>Charge/Fee</u>
Total Water Capital Fee \$ __.00 per Equivalent Residential Connection	\$ _____
Water Line Extension Charge \$ __.00 per Equivalent Residential Connection	\$ _____
Total Wastewater Capital Fee \$ __.00 per Equivalent Residential Connection	\$ _____
Wastewater Line Extension Charge \$ __.00 per Equivalent Residential Connection	\$ _____

Total Charges/Fees	\$ _____
Customer Pre-Payment Amount	\$ _____
Final Amount Due	\$ _____

Payment Period	_____ months
Service Charge	\$ _____ per month
Customer's Monthly Payment	\$ _____ per month

- 11. TERMINATION.** Upon termination of this Agreement, and except as otherwise provided herein, Customer forfeits all payments made and is not entitled to any refund. The parties may terminate this Agreement for any of the following reasons:
- A. FAILURE TO CONNECT.** The City may terminate this Agreement if Customer fails to connect to City utility services within sixty (60) calendar days of the Effective Date of this Agreement. Within thirty (30) days of such termination, Customer must pay City all costs incurred pursuant to entering into this Agreement, including but not limited to the cost of removing the water meter, recording, and administrative costs.
 - B. NON-PAYMENT.** The City may terminate this Agreement if Customer's monthly payment amount remains unpaid longer than 180 days from its due date. Such termination will result in the acceleration of all future unpaid monthly bills, including but not limited to the balance of the unbilled principal and any billed monthly administrative fees.
 - C. TRANSFER OF OWNERSHIP.** The City may terminate this Agreement if Customer transfers ownership of the Property. Such termination will result in the acceleration of all future unpaid monthly bills, including but not limited to the balance of the unbilled principal and any billed monthly administrative fees.
 - D. CUSTOMER'S RIGHT TO TERMINATE.** The Customer may terminate this Agreement by delivering written notice of termination to the City so that it is received by the City no later than five (5) calendar days after execution of this Agreement. All payments made by Customer in accordance with this Agreement prior to Customer's termination will be returned to the Customer.
- 12. LIEN.** To protect the financial integrity of the system, the City will record a lien on the Customer's Property until this Agreement is satisfied in full. Additionally, pursuant to Section 78-24(j)(1) of the Code of the City of North Port, Florida, the City may record a lien against the Property for any delinquent amounts due from Customer that have not been paid in full within 120 days after the bill is due. Any such lien for non-payment must be perfected by the City recording a notice of lien with the Clerk of Court for Sarasota County, Florida.
- 13. DELINQUENT PAYMENTS.** Pursuant to Section 78-24(j)(5) of the Code of the City of North Port, Florida, amounts owed and unpaid more than twenty-one (21) days after the presentation of the Customer's bill via electronic transmittal to the Customer's authorized email address, or mailed to the last known Customer address on record with the City's utilities department, will be considered delinquent without further notice and subject to an administrative late fee as set forth in the citywide fee schedule. Amounts owned and unpaid are subject to a delinquency processing fee if service is disconnected.
- 14. NO WAIVER.** In the event of a default or breach of the terms of this Agreement, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

15. PRE-PAYMENT. The Customer may at any time, and without penalty, pay all or any part of the unpaid balance outstanding pursuant to this Agreement.

16. AMENDMENT. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not decrease amounts due to City.

17. MISCELLANEOUS.

A. GOVERNING LAW AND VENUE. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

B. SEVERABILITY. Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

C. NO AGENCY. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

D. BINDING EFFECT/COUNTERPARTS. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

E. NON-DISCRIMINATION. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

(Signature page[s] to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective undersigned representatives.

CUSTOMER

(all Property owners must sign; include one signature page per Property owner)

Printed Name: _____
Date

Signature: _____

INSERT CURRENT SWORN NOTARY ACKNOWLEDGEMENT (from separate template)

INSERT CITY MANAGER SIGNATURE BLOCK (from separate template)