

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 1, 2015 Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement for Emergency Potable Water Service/Settlement of Claims with the City of West Palm Beach (Interlocal Agreement).

**Summary:** The County and the City of West Palm Beach (City) are currently parties to multiple agreements relating to the provision of emergency potable water service through the multiple potable water interconnects that the parties share. The proposed Interlocal Agreement consolidates those agreements and provides for the terms and conditions of emergency potable water service through all of the shared interconnects. Either party may request emergency potable water service from the other party, subject to the supplying parties' determination that a sufficient surplus of potable water is available and that the provision of potable water will not impose a danger to the health, safety, or welfare of the supplying parties' citizens. Emergency potable water service shall be provided by both parties at the County's prevailing potable water commodity fee. In addition, the Interlocal Agreement terminates a 1998 Water and Wastewater Interconnect Agreement (City-RPB Agreement) between the City and the Village of Royal Palm Beach (Village), which was assigned to the County as part of the County's 2006 acquisition of the Village's water and wastewater system, and releases all claims that either party has or may have in the future based on the City-RPB Agreement. District 7 (MJ)

**Background and Justification:** The County and the City are parties to several different agreements relating to the provision of emergency potable water and multiple shared interconnects. It is in the best interests of both parties to consolidate the existing agreements into a single comprehensive Interlocal Agreement. Additionally, when the County acquired the Village's water and wastewater systems in 2006, the County was assigned the City-RPB Agreement. The County and City have disputed the payment of certain capacity and commodity fees set forth in the City-RPB Agreement. The Interlocal Agreement will terminate the City-RPB Agreement and release all present and future claims related to the Agreement.

**Attachment:**

- 1. One (1) Original Resolution No. 165-15
- 2. Three (3) Original Interlocal Agreements

Recommended By: Jim Stebo 8-14-15  
Department Director Date

Approved By: Sharon G. By 8/26/15  
Assistant County Administrator Date



## RESOLUTION NO. 165-15

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH FOR EMERGENCY POTABLE WATER SERVICE AND SETTLEMENT OF CLAIMS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

WHEREAS, Palm Beach County and the City of West Palm Beach entered into a Water and Wastewater Interconnect and Service Agreement ("County-City Agreement") on June 20, 1995, in which, in part, the County agreed to provide long term emergency potable water service to the City through an interconnect located at the intersection of Jog Road and Okeechobee Boulevard (the "County-City Interconnect; and

WHEREAS, in or about 1998, City and the Village of Royal Palm Beach entered into a Water and Wastewater Interconnect Agreement ("City-RPB Agreement"), in which, in part, City agreed to provide bulk potable water through an interconnect located near the intersection of Okeechobee Boulevard and State Road 7 ("City-RPB Interconnect"); and

WHEREAS, in 2006, the Village of Royal Palm Beach assigned its interests in the City-RPB Agreement and the City-RPB Interconnect to the County pursuant to the County's purchase of Royal Palm Beach's water and wastewater utility; and

WHEREAS, as a result of the assignment of the City-RPB Agreement, the County incurred certain payment obligations related to the purchase of potable water and wastewater capacity and service from the City; and

WHEREAS, County and City wish to resolve any outstanding issues related to the City-RPB Agreement and to terminate the City-RPB Agreement in its entirety; and

WHEREAS, the City and the County both wish to sell and purchase emergency potable water service to and from each other, as applicable, through the City-RPB Interconnect, the County-City Interconnect, and other interconnects; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement to memorialize their agreement to sell and purchase emergency potable water service, and to resolve all outstanding issues related to the City-RPB Agreement and to terminate said City-RPB Agreement.

**RESOLUTION NO. 165-15**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, that:**

**SECTION 1:** The City Commission of the City of West Palm Beach hereby approves that Interlocal Agreement between Palm Beach County and the City of West Palm Beach For Emergency Potable Water Service/Settlement of Claims, in form and substance similar to that attached hereto as Exhibit A (the "Interlocal Agreement").

**SECTION 2:** The Mayor is hereby authorized to execute three (3) originals of the Interlocal Agreement, along with any other related documents as may be necessary to achieve these purposes.

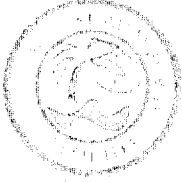
**SECTION 3:** The original Interlocal Agreements shall be provided to the Assistant City Administrator for Public Utilities to obtain execution by Palm Beach County.

**SECTION 4:** Upon full execution of the Interlocal Agreement by both parties, the Assistant City Administrator for Public Utilities shall ensure that one fully-executed original Interlocal Agreement shall be forwarded to the City Clerk to be maintained as a public record of the City.

**SECTION 5:** This Resolution shall take effect in accordance with law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED THIS 8TH DAY OF JUNE, 2015.



ATTEST:

X *Hazeline P. Carson*  
CITY CLERK  
Signed by: Hazeline Carson

CITY OF WEST PALM BEACH BY  
ITS CITY COMMISSION:

X *Geraldine Muoio*  
PRESIDING OFFICER  
Signed by: Geraldine Muoio

APPROVED AS TO FORM AND LEGALITY:

6/5/2015  
X *Nancy Nurcheck*  
CITY ATTORNEY  
Signed by: NUrcheck

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY  
OF WEST PALM BEACH FOR EMERGENCY POTABLE WATER  
SERVICE/SETTLEMENT OF CLAIMS**

WPB Contract No. 14441

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF WEST PALM BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter "City").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, County and City entered into a Water and Wastewater Interconnect and Service Agreement ("County-City Agreement") on June 20, 1995 (County Resolution No. R95-851D), in which, in part, the County agreed to provide long term emergency Potable Water service to the City through an interconnect located at the intersection of Jog Road and Okeechobee Boulevard (the "County-City Interconnect", which is depicted in **Exhibit "A"** attached hereto and incorporated herein); and

**WHEREAS**, in or about 1998, City and the Village of Royal Palm Beach ("RPB") entered into a Water and Wastewater Interconnect Agreement ("City-RPB Agreement") (a copy of which is attached hereto and incorporated herein as **Exhibit "B"**), in which, in part, City agreed to provide bulk Potable Water through an interconnect located near the intersection of Okeechobee Boulevard and State Road 7 (the "City-RPB Interconnect", which is also depicted in **Exhibit "A"**); and

**WHEREAS**, in 2006, RPB assigned their interests in the City-RPB Agreement and the City-RPB Interconnect to the County pursuant to the County's purchase of RPB's water and wastewater utility; and

**WHEREAS**, as a result of the assignment of the City-RPB Agreement, County incurred certain payment obligations related to the purchase of potable water and wastewater capacity and service from the City; and

**WHEREAS**, while County and City are in dispute of the payment obligations that County has incurred from the City-RPB agreement, County and City wish to resolve all outstanding issues related to the City-RPB Agreement herein, and to terminate the City-RPB Agreement in its entirety; and

**WHEREAS**, the City and the County both wish to sell and purchase Emergency Potable Water Service, as applicable, through the City-RPB Interconnect, the County-City Interconnect, and the

Other Interconnects depicted on **Exhibit "A"** (all six hereinafter individually referred to as an "Interconnect" or collectively as the "Interconnects"), pursuant to the terms and conditions of this Agreement.

