

Summary of Significant Requests for the Latest (2021)

“CDD Amended and Restated Wholesale Wastewater Service Agreement”

2.8. “Excluded Parcels” means the following four parcels of real property: Lake County Parcel Number/Alternate Key 22-20-25-0003-000-00700, 1092515; 21-20-25-0004-000-01901, 1780411; 22-20-25-0003-000-01800, 3355792; and 22-20-25-0003-0000-2300, 3871761.

[THIS REQUEST IS TO EXPAND THE CDD SERVICE AREA, THEREBY EFFECTIVELY REDUCING THE TOWN’S ISBA.]

Section 7.b Wholesale Wastewater User Charges

(b) The initial rate payable by Howey shall be \$37.49 per month per ERU for customers connected to Howey’s Collection Facilities. This rate shall remain in effect for no less than four (4) years running from the effective date of this Agreement unless [...]

[THIS INCREASES THE RATE BY 56% FROM THE CURRENT \$24, WHICH SHOULD REQUIRE A RATE STUDY PER THE CURRENT AGREEMENT.]

SECTION 26. MARINA PROPERTY CONNECTION. Notwithstanding any other provision of this Agreement, the Owner of the Marina Property, the legal description and map depicting the area of which are attached as Exhibit “E” to this Agreement, shall have the right, at the sole cost and expense of the owner of the Marina Property and without becoming a customer of Howey, to connect to Howey’s nearest lift station without payment of any costs or fees to Howey, and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection. The cost and expense, if any, to (i) upsize Howey’s lines or pipes, (ii) repair, replace, or add any lines or pipes, or (iii) repair, replace, or add any other component of Howey’s Collection Facilities so that Howey can accommodate the wastewater from the Marina Property, shall be paid by the owner of the Marina Property. Should the owner of the Marina Property exercise this option, then Howey and the owner of the Marina Property will have their respective engineers work together to memorialize in a separate writing the details of the connection to Howey’s lift station.

[THIS CLAUSE IS NECESSARY (FROM THE CDD’S POINT OF VIEW) DUE TO THE NON-CONTIGUOUS EXCLUSION OF THE MARINA PROPERTY FROM THE TOWN’S ISBA IN A PREVIOUS CDD AGREEMENT. A SUITABLE SOLUTION FOR DELIVERY OF WATER AND WASTEWATER TO THE MARINA WOULD NEED PROPER COORDINATION WITH THE ADJACENT LAKE HILLS/FOUR SEASONS DEVELOPMENT.]

SECTION 27. AMENDMENT OF COUNTY INTERLOCAL AGREEMENT. The CDD intends to seek amendment of the County Interlocal Agreement to include the Excluded Parcels within the area for which the CDD is authorized to provide potable water and wastewater utility services. Howey hereby consents to such amendment, agrees to provide to the County confirmation of such consent if and to the extent such confirmation may be required, and agrees that the CDD shall be the exclusive provider of potable water and wastewater utility services to the Excluded Parcels.

[EXCLUSIVITY IS REQUESTED BY THE CDD TO ALLOW FOR DEFINITIVE PLANNING OF PLANT EXPANSION.]