

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
Executive Director

FROM: Clinton R. Yerkes
Deputy Executive Director

DATE: April 27, 2015

SUBJECT: Temporary Service Area Revisions
INTERLOCAL AGREEMENT with SEACOAST UTILITY AUTHORITY

Last month the Board was advised of the proposed Interlocal Agreement with Seacoast Utility Authority (SUA) to provide service to properties within each of our service areas, allowing service by the utility that can provide service in an economical and more expeditious manner, until such time as the District or SUA has wastewater facilities available to these properties.

Under the proposed Agreement SUA would be allowed to provide service to 2 properties on the North side of Donald Ross Road (Palm Beach Country Estates) in the Loxahatchee River District (LRD) service area. Specifically this would allow a church and a day care to obtain service which they have requested.

Conversely, LRD would be allowed to serve 2 properties on the south side of Frederick Small Road at Palmwood Road, until such time as SUA is able to provide service.

The form of the Agreements has been reviewed by legal counsel, and the Board of SUA has provided the attached, executed Agreements for District approval.

The following motion is suggested for approval:

**"THAT THE DISTRICT GOVERNING BOARD approve execution of the Interlocal Agreement with Seacoast Utility Authority for the provision of interim service to 6427 and 6501 Donald Ross Road.
and**

THAT THE DISTRICT GOVERNING BOARD approve execution of the Interlocal Agreement with Seacoast Utility Authority for the provision of interim service to PCN: 30-43-41-20-00-000-3340 and 2990 Frederick Small Road in accordance with the attached documents."

Thank you for your consideration of this matter.

V://special/Interlocal Agrmnt/Seacoast/Don Ross
V://special/Interlocal Agrmnt/Seacoast/Fred Small

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Prepared by and return to: WC-53
Curtis Shenkman, District Attorney
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458

INTERLOCAL AGREEMENT BETWEEN LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
AND
SEACOAST UTILITY AUTHORITY
FOR PROVISION OF SEWER SERVICE
TO PARCEL 1 OF THE PALM BEACH COUNTRY ESTATES DEVELOPMENT

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2015, by and between SEACOAST UTILITY AUTHORITY, a public utility in the State of Florida, herein referred to as "SEACOAST" and LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a public utility in the State of Florida, herein referred to as "LRD",

W I T N E S S E T H:

WHEREAS, SEACOAST and LRD desire to maximize the utilization and efficiency of both public utility systems; and

WHEREAS, Florida Statutes, Section 163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the PALM BEACH COUNTRY ESTATES Development Area is located within the service area of LRD sewer utility service. A parcel of the PALM BEACH COUNTRY ESTATES Development Area shown on Exhibit A and Exhibit B attached hereto and made a part hereof is not currently being served with sewer utility service by LRD, and Seacoast desires to provide sewer utility service to said parcel (which parcel is referred to herein as "Country Estates Parcel 1"). WHEREAS, the execution of this Agreement is in the best interests of both governmental units by promoting efficient utilization of utility services.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. **RECITALS.** The above recitals are true and correct.

2. **CONSENT TO SERVICE.** Seacoast recognizes LRD is the legislatively authorized exclusive provider of sewer utility service to the Palm Beach Country Estates Development Area. LRD consents that Seacoast may provide sewer utility service to Country Estates Parcel 1 (the "Subject Property"). If and when the LRD declares available its sewer utility line to all or a portion of the Subject Property, Seacoast shall disconnect or verify the disconnect of that portion of the Subject Property that LRD wishes to serve from Seacoast's sewer system, whereupon Seacoast shall terminate its billing to the Owner(s) of the portions of the Subject Property which LRD wishes to serve. Seacoast shall charge all Owners connection charges in accordance with Seacoast's policies and procedures in effect at the time of connection. If any portion on the Subject Property pays connection charges to Seacoast, and that portion subsequently is no longer served by Seacoast but rather is served by LRD, then Seacoast will remit to LRD, without interest, any connection charges that it has received attributable to that portion of the Subject Property.