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

1. The foregoing statements are true and correct and are incorporated herein.
2. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners.
3. Term. The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a term of thirty (30) years and may be extended for up to ten (10) additional years upon approval by both parties.
4. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

"Agreement" means this Interlocal Agreement for Emergency Potable Water Service/Settlement of Claims.

"Annual Chlorine Flush" means an annual preventative maintenance procedure performed by the County in which the County utilizes a stronger disinfection process to produce chlorine residual instead of chloramine residual in its Potable Water.

"Bay Hill Bulk Agreement" has the meaning set forth in Section 6.3.

"City" has the meaning set forth in the preamble to this Agreement.

"City-RPB Agreement" has the meaning set forth in the Whereas clauses.

"City-RPB Interconnect" has the meaning set forth in the Whereas clauses.

"County" has the meaning set forth in the preamble to this Agreement.

"County-City Agreement" has the meaning set forth in the Whereas clauses.

"County-City Interconnect" has the meaning set forth in the Whereas clauses.

"Effective Date" has the meaning set forth in Section 2.

"Emergency" means a shortage in either the County's Potable Water System or the City's Potable Water System which requires the short-term provision of Potable Water from the County to

the City or the City to the County through some or all of the Interconnects.

“Emergency Commodity Fee” has the meaning set forth in Section 5.2.

“Emergency Potable Water Service” means the provision of Potable Water through the Interconnects during an Emergency. Emergency Potable Water Service may be provided by either the County to the City or the City to the County.

“Interconnect” or “Interconnects” have the meaning set forth in the Whereas clauses.

“Master Meters” shall mean meters located at each of the Interconnects used to measure the quantity of Potable Water flowing through the Interconnects.

“Other Interconnects” means, with the exception of the County-City Interconnect and the City-RPB Interconnect, those six (6) Potable Water interconnects shown on **Exhibit “A”**, and identified as follows:

- 2100 N. Jog Road - Account #1104564610 – 10” meter
- 4238 N. Haverhill Road – Account #7151664610 – 8” meter
- 1802 N. Florida Mango Road – Account #4764564610 – 4” meter
- 5900 N. Military Trail – Account #8339464610 – 8” meter
- 115 Broadway - Account #6813564610 – 12” meter
- 8000 Georgia Ave. – Account #4598564610 – 16” meter

“Potable Water” means water for human consumption which meets all applicable Federal, state, and County standards.

“Potable Water System” means the system owned and operated by the County or the City for the production and distribution of Potable Water to their respective customers.

“RPB” has the meaning set forth in the Whereas clauses.

“Term” has the meaning set forth Section 3.

5. Emergency Potable Water Service. The Director of Palm Beach County Water Utilities Department, or designee, is authorized to act on behalf of the County and the Assistant City Administrator for Public Utilities or the Director of Public Utilities, or designee, is authorized to act on behalf of the City. In case of an Emergency, the requesting party’s representative shall provide written or verbal notice to the supplying party’s representative setting forth the Emergency and the estimated flowage and time of use. If said communication is made verbally, same shall be immediately followed by a written communication. Turning off the valves shall be handled by the same procedure.

5.1 No supply of Emergency Potable Water Service shall be provided except in the case of an Emergency and upon the following terms and conditions to be determined by the supplying party:

5.1.1 There must be a sufficient surplus of Potable Water available to meet all the anticipated needs of the supplying party.



5.1.2 The supplying party determines that the provision of Potable Water to the receiving party will not impose a danger to the health, safety or welfare of its citizens.

5.2 Charges for Emergency Potable Water Service by either party shall be at the County's prevailing commodity rate in effect for drinking water for non-residential customers at the time of furnishing Emergency Potable Water Service, with no capacity or fixed charges ("Emergency Commodity Fee".)

5.3 County and City expressly acknowledge the right of either party to refuse to provide Emergency Potable Water Service, if the party refusing determines that the provision of such service would constitute a danger to the health, safety, welfare of its citizens. In the event of such a refusal, the requesting party agrees to waive any and all claims of loss or damage against the refusing party.

## 6. Disposition of Existing Agreements.

6.1 City-RPB Agreement. The parties are in agreement that the City-RPB Interconnect has never been utilized for the provision of Potable Water from the City to the County, and, that with the exception of a short period in which the City provided the County with bulk wastewater service, that the City-RPB Interconnect has never otherwise been utilized for the provision of bulk wastewater service by the City to the County. The parties therefore agree that the City-RPB Agreement is obsolete and should be terminated in accordance with sound utility principles, and that the City-RPB Interconnect (Potable Water) shall be henceforth utilized for the provision of Emergency Potable Water Service in accordance with this Agreement and shall be hereafter controlled by the provisions of this Agreement. The parties agree that, as of the Effective Date of this Agreement, that the City-RPB Agreement shall be terminated in its entirety and neither party shall have any further obligations, rights, or duties thereunder.

6.2 County-City Agreement. The County-City Agreement is hereby terminated. Neither party shall have any further obligations, rights, or duties under the County-City Agreement, and the County-City Interconnect shall be hereafter controlled by the provisions of this Agreement.

6.3 Interlocal Agreement for Wholesale/Bulk Water Purchase. The City and County are parties to an Interlocal Agreement for Wholesale/Bulk Water Purchase dated December 7, 2010 (County Resolution No. R2010-2048), in which the County agreed to purchase Potable Water from the City through one of the Interconnects located in the vicinity of the Bay Hill development ("Bay Hill Bulk Agreement"). This Agreement shall have no effect on the Bay Hill Bulk Agreement, with the exception that the Emergency Potable Water Service provisions of this Agreement will control the provision of Emergency Potable Water Service through the Interconnect identified in the Bay Hill Bulk Agreement.

6.4 Other Interconnects. Any existing agreements between the City and County regarding the Other Interconnects which remain in effect are hereby modified by this Agreement, and to the extent of any conflicts, this Agreement shall govern and control.

7. Annual Chlorine Flush. In order to maintain water quality, the County performs an Annual Chlorine Flush of the County Potable Water System. City acknowledges and agrees that the County will continue to perform the Annual Chlorine Flush during the Term of this Agreement. Both parties agree to cooperate in determining the timing of the Annual Chlorine Flush; however, the County shall have the final decision-making authority as to said timing. Each party shall be responsible for any required notices to customers within their respective service area.

8. Payment for Emergency Potable Water Service. When Emergency Potable Water Service is utilized, the Master Meters shall be read and documented concurrently by the County and City prior to each initialization of Emergency Potable Water Service, and immediately following each termination of Emergency Potable Water Service. The supplying party shall then invoice the receiving party based on the prevailing Emergency Commodity Fee, and the receiving party shall make payment to the County within thirty (30) days from the date the bill is rendered by the supplying party. A past due notice will be mailed by the supplying party to the receiving party after thirty (30) days. If payment has not been received after sixty (60) days from the date of the original bill, the supplying party may refuse to provide additional Emergency Potable Water Service to the receiving party and a one percent (1%) per month interest charge will be assessed on the outstanding balance. If the receiving party is in dispute of an invoice, the receiving party shall notify the supplying party in writing of its disagreement with such invoice within fifteen (15) calendar days of receipt of said invoice, but the receiving party shall still be required to submit funds for such disputed invoice to the supplying party in accordance with this Section, and will be subject to any applicable penalties for non-payment. Following said notice, the Director of the County's Water Utilities Department, or designee, and the Assistant City Administrator for Public Utilities or the Director of Public Utilities, or designee, shall work to resolve any billing dispute. Upon resolution of the invoice dispute, the receiving party shall be reimbursed (or credited, as directed by the receiving party) for any funds paid to the supplying party in excess of the final decision in such dispute. Should the parties fail to reach a mutually acceptable resolution, either party may seek any available legal remedy in relation to the disputed invoice.

