

**WATER SUPPLY, RECLAIMED WATER SUPPLY, AND WASTEWATER
TREATMENT SERVICE AGREEMENT**
(Revised 9/29/2022; MHG)

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY," and

_____,
a corporation authorized to conduct business within the State of Florida, whose principal address is _____,

_____ hereinafter referred to as the "DEVELOPER."

W I T N E S S E T H

WHEREAS, the DEVELOPER is presently proceeding with the planning and construction of a development within the COUNTY or contemplating the development of certain real property in the COUNTY; and,

WHEREAS, the COUNTY and the DEVELOPER are desirous of entering into an agreement to provide for the provision of central water supply, reclaimed water supply, and wastewater treatment services to the development; and,

WHEREAS, the COUNTY is willing to provide potable water, reclaimed water, and sanitary sewer service to the development or property known as _____,
as more specifically described in Exhibit A and hereinafter referred to as the "Property"; and,

WHEREAS, it is necessary and in the public interest for the orderly development of the project for the Property to be provided water, reclaimed water, and wastewater services from the COUNTY through a utility service agreement with the DEVELOPER.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this agreement, and of the mutual covenants and conditions set forth in this agreement, the COUNTY and the DEVELOPER intending to be legally bound thereby, agree as follows:

I. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

II. SCOPE OF PROJECT

The project shall consist of the provision of potable water, reclaimed water, and wastewater services by the COUNTY to the Property. The operation, design, and construction of the COUNTY'S water production, reclaimed water, and wastewater treatment facilities shall be accomplished in such a manner so as to adequately meet the service demands of the development. The DEVELOPER intends to construct, or contemplates the construction of, approximately _____ units at a rate of no more than _____ units per year.

The subsequent expansions of the COUNTY'S water, reclaimed water, and wastewater treatment facilities shall be scheduled to correspond with the projected needs of the development and other developments in the area, as more specifically set forth herein. Additionally, the COUNTY shall provide reclaimed water service for irrigational purposes or other acceptable land disposal purposes as approved by the COUNTY and appropriate regulatory agencies as further provided herein.

III. OBLIGATIONS RELATING TO POTABLE WATER

1. Service Commitment Fees. The COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, potable water services, subject to the conditions and limitations set forth herein, for the Property; provided, however, that such services shall only be provided after payment by the DEVELOPER of service commitment fees for the proposed units requiring service. The service commitment fee is a nonrefundable payment equal to 100 percent of the water impact fee in existence for the development or the project at the time the service commitment is issued. Payment of the service commitment fee does not entitle the connection to the water system of the units within the development for which commitment is received without paying impact fees in existence at the time of the required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied toward the impact fee payment required, and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of the required payment.

2. Connections to the Water System. The DEVELOPER shall be responsible for constructing and connecting its potable water distribution facilities for the development to the COUNTY'S existing potable water system at a location approved by the COUNTY'S Utilities Services Branch. However, the COUNTY agrees to pay for any oversizing of the water system requested by the COUNTY in accordance with the terms and conditions of this agreement.

Each premise or parcel within the development will be provided with individual meter service connections. Any single-family attached units, multifamily units, townhouses, condominiums, and commercial-type project-sites will be considered as a single parcel and will be master metered with account billing provided to the project property owner, homeowner association, condominium association, merchants' association, or other legal entity responsible for common area services.

3. Charges for Water Services. The DEVELOPER and its successors in interest agree to pay the COUNTY for potable water services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations. Water services shall include those day-to-day operations and maintenance activities provided by the COUNTY to supply, pump, transmit, and distribute water for potable supply and fire protection, in accordance with local, State, and Federal regulations. In addition, the DEVELOPER and its successors in interest agree to pay all inspection fees, service connection costs, user charges, impact fees, security deposits, and meter installation charges established by the Board of County Commissioners for the provision of such potable water services.

