

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date:	January 9, 2007	Consent <input checked="" type="checkbox"/> [ X ]	Regular <input type="checkbox"/> [ ]
		Public Hearing <input type="checkbox"/> [ ]	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: First Amendment to the Palm Beach County/Beeline Community Development District Water and Wastewater Utility Acquisition, Service, and Service Area Agreement.

**Summary:** On February 15, 2005, the County entered into an agreement (R2005-0366) with the Beeline Community Development District (District) to acquire the District's exclusive utility service area, utility system assets (exclusive of the District's potable water and wastewater plants which will be decommissioned), customer base, and service area. This agreement established a closing date of September 30, 2006, to allow for the construction of off-site pipelines from the County's Mecca property to the District. Pipeline construction delays resulting from a court-ordered stay of the Florida Department of Environmental Protection permit have necessitated an amendment to extend the closing date to on or before September 30, 2007. In addition, the District's allowance to purchase up to 1,000 additional potable water and/or wastewater Equivalent Residential Connections (ERC's) has been extended to up to 10 years from the closing. The cost to the District of \$3,800,000 for the pro-rata cost to install off-site pipelines has not changed, and remains due at closing. However, due to a revision to the number and sizes of meters required by the District, the District will pay the County the increased amount of \$1,727,290.50 in standard Connection Fees and Guaranteed Revenue Fees to serve existing customers pursuant to the Water Utilities Department's Uniform Policies and Procedures Manual (UPAP). Existing and future County customers in the District service area will pay the standard uniform County utility rates and fees in accordance with the UPAP.

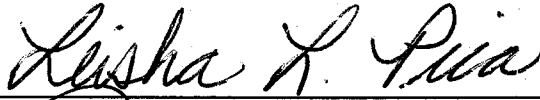
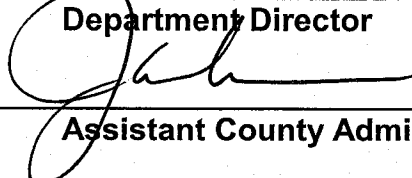
District 1

(MJ)

**Background and Justification:** The County has sufficient capacity available in both its potable water and wastewater systems to serve the current and future needs of the District. Both the County and District have benefited from this agreement by avoiding duplication of utility facilities. The County will obtain additional revenue, and the District will avoid future capital costs of repair and replacement of its facilities. This amendment includes only minor changes which are necessary to reflect the actual timing of closing due to legal proceedings.

**Attachments:**

1. Two (2) Original Amendments
2. Location Map

Recommended By:	 Department Director	12/15/06 Date	
Approved By:	 Assistant County Administrator	1-4-07 Date	

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	0	0	0	0	0
Operating Expenses	0	0	0	0	0
External Revenues	0	(\$ 189,502)	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	0	(\$ 189,502)	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

### Budget Account No.:

Fund	_____	Dept	_____	Unit	_____	Object	_____
Fund	_____	Dept	_____	Unit	_____	Object	_____
Fund	4000	Dept	720	Unit	4200	Object	Various

Is Item Included in Current Budget? Yes ☒ No

Reporting Category N/A

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

At closing, the District will reimburse the County \$3,800,000 for the cost of the pipelines other facilities and \$1,727,290 for system capacity. Monthly fees based on existing usage are expected to be approximately \$222,384 per year. Additional revenue may be realized from future connections. Additional operating costs are negligible.

### C. Department Fiscal Review:

Debra M. West

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

Reimbursement for system capacity increased by \$189,502 from original agreement.

John D. [Signature] 12-27-06  
OFMB

Don J. Jacobson 12/28/06  
Contract Development and Control

### B. Legal Sufficiency:

QW [Signature] 1/2/07  
Assistant County Attorney

This amendment complies with our review requirements.

### C. Other Department Review:

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT TO THE PALM BEACH COUNTY /  
BEELINE COMMUNITY DEVELOPMENT DISTRICT  
WATER AND WASTEWATER UTILITY ACQUISITION, SERVICE AND  
SERVICE AREA AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY") and the BEELINE COMMUNITY DEVELOPMENT DISTRICT, a legal entity created under Chapter 190, Florida Statutes (hereafter "DISTRICT").