9. Ownership/Maintenance of Interconnects. Both parties shall equally and jointly own the Interconnects, and both parties shall be equally and jointly responsible for operating, maintaining, repairing and replacing, as needed (including all costs related thereto), the Interconnects for the mutual benefit of both parties. Normal maintenance of the Interconnects may be performed by either the County or the City, with prior written notice of the maintenance to be performed and the estimated costs provided to the other party. The party performing the maintenance shall invoice the other party for one-half (1/2) of the documented maintenance costs and payment shall be made in accordance with Section 8 above. Each party shall own their respective Potable Water System up to the Interconnects and shall be responsible for operation, maintenance, repair and replacement of their own Potable Water System as necessary.

10. Master Meters Accuracy. The parties shall mutually agree in writing as to the frequency of the inspection of the Master Meters. All costs and expenses of the inspection shall be equally shared between the parties. Should a Master Meter be found to be inaccurate beyond applicable industry standards, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be less. The

parties shall cooperate in the determination of an acceptable credit/or charge to the appropriate party during the time period of the inaccuracy, based on an agreed-upon estimated flowage through the Master Meter.

11. Security. The parties shall be responsible jointly and severally for security of the Interconnects, including provision of access locking features so that each party can have keyed access to the vaults.

12. Operation. The Interconnects will be controlled by valves which can be operated by authorized representatives of either the County or the City. Only authorized employees of either the County or the City will operate the valves controlling the Interconnects. The County and the City shall provide prior notice to each other prior to operating the valves at the Interconnects.

13. Permits. Each party agrees to cooperate with the other to support any permits required for maintenance and operation of the Interconnects.

14. Release. In consideration of the premises of this Agreement, and of the benefits and advantages anticipated to be gained hereby, in the absence of which this release would not be given, and in consideration also of the payment of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged, the parties hereby acquits, releases, exonerates, and discharge each other and their agents, employees, directors, representatives, successors, legal representatives and assigns, individually and in their official capacities, of and from any and all obligations, liability, or responsibility under the laws of the State of Florida, for, from, upon, under or on account of or growing or arising out of any claim or action, including all damages, losses, costs, charges, and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued, or hereafter accruing, resulting directly or indirectly, approximately or remotely, accruing to such party and based on the City- RPB Agreement, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction. Each party hereby agrees that it will not, and that its legal representatives and assigns shall not, hereafter file or institute in any court any suit against said other party on account or arising out of the City-RPB Agreement, and that to such suit or action which nevertheless may be hereafter brought on account or arising out of the City-RPB Agreement, this release shall be a complete and conclusive defense.

15. Termination. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

16. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for the County and the City shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability, exemption from laws, ordinances,

and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

17. Indemnification. . The County is not liable for the torts of the officers or employees of the City, or any other tort attributable to the City, and that only the County shall be liable for torts attributable to the County or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability pursuant to Florida Statutes Sec. 768.28. Similarly, The City is not liable for the torts of the officers or employees of the County, or any other tort attributable to the County, and that only the City shall be liable for torts attributable to the City or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability pursuant to Florida Statutes Sec. 768.28. The County and the City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

18. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and sewer main breaks, neither party shall be liable for such non-performance.

19. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. Successors and Assigns. The County and the City each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

21. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

22. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

23. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the City, shall be mailed or delivered to the City at:

City of West Palm Beach  
401 Clematis Street  
PO Box 3366  
West Palm Beach, FL 33402-3366  
Attention: City Administrator

with a copy not to constitute notice to:

City Attorney  
City of West Palm Beach  
401 Clematis Street  
PO Box 3366  
West Palm Beach, FL 33402-3366

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, FL 33416-6097  
Attn: Department Director

with a copy not to constitute notice to:

County Attorney  
301 North Olive Ave.  
Suite 601  
West Palm Beach, FL 33401

24. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

25. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

26. Entirety of Agreement. The County and the City agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

27. Palm Beach County Office of the Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

28. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a Party to this Agreement, including but not limited to any citizen or employees of the Parties.

26. Non-Discrimination. City and County each warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

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

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

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

By: Jim Stiles  
Director of Water Utilities

ATTEST:

**CITY OF WEST PALM BEACH**

Hannah F. Cannon  
City Clerk

By: Geraldine Muoio  
Geraldine Muoio, Mayor

(SEAL)

Date: 6/10/2015

OFFICE OF THE CITY ATTORNEY  
Approved as to form and legality  
By: Wm

**EXHIBIT "A"**  
**Interconnects**





**EXHIBIT "B"**  
**City-RPB Agreement**

# WATER AND WASTEWATER INTERCONNECTION AGREEMENT

THIS WATER AND WASTEWATER INTERCONNECTION AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1998, by and between the Village of Royal Palm Beach, Florida, a Florida municipal corporation, whose address is 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411 (hereinafter the "Village"), and the City of West Palm Beach, a Florida municipal corporation, whose address is 200 Second Street, West Palm Beach, Florida 33402 (hereinafter the "City").

WHEREAS, the Village owns and operates (a) a potable water pumping, treatment, transmission and distribution system, and (b) a sanitary sewer collection, transmission, treatment, and disposal system; and

WHEREAS, the City also owns and operates (a) a potable water pumping, treatment, transmission and distribution system, and (b) a sanitary sewer collection, transmission, treatment and disposal system; and

WHEREAS, the City System and Village System are in close proximity to each other and the parties hereto desire to take advantage of the economies of scale and the mutual benefit of emergency service that can be achieved by interconnecting the subject systems; and

WHEREAS, the Village System has a need for additional water and sewer capacity and the City System has excess potable water and sanitary sewer capacity that the City desires to make available and the Village desires to receive pursuant to the terms and conditions set forth herein; and

WHEREAS, the Village will benefit if the City System and Village System interconnect, in part, because cost savings will be realized; the Village will have the ability to obtain additional supply from an additional source; and the wholesale or bulk nature of the service will not duplicate the services which the Village currently provides to customers in the Village or in the Village service area; and

WHEREAS, the City will benefit if the City System and Village System interconnect, in part, because it will add an additional bulk or wholesale consumer on its overall system which has excess capacity; and the City will avoid the additional costs of retail service for this capacity; and the City will generally avoid the costs of customer service, local fire protection, administrative and general costs, local transmission and distribution costs; and

WHEREAS, the Village will benefit by procuring an additional source of water and wastewater service, while at the same time maintaining the ownership and integrity of its own water and wastewater utility system; and