4. Water Rights and Water Use Permits. In consideration of Pasco County's agreement to provide potable water service to the Property, the DEVELOPER and its successors and assigns agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the DEVELOPER, regardless of the permitted use, shall transfer to Pasco County any and all Water Use Permits or water use rights the DEVELOPER may have to use or consume surface or ground water within Pasco County.

b. Prior to the DEVELOPER releasing, transferring, or selling any water or Water Use Permits or water use rights, the DEVELOPER shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

IV. OBLIGATIONS RELATING TO WASTEWATER SERVICE

1. Service Commitment Fees. The COUNTY hereby agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, wastewater treatment services, subject to the conditions and limitations set forth herein, for the Property; provided, however, that such services shall only be provided after payment by the DEVELOPER of service commitment fees for the proposed units requiring service. The service commitment fee is a nonrefundable payment equal to 100 percent of the wastewater impact fee in existence for the development or the project at the time the service commitment is issued. Payment of the service commitment fee does not entitle the connection to the wastewater system of the units within the development for which the commitment is received without paying impact fees in existence at the time of required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied towards the impact fee payment required and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of required payment.

2. Connections to Wastewater System. The DEVELOPER shall be responsible for constructing its wastewater collection systems, along with any force mains, and pump stations as necessary to connect to the COUNTY'S existing wastewater system at a location approved by the COUNTY'S Utilities Services Branch. However, the COUNTY agrees to pay for any oversizing of the wastewater system requested by the COUNTY in accordance with the terms and conditions of this agreement.

3. Charges for Wastewater Treatment Services. The DEVELOPER and its successors in interest agree to pay the COUNTY for wastewater treatment services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations. Wastewater treatment services shall include those day-to-day operations and maintenance activities provided by the COUNTY to collect, treat, and properly dispose of wastewater in accordance with applicable local, State, and Federal regulations. In addition, the DEVELOPER and its successors in interest agree to pay all inspection fees, service connection costs, user charges, impact fees, security deposits, and sewer lateral installation

charges established by the Board of County Commissioners for the provision of such wastewater treatment services.

V. OBLIGATIONS RELATING TO RECLAIMED WATER SERVICES

1. Reclaimed Water Services. The COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, reclaimed water services for the Property. Reclaimed water from the COUNTY'S reuse system may only be utilized as required herein for irrigating, using methods and application rates deemed acceptable by the COUNTY, the Florida Department of Environmental Protection (FDEP), and Southwest Florida Water Management District, or for such other use approved by the County and authorized by applicable FDEP rules. The obligation to provide such reclaimed water service is specifically subject to the provisions set forth herein, including the permit requirements of the FDEP. The COUNTY hereby agrees to provide reclaimed water services of sufficient capacity subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided after payment by the DEVELOPER of service commitment fees. The commitment fee shall be a nonrefundable fee equal to 100 percent of the reclaimed water impact fee, if any, at the time the commitment is issued and the fee so paid shall be applied to the impact fee, if any, in existence at the time of the required payment as established by the Board of County Commissioners. The DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of required payment.

2. Connection to the Reuse System. The DEVELOPER agrees to connect its reclaimed water distribution facilities for the development to the COUNTY'S existing reuse system and the locations of such connections shall be approved by the COUNTY'S Utilities Services Branch.

3. Charges for Reclaimed Water Services. The DEVELOPER and its successors in interest agree to pay the COUNTY for reclaimed water services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations. In addition, the DEVELOPER and its successors in interest agree to pay all development connection, impact fees, and meter installation charges established by the Board of County Commissioners for the provision of such reclaimed water services.

4. Availability of Reclaimed Water Services. The DEVELOPER and its successors in interest agree that the installation of reclaimed water systems within the development and adjacent to or near properties and premises, does not mean that service connections are available to every location. The COUNTY Utilities Services Branch shall have the exclusive right to determine availability to each and every location and service connection within the development.

5. Right to Interrupt Reclaimed Water Service. The DEVELOPER and its successors in interest agree that consistent with the provisions of the COUNTY'S utility regulations, reclaimed water service is not guaranteed and the COUNTY may deem it necessary from time to time to limit use of reclaimed water service within the development. Limitation of service may be at each residential unit's point of connection to the reuse

system or by control of large sections or areas of service within the development. The COUNTY reserves the right to temporarily discontinue service at its sole option, to any or all areas of the development as deemed necessary by the Utilities Services Branch. Furthermore, the Utilities Services Branch reserves the right to establish reclaimed water supply schedules which the DEVELOPER and its successors in interest shall be required to fully comply. Reclaimed water service will not be unreasonably interrupted or limited by the COUNTY.