3. **TERM.** The term of this Interlocal Agreement shall continue until _____, 2025. It is recognized by the parties that it is desirable to have a continuous supply of sewer service to the Subject Property after the initial term hereof. Therefore, if Seacoast is providing sewer services to the Subject Property (or any portion thereof) at the expiration of any term, then the term of this Agreement shall be automatically extend for successive five (5) year terms unless one party gives written notice to the other y not later than six (6) months before the end of the applicable term of its intention not to renew..

4. **ENTIRE AGREEMENT; AMENDMENT.** This writing embodies the entire Agreement and understanding of the parties hereto. This Agreement supersedes any existing agreements or representations among the parties concerning providing service to the Property described in Exhibit A and Exhibit B. Other than the agreements specified herein, there are no other understandings or agreements between the parties, whether verbal or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No modification of the terms of this Agreement shall be valid unless made in writing and signed

by the parties hereto. This Agreement shall be governed and construed according to the laws of the State of Florida. LRD may record this Agreement.

5. ASSIGNMENT. The rights and duties created by this Agreement are personal to each party and shall not be assigned by either party to another except upon the express written permission and consent of all other parties to do so; provided however, that such permission and consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2015.

ATTEST:

LOXAHATCHEE RIVER

ENVIRONMENTAL CONTROL DISTRICT

BY: _____

BY: _____

(DISTRICT SEAL)

D. Albrey Arrington, PhD., Executive Director

ATTEST:

SEACOAST UTILITY AUTHORITY

BY: Jesus More

BY: 

~~Jim Bishop, Executive Director~~

Joseph Lo Bello, Chair

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by D. Albrey Arrington, PhD., Executive Director, personally known to me or who produced a Florida Drivers License as identification.

(NOTARY SEAL)

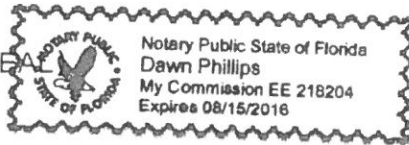
Notary Public

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of April,
2015, by Joseph Lo Bello Chair, ~~Rim Bishop, Executive Director~~, personally known to me or who produced a Florida
Drivers License as identification.

(NOTARY SEAL)



Dawn Phillips
Notary Public

"Exhibit A"

Property Control Number: 00-42-41-22-00-000-8210

Parcel Z-246 A parcel of land in Section 22, Township 41 South, Range 42 East in Palm Beach County, Florida and more particularly described as follows: The east 244 feet of a certain part of the south 300 feet of said section 22 with the east line of said certain part being at right angles to the south line of said section; and so located that the northerly projection of said east line intercepts the north line of the south 1250 feet of said section at a point 2720 feet east of the intersection of said north line with the west section line; and with all indicated distances being as measured along lines parallel to the west and south lines of said section 22; less, however, the south 75 feet thereof for right of way of Donald Ross Road and less I-95 right of way more fully described in Official Record Book 4240, Page 677 of the Public Records of Palm Beach County, Florida.

6501 Donald Ross Road

“Exhibit B”

Property Control Number: 00-42-41-22-00-000-8050

Parcel Z-247 A parcel of land in Section 22, Township 41 South, Range 42 East in Palm Beach County, Florida and more particularly described as follows: The east 235.3 feet of a certain part of the south 300 feet of said section 22 with the east line of said certain part being at right angles to the south line of said section; and so located that the northerly projection of said east line intercepts the north line of the south 1250 feet of said section at a point 2955.3 feet east of the intersection of said north line with the west section line; and with all indicated distances being as measured along lines parallel to the west and south lines of said section 22; less, however, the south 75 feet thereof for right of way of Donald Ross Road and less the west 30 feet thereof and less the right of way for highway I-95.