WHEREAS, the Palm Beach County Health Department requires, pursuant to Environmental Control Rules 1 and 2, in the interest of public health and safety, interconnection of potable water distribution systems whenever and wherever possible, and this Agreement would also further that objective.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitations.** The recitations set forth above are true and correct.
2. **Definitions.**
  - a. **City System** - The City's (1) potable water supply, pumping, treatment, transmission, and distribution system, and (2) a sanitary sewer collection, transmission, treatment, and disposal system that serves the area described in Exhibit "A."
  - b. **Effective Date** - The date of completion of construction of the Interconnection facilities as described in Section 5 herein.
  - c. **ERC** - equivalent residential connection. A factor used to convert a given average daily flow to the equivalent number of residential connections calculated by dividing that flow by a gallonage factor. For purposes of this Agreement, a water ERC equals 310 gpd and a sewer ERC equals 240 gpd.
  - d. **Gallonage (Commodity) Charge** - The applicable charge per thousand gallons of potable water delivered or raw wastewater treated by the City for the benefit of the Village.
  - e. **GPD** - gallons per day
  - f. **Initial Period** - That period of time between the effective date hereof and the seven-year anniversary thereof as described in paragraph (4) hereinbelow.
  - g. **Interconnect Facilities** - any water or sewer transmission main(s), pump station(s), meter(s), and appurtenant facilities constructed or utilized in connecting the City System with the Village System.
  - h. **MGD** - million gallons per day

i. Point(s) of Interconnection or Point(s) of Delivery of Water or Sewer Service - The Village's side of the water meter and the Village's side of the wastewater meter at the Point(s) of Interconnection. Attached hereto is a map labeled as Exhibit "B" demonstrating the Point(s) of Interconnection or Delivery.

j. Properly Treated Reuse Effluent - wastewater discharged from the City's sewer plant that meets or exceeds the standard established for reclaimed water reused in public access areas as set forth in Florida Administrative Code Rule 62-610 or its successor rule.

k. Term - Twenty (20) years from the effective date.

l. Wastewater System Capacity Charge - The charge imposed by the City for reservation of permanent capacity in the City's sanitary wastewater collection, transmission, treatment, and disposal system.

m. Village System - The (1) potable water supply, pumping, treatment, transmission, and distribution system, and (2) a sanitary sewer collection, transmission, treatment, and disposal system that serves the area described in Exhibit "C."

n. Water System Capacity Charge - The charge imposed by the City for reservation of permanent capacity in the City's potable water pumping, treatment, transmission, and distribution system.

3. **Purpose.** Although the Village owns and operates its own water and wastewater utility system, the Village desires to secure an additional source of water and wastewater treatment plant capacity from the City, and use that additional source of capacity to supplement its existing facilities. By virtue of this Agreement, the Village will acquire the ability to supplement its potable water supply and wastewater treatment and disposal ability.

4. **Term.** This Agreement shall be for a term of twenty (20) years (the "Term"), provided, however, that neither party may cancel this Agreement during the Initial Period except for non-payment or failure to perform by the other party. Thereafter, either party may cancel this Agreement for non-payment or failure to perform, or without cause, upon three (3) years' notice to the other. The Term shall commence on the effective date (the "Effective Date") which shall be the date of the completion of the construction of the interconnection facilities described in Paragraph 5 herein, and the receipt by each of the parties hereto of all applicable Federal, State or local governmental regulatory permits and approvals. At that time the parties shall attach an Exhibit D to this Agreement evidencing agreement by both parties regarding the exact date to be deemed the Effective Date.

APRIL 17<sup>th</sup>  
2000

5. **Construction Period.** It is anticipated by the parties hereto that it shall take a period of approximately 120 days from the date of the execution hereof to complete the design and permitting process of the facilities needed to interconnect utility lines of the Village and the City. It is further anticipated that it will take an additional period of approximately 120 days to construct such interconnecting facilities, for a total period of approximately eight (8) months from the start of the design to the completion of construction. Although, the period referenced is the intended period, both parties acknowledge that this period of time is based upon the best efforts of each and may change.

6. **Capacity.** The City agrees to sell and deliver to the Point(s) of Interconnection, as defined in Section 2 above and as specifically set forth on Exhibit B which is described in Section 9 below and the Village agrees to purchase, as much water and wastewater capacity as the Village elects to purchase from the City, pursuant to the terms and conditions hereof, up to a maximum amount of 2.0 MGD of water and 3.0 MGD of wastewater, respectively, on a maximum daily basis.

7. **Water Service Supply Agreement.** Commencing on the Effective Date, the City agrees to make available for sale to the Village up to 2,000,000 gallons per day (2.0 MGD) of potable water, on a maximum daily basis, for delivery to the Point(s) of Interconnection.

8. **Wastewater Service Supply Agreement.** Commencing on the Effective Date, the City agrees to make available for sale to the Village up to 3,000,000 gallons per day (3.0 MGD) of wastewater on a maximum daily basis.

9. **Interconnection and Resale of Water.**

a. The City System shall interconnect water and sewer facilities with the Village System and the Village shall interconnect water and sewer facilities with the City system at the points as more specifically set forth on the map attached as Exhibit "B," which is incorporated herein by reference (the "Point(s) of Interconnection"). Each party shall pay its own costs of the design, permitting, and construction of the interconnecting water and sewer facilities to the Point(s) of Interconnection. Each party will be responsible for its costs to reach the Point(s) of Interconnection with its own facilities.

b. The Interconnection facilities constructed hereunder will be controlled by valves which can be operated by authorized employees of either the City or the Village.

c. The Village agrees to comply with all applicable Federal, State or applicable County governmental directives regarding the prevention of excessive use and waste of water.

10. Compensation.

a. During the Initial Period of this Agreement, the Village shall pay to the City monthly on a per thousand gallon basis, for water and wastewater services as follows:

\$1.20 per thousand gallons of water delivered.

\$1.50 per thousand gallons of wastewater treated.

The price of \$1.20 per thousand gallons of water and \$1.50 per thousand gallons of wastewater includes all charges applicable for the Initial Period hereof. The water rate is comprised of \$0.95 per thousand gallons as a commodity service charge metered at the Point(s) of Interconnection, and \$0.25 per thousand gallons as a capacity reservation charge, yielding a total price for water delivered by the City to the Village during the Initial Period hereof of \$1.20 per thousand gallons. The wastewater rate is comprised of \$1.05 per thousand gallons as a commodity service charge metered at the Point(s) of Interconnection, and \$0.45 per thousand gallons as a capacity reservation charge, yielding a total price for wastewater delivered by the City to the Village during the Term hereof of \$1.50 per thousand gallons. There will be no other charges, surcharges, fees, costs, rates or compensation of any kind than that referenced above.

b. Prior to the end of the Initial Period, the Village may elect to increase or decrease the capacity reserved for either water delivered, or wastewater received for the remainder of the term. Commencing on the expiration of the Initial Period, the Village shall pay for water, and wastewater services to the City on a monthly basis, as follows:

- (i) the applicable and then current rate for water as a commodity service (the "Water Commodity Service Charge") per thousand gallons of water metered at the Point(s) of Interconnection, plus \$0.25 per 1,000 gallons of water capacity reserved (the "Water Capacity Reservation Charge"). The Water Capacity Reservation Charge shall be paid whether or not all or any portion of the water reserved is delivered; and
- (ii) the applicable and then current rate for wastewater as a commodity service charge (the "Wastewater Commodity Service Charge") per thousand gallons of wastewater metered at the Point(s) of Interconnection, plus \$0.45 per 1,000

gallons of wastewater capacity reserved (the "Wastewater Capacity Reservation Charge"). The Wastewater Capacity Reservation Charge shall be paid whether or not all or any portion of the wastewater capacity reserved is used.

