

**EXHIBIT "N"**

**SEACOAST UTILITY AUTHORITY**  
**LOW PRESSURE SEWER MAIN EXTENSION AGREEMENT**  
**THIRD PARTY CONTINGENT REFUND**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 202\_\_ between Seacoast Utility Authority, hereinafter referred to as "Authority", 4200 Hood Road, Palm Beach Gardens, Florida 33410, and \_\_\_\_\_ hereinafter referred to as "Applicant".

**WITNESSETH:**

WHEREAS, Authority owns and operates a sewer collection system in northern Palm Beach County; and

WHEREAS, Applicant is the fee simple owner of the property described on Exhibit "A" ("Property") attached hereto and made a part hereof; and

WHEREAS, Applicant desires to connect to the Authority's sewer collection system; and

WHEREAS, Authority has determined that all necessary recorded easements, or properly dedicated rights of way are in place for the low pressure sewer main extension; and

WHEREAS, in accordance with and subject to Authority and regulatory policies, procedures and requirements, Authority and Applicant wish to enter into this Agreement providing for sewer service to the property and extension of a low pressure sewer main to Applicant's furthest property line.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Authority and the Applicant do hereby agree as follows:

1. Existing Improvements

This Agreement authorizes sewer service only to the existing single-family home located on the Property. The parties agree that the addition of dwelling units or subdivision of the Property will require Authority approval and may result in additional fees and charges.

2. Private Grinder Pump System

Applicant agrees to install and maintain a private grinder pump system that will service the Property that meets Authority's specifications. Prior to initiation of sewer service, Applicant agrees to deliver an executed copy of Authority's standard Low Pressure Sewer System Maintenance Agreement confirming Applicant's maintenance responsibilities

3. Fees and Charges

To induce Authority to provide sewer service to the Property, Applicant hereby agrees to pay to Authority the following fees and charges listed on attached Exhibit "B".

- a. Connection Charges - Payment for the allocable portion of sewer treatment plant and backbone collection system. Payment shall be due when the Applicant signs this Agreement.
- b. Administrative Fee - Payment to defray the cost of plan review, inspection and engineering coordination. This fee shall be paid to the Authority at the time plans are submitted for review. No portion of this fee shall be refundable.
- c. Deposit - This fee shall be paid upon submittal of the sewer service application form in accordance with Authority's Sewer Service Policy.

4. Engineering and Construction Costs

The Applicant shall, at its cost and expense and in accordance with all Authority and regulatory requirements, design, obtain permits for, construct, and certify the low pressure sewer main extension. Applicant shall submit a proposal from a civil engineer to design, permit and certify the sewer main extension and a proposal from an underground contractor to install and test the low pressure sewer main for review and approval by Authority; the sum of these two approved proposals will be the basis for calculating the contingent refund. These costs will be subject to reimbursement in accordance with Authority policy and limited as described on attached Exhibit "C".

5. Bill of Sale

Upon completion of construction of the low pressure sewer main extension and release for service by the Palm Beach County Health Department, applicant shall deliver a bill of sale prepared by the Authority for the new low pressure sewer main that will convey same to Authority for future ownership and maintenance.

**IN WITNESS WHEREOF**, the Applicant has executed this Agreement as of the date first above written.

WITNESS:

APPLICANT:

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

Notary Public - State of Florida

Commission No.

My Commission Expires:

WITNESS:

SEACOAST UTILITY AUTHORITY:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature as to both

By: \_\_\_\_\_  
Rim Bishop, Executive Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature as to both

Attest: \_\_\_\_\_  
Jessica Moore, Authority Clerk

\_\_\_\_\_  
Print Name

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by Rim Bishop and Jessica Moore Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State of Florida  
Commission No.  
My Commission Expires:

# Exhibit "A"

## Property Description

## Exhibit "B"

### Fees and Charges

Connection Charges – 1 single family unit	\$1,200.00
Administrative Fee	\$2,300.00
Deposit	\$60.00

Exhibit "C"

Third Party Contingent Refund

Approved Engineering Proposal \$ \_\_\_\_\_

Approved Construction Cost Proposed \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Number of potential sewer service connections to low pressure sewer main extension per master plan \_\_\_\_\_

Property Control Number (PCN) of potential sewer service connections including Applicant's connection

- 1.
- 2.
- 3.

Authority will collect and refund to Applicant the pro rata share calculated above for each of the parcels (PCN) that actually connects to the low pressure sewer main extension except Applicant's connection for a period of seven years from the date of this agreement.