**WITNESSETH:**

WHEREAS, the parties previously entered into a Water and Wastewater Acquisition, Service and Service Area Agreement on February 15, 2005 ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to extend the closing date, extend the date that the DISTRICT has the right to purchase additional Equivalent Residential Connections (ERCs), amend the number and size of meters and associated costs of said meters, clarify the payments due from DISTRICT at the time of service initiation of additional ERCs, as well as other minor changes as shown herein.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

I. Section 2 of the Agreement is hereby modified and amended to read as follows:

**SECTION 2: PROVISION OF POTABLE WATER SERVICE.** The COUNTY agrees to provide retail and wholesale potable water service to the customers within the District Utility Service Area through the Potable Water Interconnect (See Exhibit "C" for location of Potable Water Interconnect) pursuant to the terms and conditions set forth below and no later than April 30, 2007. (hereafter "Closing Date"). On and after the Closing Date, the DISTRICT agrees that the COUNTY shall be its exclusive retail and wholesale potable water service provider within the District Utility Service Area, that it shall cease to provide said potable water service anywhere within Palm Beach County, and that it will not authorize any other public or private utility to provide potable water service within the District Utility Service Area.

**2.1 Extension of Potable Water Pipelines by COUNTY.** The COUNTY agrees, for the lump sum price of Two Million and 00/100 Dollars (\$2,000,000.00) to be paid by DISTRICT to COUNTY on the Closing Date, to design, permit, and construct, at a minimum, the potable water pipelines, appurtenant facilities and interconnects as depicted on the map attached to and incorporated in this Agreement as Exhibit "C" (hereafter "New County Potable Water Pipelines"). The New County Potable Water Pipelines providing service to the Potable Water Interconnect shall be constructed and placed into service by the Closing Date, and shall be designed to deliver fire flows up to 2500 gallons per minute at the residual pressure of twenty psi, in addition to normal water demands. The COUNTY shall not be considered in default of this Agreement for any delays in the extension of potable water pipelines and appurtenant facilities

caused by any legal proceedings whatsoever. The COUNTY shall own, operate and maintain the New County Potable Water Pipelines.

## **2.2 Potable Water Metering**

(1) The initial existing and proposed potable water meters within the District Utility Service Area are shown in Exhibit "D" (Hereafter "Meter Schedule"). The COUNTY shall be responsible, at its sole cost, to adjust all meter sizes to the proposed sizes prior to the Closing Date. Collectively, the potable water metering equipment shall be capable of measuring all potable water flowing to the retail and wholesale customers within the District Utility Service Area. The existing and proposed metering equipment shall be the property of the COUNTY, and the COUNTY shall be responsible for the operation, maintenance, and replacement of its meters.

(2) The potable water metering equipment shall be in conformity with the COUNTY's Uniform Policies and Procedures Manual, as amended from time to time (hereafter referred to as "UPAP").

**2.3 Reservation of Water Capacity.** The COUNTY acknowledges that the DISTRICT currently has a capacity of producing potable water utilizing its existing potable water treatment facilities ("DISTRICT Water Plant"). It is mutually acknowledged by both parties that the intent of this Agreement is for the COUNTY to exclusively meet all current and future retail and wholesale potable water supply needs of the existing and future customers within the District Utility Service Area after the Closing Date, with the DISTRICT decommissioning the DISTRICT Water Plant. As the result, the DISTRICT will strand its capital

investment in the DISTRICT Water Plant, and the COUNTY agrees to provide potable water capacity for the proposed potable water meter sizes as shown in the Meter Schedule for metered potable water needs of the DISTRICT and others, and an opportunity for the DISTRICT to reserve and purchase up to One Thousand (1000) Equivalent Residential Connections (ERC's) as defined in the UPAP of additional potable water capacity ("Additional Water ERCs") for future capacity needs of customers within the District Utility Service Area, as set forth below.