c. City hereby agrees that the Water Capacity Reservation Charge and the Waste Water Capacity Reservation Charge amortize all or a portion of the capital costs of the City for recovery of capital and, therefore, shall not be modified throughout the Term so long as the amount of capacity reserved remains the same or less than the amount as set forth in Section 6 hereinabove. In the event that the Village requests and the City agrees to additional water capacity or waste water capacity after the expiration of the Initial Period, the City shall have the right to increase the Water Capacity Reservation Charge or the Wastewater Capacity Reservation Charge, or both, for such additional capacity subject to a finding by the City, based on such rate study, or other substantial competent evidence as may be considered by the City to support the increase. The Water Commodity Service Charge and the Waste Water Commodity Service Charge shall only be increased by the City in the same amount and at the same time as it increases the Water Commodity Service Charge and the Waste Water Commodity Service Charge for its customers located within the City. (Therefore, if, for example, the City were to increase its total average monthly Water or Wastewater Commodity Service Charge to residential customers in the City limits by 5%, the City shall have the right to increase rates for Water or Wastewater Commodity Service delivered to the Village by 5%.)

d. In the event any payments to the City for amounts due hereunder are in excess of thirty (30) days late, the City reserves the right to require the Village to deposit in advance a sum equal to the estimated costs for water supply for a period of ninety (90) days at the prevailing rates set forth herein.

e. Each party hereby grants to the other the right to inspect the books and records of the other, and to audit the utilization of capacity hereunder, and the billing therefor.

#### 11. Water and Sewer Meters.

a. The Village and City will install water and sewer meters, acceptable to each other, at the Point(s) of Interconnection, and such facilities shall be jointly owned. The subject meters shall be used to calculate the Village's water and sewer use and charges.

b. Each party shall maintain the water and sewer meters as part of the Interconnect Facilities. Water and sewage shall be considered the property and responsibility of the other party once it has passed through Point(s) of Interconnection. The City agrees to maintain average daily water pressure at a level of fifty (50) PSI at the Point(s) of Interconnection.



c. The meters used for measuring the quantity of water and wastewater service to the Village shall be in good mechanical condition and shall be adequate in size and design for the type service that is provided. The meters shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code, or its successor provisions. If either party requires a bench or field test of the meters, that party shall pay all costs related to the testing including, but not limited to, the cost of acquiring and installing a replacement meter on a temporary basis. However, if the meter is found to register outside prescribed accuracy limits, pursuant to Rule 25-30.262, Florida Administrative Code, then all costs of the testing (including replacement meter) shall be borne by the City. Disputes resulting from overbilling or underbilling due to meter inaccuracy shall be handled and adjusted accordingly.

d. Each party shall have the right to inspect the water and sewer meters installed hereunder. If it is determined that a meter registered incorrectly, an estimate of the metered amount furnished to the faulty meter shall be prepared by the City's Director of Public Utilities for the purpose of billing the Village. The estimate shall be based upon the average of twelve (12) preceding readings of the meter, exclusive of incorrect readings. When less than twelve (12) incorrect readings are available, pure readings, including some obtained after the period of incorrect registration, may be used.

12. **Construction Specifications.** All plans and specifications for construction of the Interconnect Facilities shall meet applicable City criteria, and shall meet or exceed industry standards for pressure, infiltration, exfiltration, line and grade, and all other standard engineering tests. Upon completion of construction, each party shall submit to the other a copy of the following: signed certificates of completion submitted to the appropriate regulatory agencies; bacteriological results with a sketch showing locations of all sample points; pressure test results; and one set of ammonia Mylars and one copy on a computer disk (Auto Cad application) of the as-built plans prepared and certified to by the engineers of record. All such construction shall be of a size and condition to satisfy the long range and reasonably anticipated future needs of each of the parties hereto. Each party shall supply to the other, as needed, the appropriate easements for ingress and egress in order to properly own, operate, maintain and control the subject interconnecting facilities.

13. **Water Quality Assurance.**

a. The City shall provide to the Village potable water of a quality that meets federal, state and local water quality standards, as may be revised.

b. The City bears no degree of responsibility for the water quality at any point beyond the Point(s) of Interconnection. The Village bears the responsibility for maintaining the water quality at any point beyond the Point(s) of Interconnection and within the Village's distribution system.

c. Each party shall immediately notify the other of any emergency or condition which may affect the quality of water in either party's system.

14. Quality of Wastewater. The quality of wastewater discharged by the Village to the City shall comply with the City's Industrial Pretreatment Program as contained in City Ordinance No. 2938-96, which is attached hereto as Exhibit C. The City shall notify the Village of any proposed modifications to said Ordinance prior to adoption by the City Commission.

15. Reverse Osmosis Reject Water. City hereby grants to the Village the option of sending reject water from its reverse osmosis facility to the City for disposal, provided, however, that the Village, has sufficient flows to the City that the wastewater quality at the point of connection are not in violation of Section 14 above.

16. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Village, the City and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

17. Notice.

a. All notices shall be in writing and transmitted by hand delivery, certified mail, or express delivery. If to the Village, notice shall be delivered at:

Village of Royal Palm Beach  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, Florida 33411  
Attention: Village Manager

If to the City, such notice shall be delivered at:

City of West Palm Beach  
P.O. Box 3366  
West Palm Beach, Florida 33402  
Attention: City Administrator

b. Notice shall be considered effective upon receipt or, if refused, as of the date offered for receipt.

18. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be binding immediately upon execution by both parties hereto.

19. Costs and Attorney's Fees. In the event the City or the Village is required to enforce this Agreement by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all reasonable attorney fees and costs incurred, including those incurred on appeal.

20. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted because of any cause beyond the control of either party, including but not limited to an Act of God or of public enemy, drought, war, national emergency, labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, water plant failures and water main breaks, or other condition which is generally considered outside the control of the parties, said party shall not be liable for such non-performance.

21. Water Shortage. If the water management district or other governmental unit with just cause and authority declares a water shortage, then the City shall have the right to restrict service to the Village by the same percentage, level and/or manner as the City restricts service to customers located inside the city limits. This section shall not be construed to permit an interruption of service or a degradation of service.

22. Indemnification. To the extent allowed by law, each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of the negligent performance under this Agreement by the other party.

23. Survival of Covenants. The rights, privileges, obligations and covenants of the Village and the City shall survive the completion of the Interconnect Facilities and commencement of service.

24. Superseded Agreements. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the Village and the City, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between Village and the City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor may provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

25. Interlocal Agreement. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes. A true and correct copy of this Agreement and any subsequent amendments shall be filed with the circuit court in Palm Beach County.

26. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

27. Exercise of Police Power. Without limiting the parties' obligations under this Agreement, nevertheless, nothing contained in this Agreement shall be construed to require or limit either or both of the parties' exercise of their police powers, and nothing herein shall act as a waiver of any party's authority to require any permit, license, certificate, approval, exception or variance of any kind applicable to similar projects and uniformly impose by either party. Notwithstanding the above, each party shall use its best efforts to assist the other party in obtaining any necessary governmental approvals to implement this Agreement, including approval that would be granted by a party to this Agreement.

28. Annexation Laws. Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed or interpreted to contract away either parties' rights and authority under the Municipal Annexation or Contraction Act, Chapter 171, Florida Statutes, as amended from time to time.