Subject to restriction, reservations, limitations, easements of record and taxes for the year 1993 and subsequent years

6427 Donald Ross Road

Prepared by and return to: WC-53
Curtis Shenkman, District Attorney
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458

INTERLOCAL AGREEMENT BETWEEN LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
AND
SEACOAST UTILITY AUTHORITY
FOR PROVISION OF SEWER SERVICE
TO TWO PARCELS OF LAND, FREDERICK SMALL ROAD WEST OF PALMWOOD ROAD

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2015, by and between SEACOAST UTILITY AUTHORITY, a public utility in the State of Florida, herein referred to as "SEACOAST" and LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a public utility in the State of Florida, herein referred to as "LRD",

W I T N E S S E T H:

WHEREAS, SEACOAST and LRD desire to maximize the utilization and efficiency of both public utility systems; and

WHEREAS, Florida Statutes, Section 163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, two parcels of land located southwest of the intersection of Frederick Small Road and Palmwood Road shown on Exhibit A attached hereto and made a part hereof lie within Seacoast's service area but are not currently being served with sewer utility service by Seacoast, and LRD is willing to provide sewer utility service to said parcels, and.

WHEREAS, the execution of this Agreement is in the best interests of both governmental units by promoting efficient utilization of utility services.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. **RECITALS.** The above recitals are true and correct.

2. **CONSENT TO SERVICE.** LRD recognizes that Seacoast is the authorized exclusive provider of sewer utility service to the two parcels shown on Exhibit A attached hereto and made a part hereof. Seacoast consents that LRD may provide sewer utility service to these parcels (the "Subject Properties"). If and when Seacoast declares available its sewer utility line to either or both of the Subject Properties, LRD shall disconnect or verify the disconnect of that portion of the Subject Properties that Seacoast wishes to serve from LRD's sewer system, whereupon LRD shall terminate its billing to the Owner(s) of the portions of the Subject Properties which Seacoast wishes to serve. LRD shall charge all Owners connection charges in accordance with LRD's policies and procedures in effect at the time of connection. If any portion of the Subject Properties pays connection charges to LRD, and that portion subsequently is no longer served by LRD but rather is served by Seacoast, then LRD will remit to Seacoast, without interest, any connection charges attributable to that portion of the Subject Properties.

3. **TERM.** The term of this Interlocal Agreement shall continue until _____, 2025. It is recognized by the parties that it is desirable to have a continuous supply of sewer service to the Subject Properties after the initial term hereof. Therefore, if Seacoast is providing sewer services to the Subject Properties (or any portion thereof) at the expiration of any term, then the term of this Agreement shall be automatically extend for successive five (5) year terms unless one party gives written notice to the other y not later than six (6) months before the end of the applicable term of its intention not to renew.

4. **ENTIRE AGREEMENT; AMENDMENT.** This writing embodies the entire Agreement and understanding of the parties hereto. This Agreement supersedes any existing agreements or representations among the parties concerning providing service to the Subject Properties. Other than the agreements specified herein, there are no other understandings or agreements between the parties, whether verbal or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No modification of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This

Agreement shall be governed and construed according to the laws of the State of Florida.
Seacoast may record this Agreement.

5. ASSIGNMENT. The rights and duties created by this Agreement are personal to each party and shall not be assigned by either party to another except upon the express written permission and consent of all other parties to do so; provided however, that such permission and consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2015.

ATTEST:

LOXAHATCHEE RIVER

ENVIRONMENTAL CONTROL DISTRICT

BY: _____

BY: _____

(DISTRICT SEAL)

D. Albrey Arrington, PhD., Executive Director

ATTEST:

SEACOAST UTILITY AUTHORITY

BY: Jermaine Moore

BY: 

~~Rim Bishop, Executive Director~~

Joseph Lo Bello, Chair

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by D. Albrey Arrington, PhD., Executive Director, personally known to me or who produced a Florida Drivers License as identification.

(NOTARY SEAL)

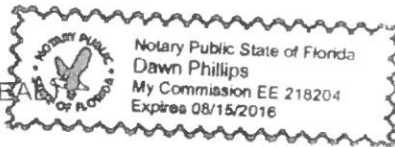
Notary Public

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of April,
2015, by Joseph Lo Bello Chair
~~Rim Bishop, Executive Director~~, personally known to me or who produced a Florida
Drivers License as identification.