**2.4 Purchase of Existing and Additional Potable Water Capacity.**

On the Closing Date, the DISTRICT shall pay the COUNTY six hundred sixty three thousand six hundred thirty eight and 25/100 dollars (\$663,638.25) for the potable water capacity associated with the proposed potable water meter sizes identified in the Meter Schedule. The COUNTY also hereby reserves for the DISTRICT the Additional Water ERCs for future use by the DISTRICT within the DISTRICT Utility Service Area which may be purchased up to ten (10) years from the Closing Date of this Agreement (the "ERC Term"). The DISTRICT shall only be responsible for paying to the COUNTY the sum of One Thousand Two Hundred Dollars (\$1,200.00) for each Additional Water ERC purchased by the DISTRICT during the ERC Term, and, at the time of service initiation of any of the Additional Water ERCs of potable water capacity, DISTRICT shall only be required to pay: Service Installation Fees (but exclusive of any Tap Fee), Meter Drop Fees, and Road Crossing Fees, if necessary, as outlined in the COUNTY's Water Utilities Department Uniform Policies and Procedures Manual (hereafter

"UPAP"), as may be amended from time to time, and which is incorporated herein by reference. Except as otherwise expressly provided, no capacity, connection, tap, capital, guaranteed revenue, utility concurrency, construction plan review, construction or impact fee or any other fee or charge that is imposed or due merely for the privilege of, or as a condition of, or prior to, connecting into the COUNTY system shall be charged to or required to be paid for the Additional Water ERCs purchased during the ERC Term. Any Additional Water ERCs not purchased during the ERC Term shall lapse. The right to purchase Additional Water ERCs and utilize both the ERCs identified in the Meter Schedule and the Additional Water ERCs under this Section may be freely assigned by the DISTRICT to customers within the District Utility Service Area for use solely within the District Utility Service Area, provided each such assignment must be in writing submitted to the COUNTY, and in the form attached hereto as Schedule 2.4 or otherwise in a form acceptable to the COUNTY, and provided further that each assignee shall be required to enter into a Developer Agreement with the COUNTY prior to using the ERCs listed in the Meter Schedule or prior to the purchase of the Additional Water ERCs in accordance with the COUNTY's UPAP. DISTRICT expressly agrees that the COUNTY shall have no duty to accept any assignment not made in accordance with this Agreement.

**2.5 Retail Potable Water Rates, Fees and Charges.** COUNTY agrees to provide retail potable water service within the District Utility Service Area on and after the Closing Date for existing and future customers in accordance with the COUNTY's system-wide retail commercial customer rates,

fees and charges as identified in the UPAP, as may be amended from time to time, and charged to all other COUNTY system-wide retail commercial customers. In the event that residential development occurs in the District Utility Service Area in the future, then the applicable residential retail customer rates, fees and charges as identified in the UPAP, as may be amended from time to time, shall apply to the residential customers.

**2.6 Customer Billing.** The COUNTY agrees to bill the customers within the District Utility Service Area in accordance with the standard billing schedule for the COUNTY's system-wide retail customers, and all customer billing and payment policies as identified in the UPAP shall apply.

**2.7 Quality and Pressure of Water.** The COUNTY shall supply to the customers within the District Utility Service Area potable water that complies with all applicable rules and regulations of FDEP and which meets or exceeds the latest applicable State of Florida Health Department Standards, however, the COUNTY bears no degree of responsibility for the potable water quality at any point on the customers' side of the water meters. The COUNTY shall maintain a minimum potable water pressure at the Potable Water Interconnect of 50 pounds per square inch (psi) at all times, with the normal pressure operating range at the Potable Water Interconnect in the range of 55 psi to 75 psi. This minimum potable water pressure and normal operating range shall only apply to normal operating conditions, and shall not be applicable to fire flows, as set forth in Section 2.1 above.



II. Section 3 of the Agreement is hereby modified and amended to read as follows:

**SECTION 3: PROVISION OF WASTEWATER SERVICE.** On and after the Closing Date, the COUNTY agrees to provide retail and wholesale wastewater service through the Wastewater Interconnect referenced below to the customers within the District Utility Service Area pursuant to the terms and conditions set forth below. The DISTRICT agrees that the COUNTY shall be its exclusive retail and wholesale wastewater service provider after the Closing Date, that it shall cease to provide wastewater service anywhere within Palm Beach County, and that it shall not authorize any other public or private utility to provide wastewater service within the District Utility Service Area.