29. Further Assurances. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

30. Integration. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

31. Default.

a. In the event of a breach or a default by either party to this Agreement, the other party shall have all rights to enforce the terms and conditions of this Agreement which are available at

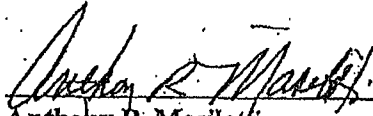
law or in equity including, but not limited to, specific performance, as a remedy for such breach or default.

b. The City reserves the right to shut off the water and terminate this Agreement if, after giving the Village thirty (30) days' notice, in writing, and an additional thirty (30) days to cure the alleged default, the Village refuses to fulfill any material obligation or condition as set forth in this Agreement. However, in the event that the alleged default pertains to non-payment of all, or any portion of invoices rendered hereunder, then the City shall have the right to shut off the water provided hereunder and the wastewater to be received hereunder, upon delivery of written notice to the Village and expiration of the applicable cure period set forth above, unless the Village shall continue to pay the full amount of any undisputed invoices with the disputed amount being paid into an escrow account until such dispute is resolved but not to exceed a period of six (6) months.

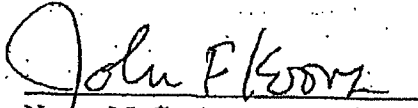
IN WITNESS WHEREOF, the Village and the City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

VILLAGE OF ROYAL PALM BEACH

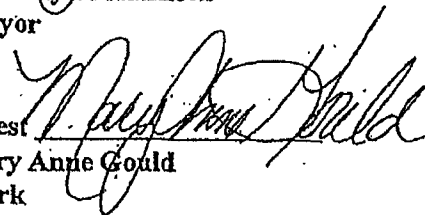
CITY OF WEST PALM BEACH

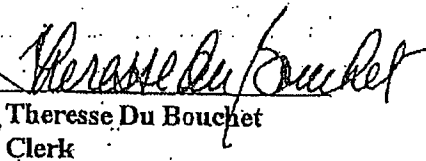


Anthony R. Masilotti  
Mayor




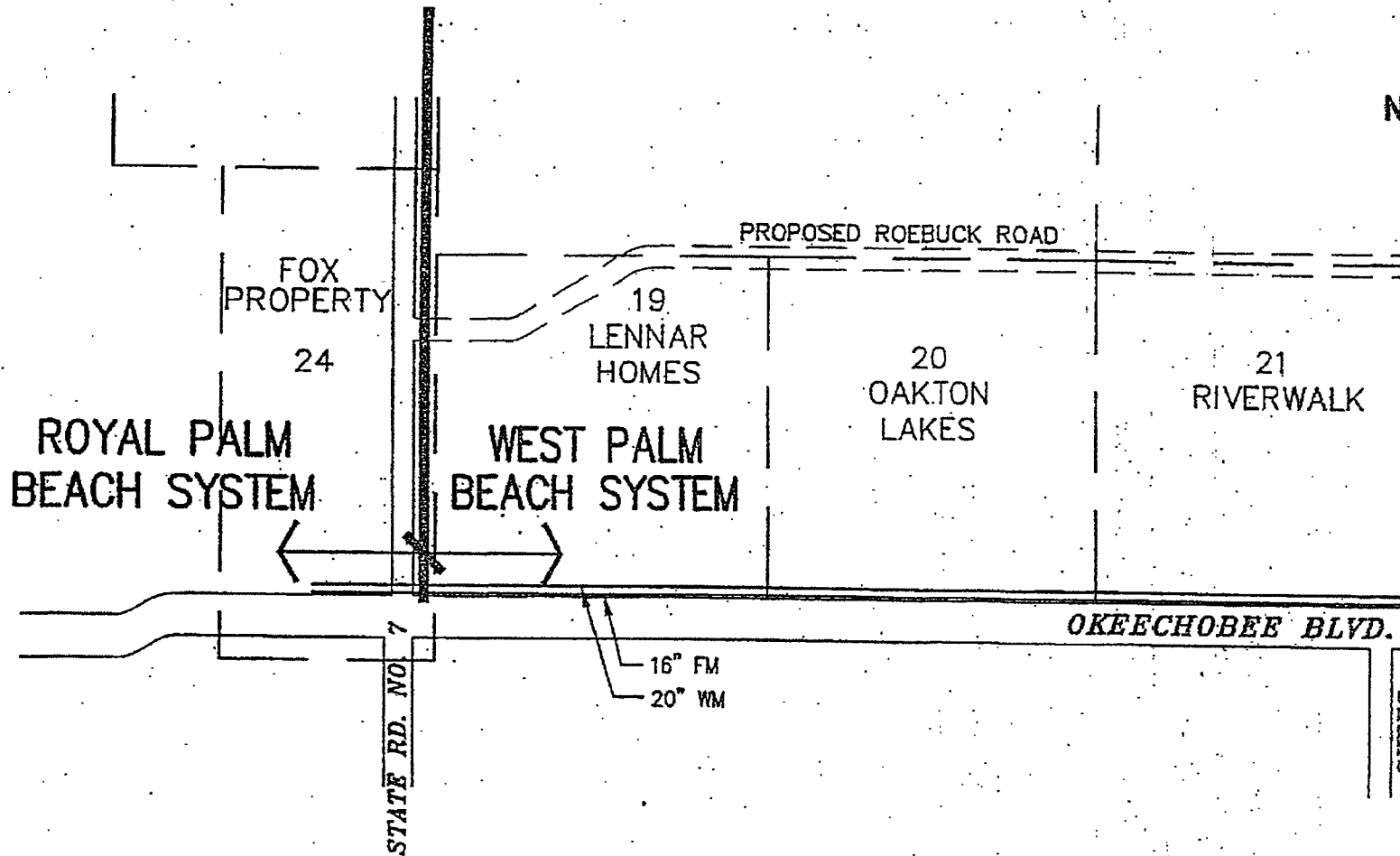
Nancy M. Graham John F. Koons  
Mayor Presiding Officer

Attest   
Mary Anne Gould  
Clerk

Attest   
Therese Du Bouchet  
City Clerk

F:\MIKE\BAGREEMEN\VILLAGE.CLIN\4/28/98 2:1pm

CITY ATTORNEY  
Approved \_\_\_\_\_  
and legal counsel \_\_\_\_\_  
By:  \_\_\_\_\_  
Date: 5/8/98



**M&E** Metcalf & Eddy  
An Air & Water Technologies Company  
201 Clematis Street, Suite 201  
West Palm Beach, Florida 33401  
Phone (561) 833-8340