(NOTARY SEAL)



Dawn Phillips
Notary Public

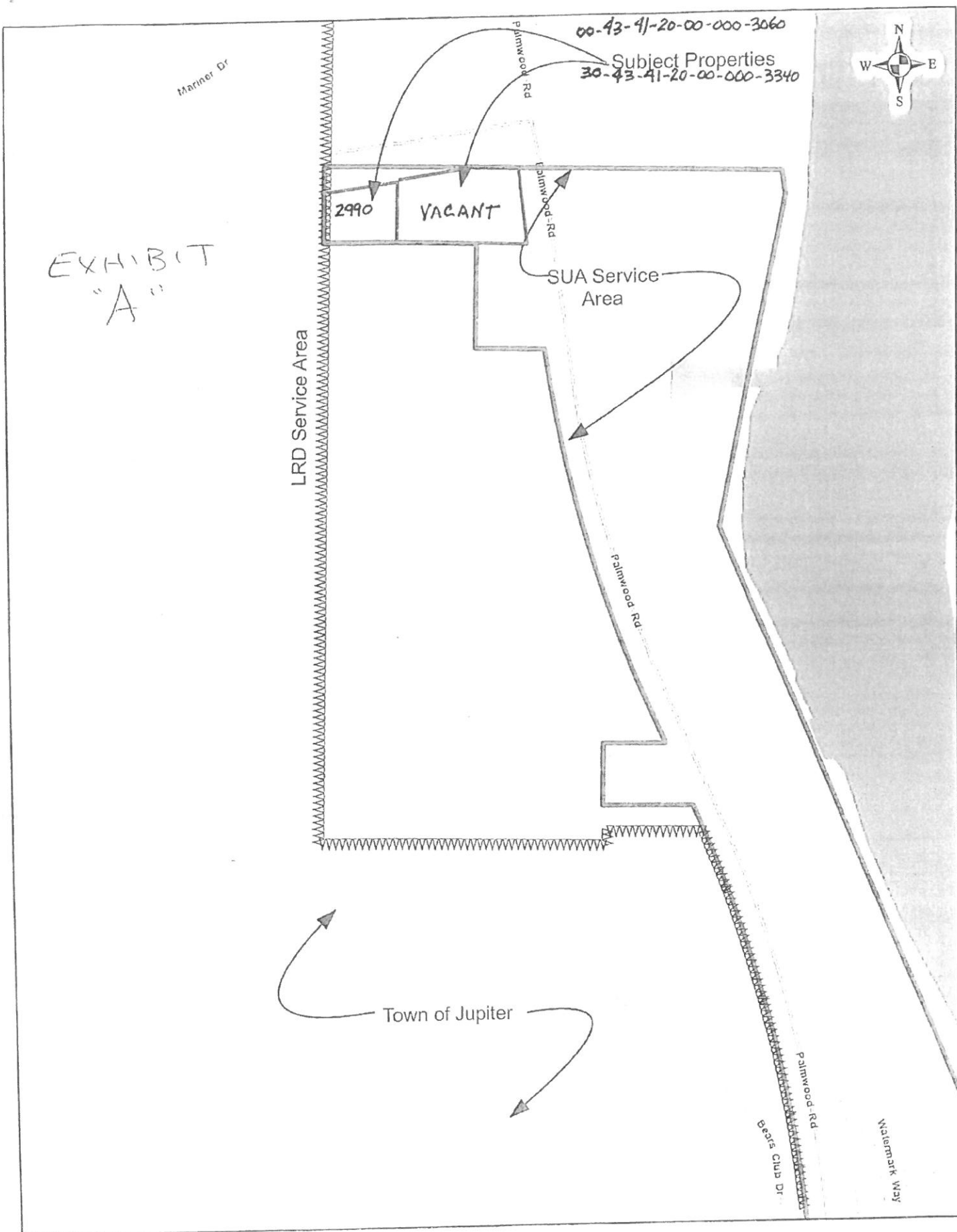


EXHIBIT
"A"

Service Area Exhibit