**3.1 Extension of Wastewater Pipelines.** The COUNTY agrees, for the lump sum price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) to be paid by DISTRICT to COUNTY on the Closing Date, to design, permit, and construct the wastewater pipelines, master lift station facilities and the Wastewater Interconnect as depicted on the map attached to and incorporated in this Agreement as Exhibit "E" (hereafter "New County Wastewater Pipelines"). The New County Wastewater Pipelines shall be constructed and placed into service by the Closing Date. The DISTRICT shall continue to serve existing wastewater customers located in the District Utility Service Area until the Closing Date. The COUNTY shall not be considered in default of this Agreement for any delays in the extension of wastewater pipelines and appurtenant facilities caused by any legal proceedings whatsoever. The

COUNTY shall own, operate and maintain the New County Wastewater Pipelines.

**3.2 Reservation of Wastewater Capacity.** The COUNTY acknowledges that the DISTRICT currently has a capacity of treating wastewater utilizing its existing wastewater treatment facilities ("DISTRICT Wastewater Plant"). It is mutually acknowledged by both parties that the intent of this Agreement is for the COUNTY to exclusively meet all current and future retail and wholesale wastewater supply needs of the existing and future customers within the District Utility Service Area on and after the Closing Date, with the DISTRICT decommissioning the DISTRICT Wastewater Plant. The result of this Agreement will be that the DISTRICT will strand its capital investment in the DISTRICT Wastewater Plant, and the COUNTY agrees to provide wastewater capacity for the current DISTRICT customer wastewater flows connected to the DISTRICT gravity sewer lines, force mains and lift stations, and to provide wastewater capacity to support facilities that are served by the water meters shown on the Meter Schedule. In addition, the COUNTY shall provide the capacity for a three (3) inch wastewater only meter to be located near the existing deep injection well to serve the solid waste landfill as also shown in the Meter Schedule. The DISTRICT shall have an opportunity to reserve and purchase up to One Thousand (1000) ERC's of additional wastewater capacity ("Additional Wastewater ERCs") for future capacity needs of customers within the District Utility Service Area, as set forth below.

**3.3 Purchase of Existing and Additional Wastewater Capacity.** On the Closing Date the DISTRICT shall pay the COUNTY One Million sixty three thousand six hundred fifty two and 25/100 Dollars (\$1,063,652.25) for the wastewater capacity to support the facilities served by the water meters shown in the Meter Schedule and in addition the capacity for a three (3) inch wastewater only meter to serve the solid waste landfill as also shown in the Meter Schedule. The COUNTY also hereby reserves for the DISTRICT the Additional Wastewater ERCs for future use by the DISTRICT within the DISTRICT Utility Service Area which may be purchased up to ten (10) years from the Closing Date (the "ERC Term"). The DISTRICT shall only be responsible for paying to the COUNTY the sum of One Thousand Dollars (\$1,000.00) for each Additional Wastewater ERC purchased by the DISTRICT during the ERC Term, and, at the time of service initiation of any of the Additional Wastewater ERCs of wastewater capacity, DISTRICT shall only be required to pay: Service Installation Fees (but exclusive of any Tap Fee), Meter Drop Fees, and Road Crossing Fees, if necessary, as outlined in the COUNTY's Water Utilities Department Uniform Policies and Procedures Manual (hereafter "UPAP"), as may be amended from time to time, and which is incorporated herein by reference. Except as otherwise expressly provided, no capacity, connection, tap, capital, guaranteed revenue, utility concurrency, construction plan review, construction or impact fee or any other fee or charge that is imposed or due merely for the privilege of, or as a condition of, or prior to, connecting into the COUNTY system shall be charged to or required to be paid for the Additional Wastewater ERCs purchased during the