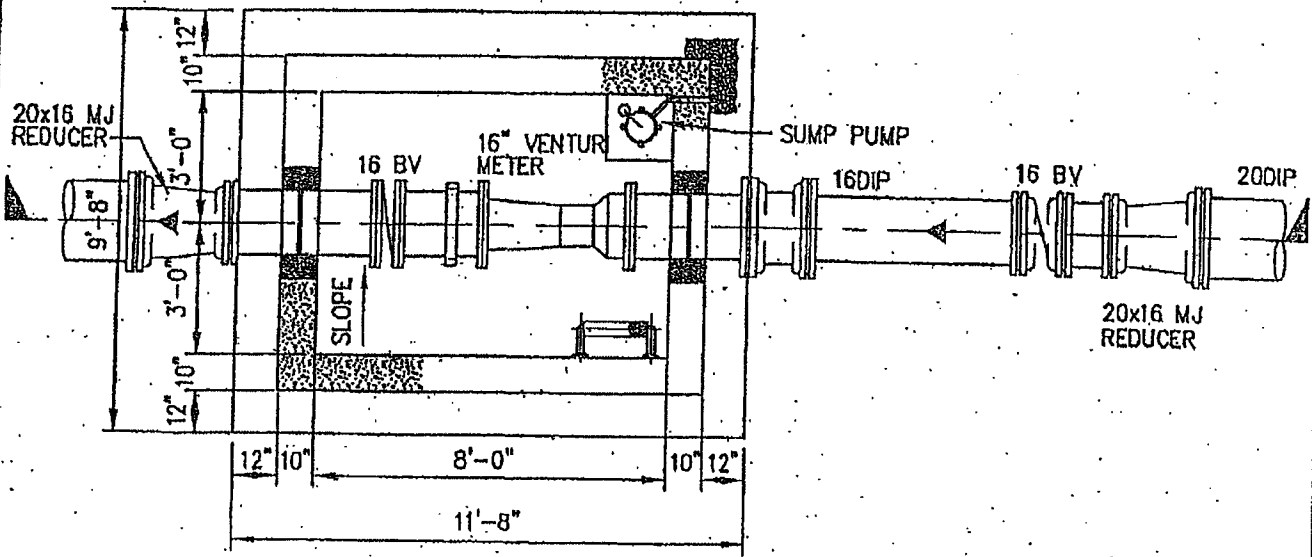
EXHIBIT A AND C  
UTILITY SERVICE AREAS

5/5/98

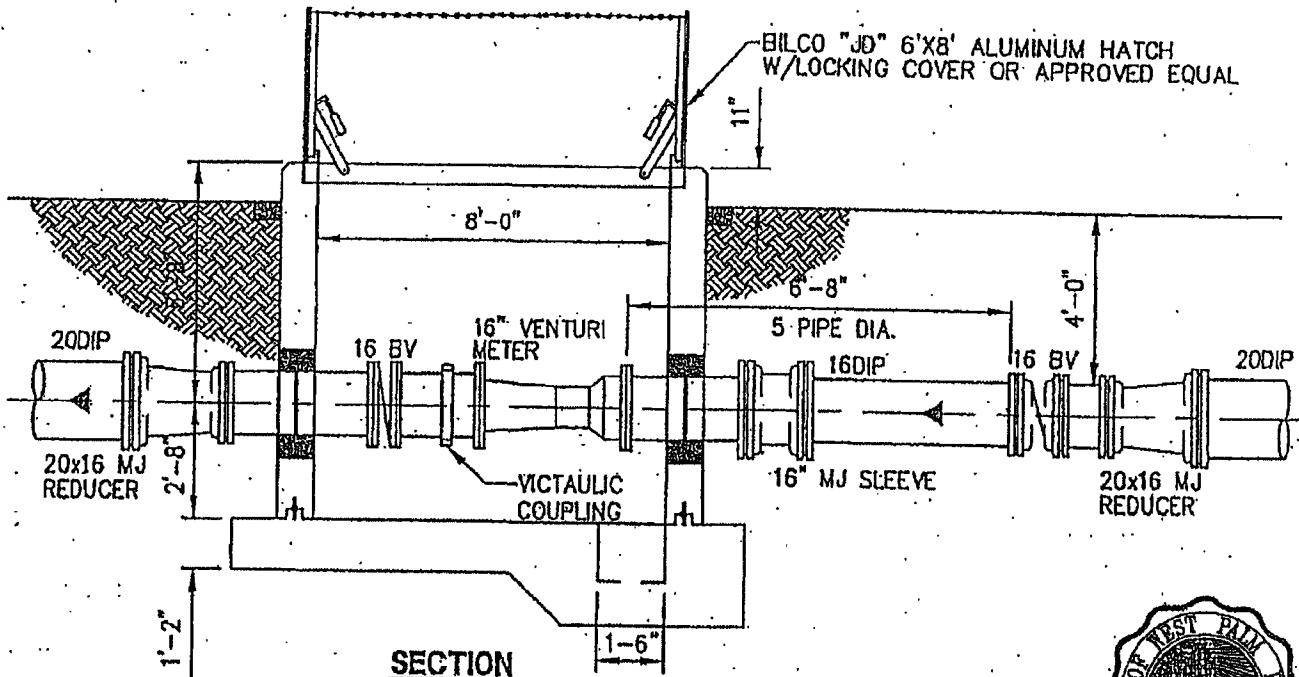
MM

PROJ\WPB\SITE\_PRO

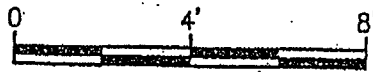
VILLAGE OF ROYAL PALM BEACH INTERCONNECT WITH CITY OF WEST PALM BEACH



PLAN



SECTION



**M&E Metcalf & Eddy**  
 An AP & Water Technologies Company  
 301 Clematis Street, Suite 207  
 West Palm Beach, Florida 33401  
 Phone (407) 833-8340

