

Exhibit A

**Residential Sewer Improvement Charge  
Installment Payment Agreement**

This Residential Sewer Improvement Charge Installment Payment Agreement ("Agreement"), made and entered into by and between \_\_\_\_\_, (collectively "Owner") the owner(s) of property located at \_\_\_\_\_, ("Premises") and Martin County, a political subdivision of the State of Florida, 2401 SE Monterey Rd., Stuart, Florida 34996 ("County").

**RECITALS**

**WHEREAS**, the County has developed the Connect to Protect Grinder System Program to improve availability of sewer connections throughout the Martin County Utilities Service Area ("Program"); and

**WHEREAS**, the Program provides for coordination between Solar and Energy Loan Fund of St. Lucie County, Inc., a Florida not-for-profit corporation and certified Community Development Financial Institution ("SELF") and owners of residential properties for installment payments for the cost to provide residential sewer service, including the capital facility charge and service availability charge. The payment of these fees shall occur over a period of ten (10) years or 120 months. The fees are to be paid each month in the amount of eighty-five dollars (\$85) per month until such deferred charges are paid in full; and

**WHEREAS**, the Owner desires to take advantage of the provisions of the Connect to Protect Grinder System Program and requests that the County collect the installment payments on the monthly utility bill and remit payment to SELF; and

**WHEREAS**, the parties hereto represent and warrant to each other that this Agreement is valid and binding upon each other.

**NOW THEREFORE**, the parties hereto agree as follows:

**Section 1. RECITALS.** That the recitals stated herein are true and accurate and are part of this Agreement.

**Section 2. INSTALLMENT PAYMENTS.**

- A. For value received, the undersigned Owner jointly and severally promises to pay Martin County, at such place the County may designate, the principal sum of Eighty-five Dollars (\$85.00) per month for one-hundred and twenty (120) months from the date of this Agreement ("Installment Payment").
- B. The Installment Payment shall be shown on Owner's monthly utility bill from the County and shall be in addition to the monthly utility usage bill charged to the Premises. All sewer service capital facility and service availability fees and usage charges shall be considered utility service charges.
- C. The County will remit to SELF the Installment Payments paid by Owner in accordance with the terms of the separate Agreement between the County and SELF.

**Section 3. DEFAULT.** Non-payment of any Installment Payment and usage charge when due under this Agreement will be considered a default. If Owner's default continues past late and delinquent notices, resulting in interruption in service, the County shall terminate this Agreement and Owner shall pay all remaining Installment Payments directly to SELF. All Installment Payments and usage charges previously billed must be paid in full to reinstate service.

**Section 4. ADDITIONAL TERMS AND CONDITIONS.**

- A. No waiver of a breach of any of the covenants in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.
- B. The Owner shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and local governments and any and all of their departments and bureaus applicable to the Premises.
- C. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

**Section 5. AUTHORIZATION.** The undersigned represents and affirms under penalty of perjury that he or she is duly authorized to execute this Agreement.

**IN WITNESS THEREOF,** the parties hereto have executed this Residential Sewer Improvement Charge Installment Payment Agreement on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

MARTIN COUNTY

\_\_\_\_\_  
Samuel Amerson, Utilities and Solid  
Waste Department Director

Owner:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing Residential Sewer Improvement Charge Installment Payment Agreement was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ and \_\_\_\_\_, as Owner of the Premises,  who are personally known to me or  who have produced \_\_\_\_\_ as identification and he did not take an oath.

Seal:

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_