ERC Term. Any Additional Wastewater ERCs not purchased during the ERC Term shall lapse. The right to purchase Additional Wastewater ERCs and utilize both the ERCs identified in the Meter Schedule and the Additional Wastewater ERCs under this Section may be freely assigned by the DISTRICT to customers within the District Utility Service Area for use solely within the District Utility Service Area, provided each such assignment must be in writing submitted to the COUNTY, and in the form attached hereto as Schedule 2.4 or otherwise in a form acceptable to the COUNTY, and provided further that each assignee shall be required to enter into a Developer Agreement with the COUNTY prior to using the ERCs listed in the Meter Schedule or prior to the purchase of the Additional Wastewater ERCs in accordance with the COUNTY's UPAP. District expressly agrees that the COUNTY shall have no duty to accept any assignment not made in accordance with this Agreement.

**3.4 Payment of Wastewater Rates, Fees and Charges.** COUNTY agrees to provide retail wastewater service within the District Utility Service Area on and after the Closing Date for existing and future customers in accordance with the COUNTY's system-wide retail commercial customer rates, fees and charges charged to all other COUNTY system-wide retail commercial customers as identified in the UPAP and as may be amended from time to time. In the event that residential development occurs in the District Utility Service Area in the future, then the applicable residential retail customer rates, fees and charges as

identified in the UPAP, as may be amended from time to time, shall apply to the residential customers.

**3.5 Customer Billing.** The COUNTY agrees to bill the customers within the District Utility Service Area in accordance with the standard billing schedule for the COUNTY's system-wide retail customers, and all customer billing and payment policies as identified in the UPAP shall apply.

**3.6 Pretreatment Requirements.** The customers within the District Utility Service Area shall be subject to the requirement under the COUNTY'S UPAP that the wastewater to be delivered to COUNTY will consist of wastewater that complies with the pretreatment requirements of the COUNTY as specified in the COUNTY's Wastewater Facilities Use Ordinance, as may be amended from time to time.

**3.7 Compliance with Other Requirements.** The DISTRICT acknowledges and recognizes that in the operation and maintenance of the County-wide potable water, reclaimed water and wastewater system, COUNTY has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to the COUNTY's utility customers resulting from extraordinary wastewater discharges attributable to customers within the District Utility Service Area. The DISTRICT, for its customers, agrees to abide by all wastewater use ordinances, resolutions, rules and regulations related to the use of and discharge to the COUNTY utility system as may be adopted from time-to-time by the COUNTY. COUNTY will provide the DISTRICT with copies of all

applicable COUNTY Ordinances, Resolutions, Rules and Regulations now in effect and as same may be adopted or amended by COUNTY from time to time.

III. Section 8 of the Agreement is hereby modified and amended to read as follows:

**SECTION 8: DISCLAIMER OF THIRD PARTY BENEFICIARIES**

Except as provided in any assignment of the DISTRICT's rights under this Agreement which is in a form acceptable to the COUNTY, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

IV. Exhibit "D" to the Agreement, "Meter Schedule", is hereby replaced in its entirety by Attachment 1, which is attached hereto and incorporated herein by reference.

V. All other terms, conditions, and exhibits to the Agreement shall remain in full force and effect.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

ATTEST:

\_\_\_\_\_  
Peter L. Pimentel, Secretary

**BEELINE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_  
John K. Sillan, Chairman

Date: \_\_\_\_\_

ATTEST:  
SHARON R. BOCK

By: \_\_\_\_\_  
Clerk and Comptroller

**PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY :

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

Attachment 1  
Revised Meter Schedule



**Schedule 2.4**

**Approved Form of Assignment**

**ASSIGNMENT OF THE RIGHT TO PURCHASE WATER AND WASTEWATER  
EQUIVALENT RESIDENTIAL CONNECTIONS**

**THIS ASSIGNMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Beeline Community Development Agreement, a legal entity created under Chapter 190, Florida Statutes, whose address is c/o Special District Services, Inc., Suite 104, 11000 Prosperity Farms Road, Palm Beach Gardens, FL 33410 ("hereinafter Assignor"), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, whose address is \_\_\_\_\_ (hereinafter "Assignee"), and Palm Beach County, Florida, a political subdivision of the State of Florida, whose address is c/o Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL, 33416 (hereinafter "County").