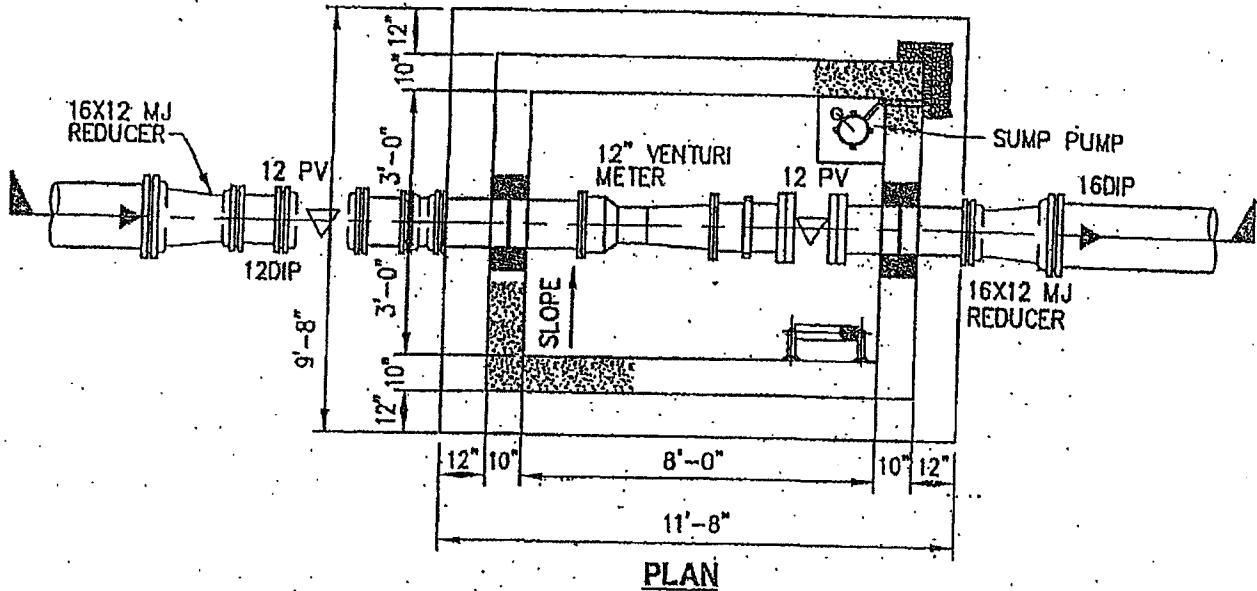
**MASTER WATER METER PIT  
 DETAIL**

DATE: 09/02/97  
 DRAWN BY: MM  
 FILE NAME: C:\WWW\ORIG\WPB\PRO\F-1

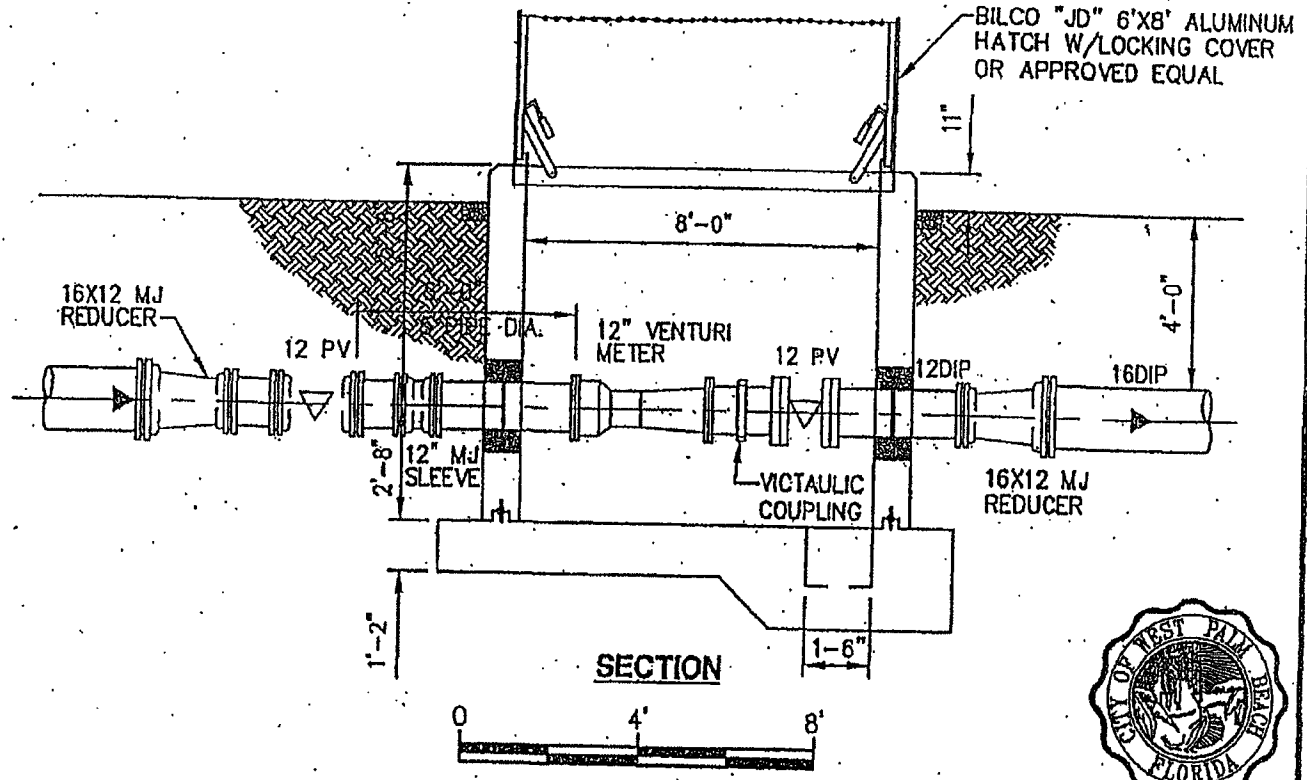
**VILLAGE OF ROYAL PALM BEACH INTERCONNECT WITH CITY OF WEST PALM BEACH**

FIGURE 1

EXHIBIT "B"



PLAN



SECTION



**M&E Metcalf & Eddy**  
 An Air & Water Technologies Company  
 201 Clematis Street, Suite 207  
 West Palm Beach, Florida 33401  
 Phone (407) 633-6340

MASTER WASTEWATER METER PIT  
 DETAIL

DATE:	09/02/97
DRAWN BY:	MM
FILE NAME:	C:\WP\0902\WWS\PMV-2

VILLAGE OF ROYAL PALM BEACH INTERCONNECT WITH CITY OF WEST PALM BEACH

FIGURE 2

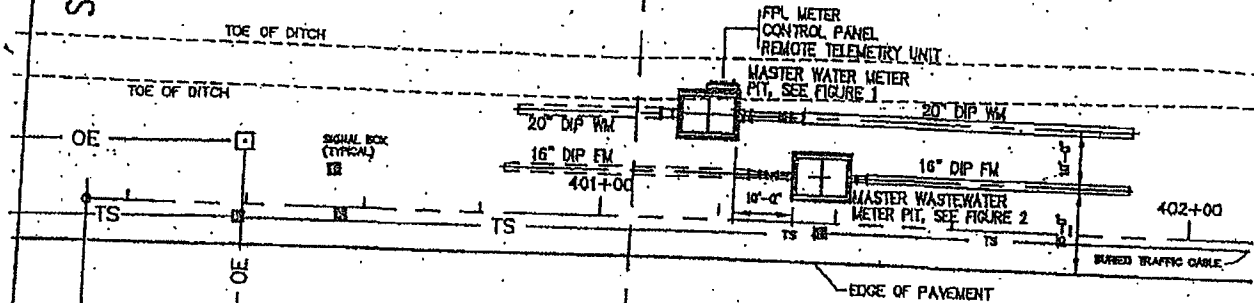




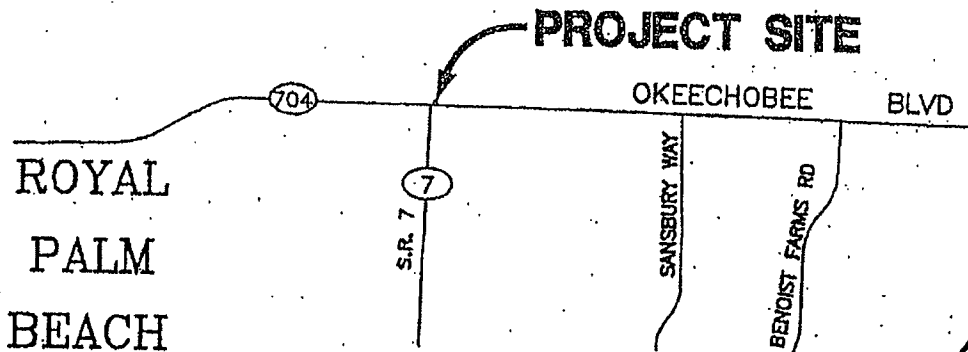
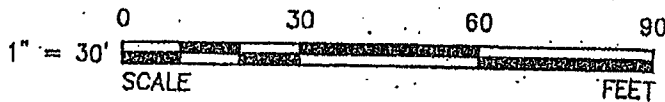
STATE ROAD NO. 7  
(PROPOSED)

EXISTING R/W LINE

EXISTING R/W LINE



OKEECHOBEE BOULEVARD



LOCATION PLAN  
NOT TO SCALE



TYPICAL LOCATION PLAN  
FOR  
MASTER METER PITS

DATE:	05/05/98
DRAWN BY:	MM
FILE NAME:	C:\WPDG\WPB\SIE-P

VILLAGE OF ROYAL PALM BEACH INTERCONNECT WITH CITY OF WEST PALM BEACH

FIGURE 3