

A G R E E M E N T

THIS AGREEMENT made and entered into this 17th day of March, 1970 by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation chartered under the laws of the State of Florida, hereinafter referred to as "Town".

W I T N E S S E T H:

WHEREAS, Town is in the process of constructing a water distribution system within its municipal boundaries subject to the successful validation, sale and delivery of bonds to finance same, and

WHEREAS, Town desires to obtain a source of high quality potable water meeting the standards of the Florida State Board of Health in quantities sufficient to meet its present and future needs, and

WHEREAS, County desires to furnish such water to the Town and Town desires to purchase such water from the County,

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

1. The County will, at its expense, extend its sixteen (16) inch water line from its present terminus at Gulf Drive and Cortez on Anna Maria Island south to the north side of Longboat Pass at S. R. 787. Title to this water line shall always remain in County and County shall be responsible for the maintenance of said line.

2. The Town shall construct a water main across Longboat Pass to connect the County water main with the distribution system which the Town shall construct. Title to the water line constructed by the Town shall always remain in the Town and they shall be responsible for its maintenance.

3. It is recognized that in order for County to furnish water at proper pressure to the Town without impairing service to existing customers, that a booster pump station must be constructed upon the mainland side of Sarasota Bay. Said booster pump station shall be designated and constructed by County. Funds for said construction shall be furnished by Town through sale of its bonds. Town shall pay the actual cost to the County for the construction of said booster pump station but in no event is the amount to be paid by the Town to exceed the total sum of One Hundred Thousand Dollars (\$100,000). The Town is to be reimbursed by the County for 100% of the actual cost of the construction of the booster pump station, without interest, by the County's giving the Town a 10% credit on all water bills submitted by the County to the Town commencing with September 1, 1977 and thereafter continuing until the entire cost has been repaid or until the expiration of fifteen (15) years from September 1, 1977 whichever event occurs first.

4. An appropriate sized meter shall be installed by the County at the point of connection on the north side of Longboat Pass. The Town shall pay the County for the actual cost of the meter and for the cost of its installation.

5. Construction by the County and the Town shall be coordinated in such a manner as to insure that water service shall become available to the Town at the earliest practicable date.

6. It is recognized by both parties to this Agreement that the successful validation, sale and delivery of bonds by the Town is a condition precedent to the effectuation of this Agreement and that if the Town shall fail to validate, sell and deliver its bonds within eighteen (18) months from the date of this Agreement then this Agreement shall become null and void.

7. Upon completion of the construction as described herein, the County agrees to sell to the Town and the Town agrees

to purchase from the County all of the treated potable water which the Town shall use for resale to its residents for a term of forty (40) years, commencing with the date when water service is initiated.

8. The initial rate which the County shall charge for its water shall be as follows:

<u>Monthly Consumption (gallons)</u>		<u>Cost per 1000 gallons</u>
0	4,000,000	36¢
4,000,000 -	8,000,000	34¢
8,000,000 -	16,000,000	32¢
All over	16,000,000	30¢

Minimum monthly charge shall be \$3,000.00

Provided, however, the Town shall, during the initial six (6) month period of water service, have the option of purchasing water from the County at the County's regular consumption charge which is now in effect and attached as Exhibit A, without having any obligation to pay a minimum monthly charge.

9. The rate schedule set forth above shall remain in effect for a period of eighteen (18) months from the date that water service is initiated. Thereafter and during the remainder of the term of this Contract, rates may be revised up or down in accordance with sound and equitable rate making principles and after a public hearing is held by the Board of County Commissioners of Manatee County, Florida pursuant to reasonable public notice, provided however the same rate making principles shall be used as with other municipalities.

10. The County guarantees that the water it shall deliver to the Town shall meet all of the requirements concerning quality established by the Florida State Board of Health and shall have a minimum static pressure of 60 psi at the meter.

11. County agrees the water to be supplied under the terms of this Contract will be continuous at all times except that temporary disruption of service at any time caused by an

act of God, fire, strikes, casualties, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrection, riot, or any cause beyond its reasonable control, shall not constitute a breach of this Agreement on the part of the County, and the County shall not be liable to Town or its customers for any damage resulting from such unavoidable disruption of service. County agrees to expeditiously correct any and all disruptions that may occur and restore service within a minimum of time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF LONGBOAT KEY, FLORIDA

By: *Donald Upjohn*

ATTEST:

William M. Hagedorn
Clerk

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: *Lawrence H. Johnson Jr.*
Chairman

ATTEST: M. T. McINNIS
Clerk of Circuit Court

By: *Bruce M. Col*
Deputy Clerk

HAWAII COUNTY UTILITIES SYSTEM
REVISED RATE SCHEDULE
EFFECTIVE September 1, 1969

1. Residential & Commercial Treated Water

A. Minimum Monthly Charge Individually Metered Residential and Commercial

Meter Size	Minimum	Allowance
5/8-3/4"	\$ 5.90	3,000 gals.
1"	12.60	7,000 "
1-1/2"	23.60	12,000 "
2"	37.20	18,000 "
3"	58.40	30,000 "
4"	114.80	60,000 "
6"	199.35	105,000 "
8"	281.10	150,000 "

B. Consumption Charge All Systems

First	20,000 gals.	\$0.80/1000 gals.
Next	80,000 "	.72/1000 "
Next	400,000 "	.65/1000 "
Next	500,000 "	.60/1000 "
Over	1,000,000 "	.54/1000 "

C. Minimum Monthly Charges for Multi-unit Water-Served Customers

1. Water Size	Monthly Service Charge
1/2"	\$ 6.00
1-1/2"	8.00
2"	12.00
3"	20.00
4"	40.00
6"	70.00
8"	100.00

2. Monthly Minimum Charge

Water Service Charge plus \$0.85 per livable unit, with 500-gallon allowance per unit.

D. Installation Charges & Meter Deposits

Water Size	Installation (Eff. 1/1/70)	
	Charge	Meter Deposit
5/8-3/4"	\$ 80.00	\$ 20.00
1"	100.00	50.00
1-1/2"	160.00	75.00
2"	220.00	100.00
3"	Cost + 10%	300.00
4"	Cost + 10%	400.00
6"	Cost + 10%	600.00
8"	Cost + 10%	1,000.00

E. Disconnect, Reconnect & Delinquent Charges

Disconnect	\$10.00
Reconnect	10.00
Service Calls	6.50
Delinquent	10% of bill if not paid within 30 days from date rendered.

F. Unmetered Customers

All unmetered customers will be on a flat rate of \$1.50 per month and there will be no disconnect/reconnect privilege, full 12 month per year billing.

2. Domestic & Commercial Sewer Charges

A. Flat Rate Sewer Charge

Residential - \$5.00 per month per dwelling unit, including flat-rate customers on sewer

Commercial - 50% of total water bill

B. Charge by Size

6" or less - \$70.00

8" or larger - cost plus 10% with minimum charge of \$125.00

3. Industrial Sewer Charge

Minimum Monthly Charge, \$25.00 -

allowance of 10,000 gallons

All over 10,000 gallons, \$0.50 per thousand

4. Industrial and Commercial Treated Water

Charges to be negotiated by special contract.

EXHIBIT "A"