**W I T N E S S E T H**

**WHEREAS**, Assignor and County entered into a Water and Wastewater Utility Acquisition, Service and Service Area Agreement (County Resolution No. R2005-0366) dated February 15, 2005 as amended by First Amendment to Water and Wastewater Utility Acquisition, Service and Service Area Agreement dated \_\_\_\_\_, 2006 (together, the "Acquisition Agreement") which is incorporated herein by reference, wherein Assignor agreed to sell, and County agreed to purchase, Assignor's potable water distribution system and wastewater collection system, current customer base, as well the exclusive retail and whole potable water, wastewater, and reclaimed service with Assignor's utility service area; and

**WHEREAS**, the Acquisition Agreement gave Assignor the right to purchase up to one thousand (1,000) additional Equivalent Residential Connections (ERCs) each of potable water and wastewater capacity within ten (10) years of the effective date of the Acquisition Agreement; and

**WHEREAS**, Assignor wishes to assign the right to purchase additional ERCs of potable water and wastewater capacity to Assignee together with all rights and benefits under the Acquisition Agreement related to such ERCs of potable water and wastewater capacity, and Assignee wishes to accept said assignment; and

**WHEREAS**, the County wishes to consent to the assignment of the right to purchase additional ERCs of potable water and wastewater capacity and related rights to Assignee.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the parties hereto covenant and agree as follows:

1. The foregoing statements are true and correct.
2. (a) Pursuant to Section 2.4 of the Acquisition Agreement, Assignor hereby assigns to Assignee: the right to purchase \_\_\_\_\_ ERCs [up to one thousand (1,000)]

additional ERCs] of potable water capacity, together with all rights and benefits under the Acquisition Agreement related to such ERCs, and

(b) Pursuant to Section 3.3 of the Acquisition Agreement, Assignor hereby assigns to Assignee: the right to purchase \_\_\_\_\_ ERCs [up to one thousand (1,000) ERCs] of wastewater capacity, together with all rights and benefits under the Acquisition Agreement related to such ERCs.<sup>1</sup>

3. The ERCs assigned under this Assignment shall only be used within the District Utility Service Area, as defined in the Acquisition Agreement. Assignee shall have through \_\_\_\_\_ (the "Expiration Date")<sup>2</sup> to purchase the ERCs. Assignee shall be responsible for paying the County the sum of One Thousand Two Hundred Dollars (\$1,200.00) for each ERC of potable water capacity purchased, and the sum of One Thousand (\$1,000.00) for each ERC of wastewater capacity purchased, and, at the time of service initiation of any of the additional ERCs of potable water capacity or wastewater capacity, Assignee shall only be required to pay: Service Installation Fees (exclusive of Tap fees), Meter Drop Fees, and Road Crossing Fees, if necessary, all as defined in the County's Water Utilities Department Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, and which is incorporated herein by reference. Certain other standard fees also shall not apply as provided in the Acquisition Agreement. Any ERCs not purchased by Assignee by Expiration Date, shall lapse. Assignee shall be required to enter into a Developer Agreement with the County prior to the purchase of any ERCs. The right to purchase and utilize ERCs may be freely assigned by Assignee to customers within the District Utility Service Area for use solely within the District Utility Service Area, provided such assignment must be in writing submitted to the County, and in the same form as this Assignment or otherwise in a form acceptable to the County, and provided further that each assignee shall be required to enter into a Developer Agreement prior to the purchase of the ERCs, in accordance with the UPAP, which shall not contain any terms inconsistent with this Assignment or the Acquisition Agreement.

4. This Assignment shall be recorded in the Public Records of Palm Beach County.

5. This Assignment shall be effective upon the approval of all parties. The Effective Date of this Assignment shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners.

6. This Assignment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any and all legal action necessary to enforce this Assignment shall be held in Palm Beach County.

**IN WITNESS WHEREOF**, the parties hereto have executed or have caused this Agreement, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**Assignor:**

**Assignee:**

<sup>1</sup> Modify to reflect actual amount and type of ERCs being assigned.

<sup>2</sup> End of ERC term as provided in Acquisition Agreement.

\_\_\_\_\_

**Consented to by Palm Beach County:**  
**ATTEST:**  
**SHARON R. BOCK, CLERK**  
**&COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_

County Attorney

\_\_\_\_\_

**PALM BEACH COUNTY, BY ITSBOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_

Director of Water Utilities

Meter Location	Current Meter Size (in inches)	Current Meter Number	Proposed Meter Size (in inches)	Equivalent Residential Connections (ERC) per Proposed Meter Size	County Water System Designed to Provide Fire Protection Water?	CONNECTION FEES			GUARANTEED REVENUE FEES			\$3,800,000 Pipeline Capital Cost Allocation	GRAND TOTAL	
				Potable Water		Wastewater	TOTAL	Potable Water	Wastewater	TOTAL				
United Technology Corp.														
Sikorsky E	3	60645263	2	16.25	No	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Sikorsky W	2	60446918	2	16.25	No	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
C-11	2	60446920	1 1/2	8.70	No	10,440.00	15,660.00	26,100.00	4,316.94	7,991.82	12,308.76	76,660.87	115,069.63	
C-12/14	2	60448428	2	16.25	No	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Fuel Farm	1	60641287	1	5.80	No	6,960.00	10,440.00	17,400.00	2,877.96	5,327.88	8,205.84	51,107.25	76,713.09	
Test Area	6	60645265	4	63.65	No	76,380.00	114,570.00	190,950.00	31,583.13	58,468.89	90,052.02	560,857.97	841,859.99	
Mfg/E.O.B. Buildings	6	60645264	4	63.65	No	76,380.00	114,570.00	190,950.00	31,583.13	58,468.89	90,052.02	560,857.97	841,859.99	
Airport	1	Unknown	1	5.80	No	6,960.00	10,440.00	17,400.00	2,877.96	5,327.88	8,205.84	51,107.25	76,713.09	
Salvage Yard	5/8	Unknown	5/8	1.45	No	1,740.00	2,610.00	4,350.00	719.49	1,331.97	2,051.46	12,776.81	19,178.27	
Sikorsky Paint Bldg	2	Unknown	1	5.80	No	6,960.00	10,440.00	17,400.00	2,877.96	5,327.88	8,205.84	51,107.25	76,713.09	
Guard Post 11	5/8	Unknown	5/8	1.45	No	1,740.00	2,610.00	4,350.00	719.49	1,331.97	2,051.46	12,776.81	19,178.27	
Landfill (Wastewater Only)	-	n/a	3	40.00	No	0.00	72,000.00	72,000.00	-	36,744.00	36,744.00	352,463.77	461,207.77	
Cooling Tower (Water Only)	-	n/a	3	40.00	No	48,000.00	0.00	48,000.00	19,848.00	-	19,848.00	352,463.77	420,311.77	
Divosta														
KOB	3	Unknown	3	40.00	Yes	48,000.00	72,000.00	120,000.00	19,848.00	36,744.00	56,592.00	352,463.77	529,055.77	
Fitness Center	2	60446916	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Met Lab	2	60446921	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
North Parcel	2	60446914	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Warehouse W	2	60448429	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Warehouse N	2	60446919	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
Weiss														
AOB	2	60645262	2	16.25	Yes	19,500.00	29,250.00	48,750.00	8,063.25	14,927.25	22,990.50	143,188.41	214,928.91	
AOB Café	2	60446917	1 1/2	8.70	Yes	10,440.00	15,660.00	26,100.00	4,316.94	7,991.82	12,308.76	76,660.87	115,069.63	
				431.25		469,500.00	704,250.00	1,173,750.00	194,138.25	359,402.25	553,540.50	3,800,000.00	5,527,290.50	



Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

Attachment 3

- Legend**
- P.B.C.W.U.D. SA
  - Mandatory Reclaimed SA
  - - - - - Palm Beach County Limits
  - ★ Administration
  - Water Reclamation Facility
  - ▲ Water Treatment Facility
  - ◉ Wetlands