VI. OBLIGATIONS RELATIVE TO WATER, RECLAIMED WATER, AND WASTEWATER SERVICES

1. Within the development or property, the DEVELOPER will reserve, or otherwise obtain, all necessary easement and permits, construct and install all lines necessary to provide the development with potable water, reclaimed water, and sanitary sewer service as provided for in a County-approved Master Utility Plan, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials. Installation of lines within the development or property shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction. Reclaimed water service will not be unreasonably interrupted or limited by the COUNTY.

2. The DEVELOPER shall construct and install all lines necessary to tie into the COUNTY'S existing water, reclaimed water, and wastewater facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction. These facilities shall be located in existing COUNTY easements or rights-of-way or in easements or rights-of-way acquired by the DEVELOPER. The right of the DEVELOPER to construct facilities in COUNTY easements or rights-of-way shall not be unreasonably withheld by the COUNTY.

3. Upon completion of the lines and other facilities constructed for provision of water, reclaimed water, and wastewater service to the development by the DEVELOPER, the lines shall be inspected by the COUNTY and certified by the DEVELOPER'S engineers. Upon determination by the COUNTY that the lines have been properly installed by the DEVELOPER in accordance with approved plans and specifications, potable water, reclaimed water, and sanitary sewer service will be provided to the lines, provided the DEVELOPER has performed and fulfilled all its obligations imposed upon the DEVELOPER under the terms of this agreement, relevant laws, rules, regulations, and ordinances.

4. It is agreed that, at such time as the lines constructed for provision of service to the developments, or any portion thereof, are connected to and become a part of the COUNTY'S water, reclaimed water, and sewer system, all such lines and all permits, engineering drawings, and other property owned by the DEVELOPER, in connection therewith, shall henceforth be deemed to be owned by the COUNTY, and title and ownership shall automatically vest in the COUNTY without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the COUNTY shall have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the parties, that at such time as the lines, or any part or portion thereof, are used to provide potable water, reclaimed

water, and sanitary sewer service to the development, such lines shall be deemed to be owned by the COUNTY in their entirety as fully and completely as if installed and paid for by the COUNTY, except that the DEVELOPER and its successors and/or assigns reserve the right to use these lines for the purpose set forth in this agreement. The DEVELOPER shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances.

5. After ownership and title to any portion of the lines within the development are vested in the COUNTY as set forth above, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the COUNTY, provided that the COUNTY shall not, by this agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, the DEVELOPER letter of credit, or other guarantee of performance regarding such lines which has been provided the COUNTY in accordance with the requirements of its subdivision or other applicable development ordinance. Furthermore, the DEVELOPER agrees to post a one (1) year maintenance bond in an amount of fifteen (15) percent of the total cost of all utility improvements. It is further agreed that the DEVELOPER shall assign to the COUNTY, for the use and benefit of the COUNTY and its successors and assigns, each and every construction warranty obtained by the DEVELOPER in connection with the installation of the lines and facilities.

6. The DEVELOPER and its successors in interest agree that they shall not directly or indirectly engage in the operation of potable water, reclaimed water, or sanitary sewer services within or serving the development or property.

7. At the sole option and request of the COUNTY, the DEVELOPER shall increase the capacity or size of potable water, reclaimed water, or wastewater lines beyond the capacity or size required for provision of service to the developments. The COUNTY shall reimburse the DEVELOPER by cash payment in an amount equal to the cost to the DEVELOPER for providing the required excess capacity. The cost of the excess capacity shall be determined by the DEVELOPER securing at least three (3) competitive bids for construction of the facilities to be oversized. Bid prices shall be obtained as alternates for lines sized to serve only the requirements of the development and for lines of the size requested by the COUNTY. The credit due the DEVELOPER shall be determined by the difference in cost between the lowest responsible competitive bids for the development required lines and for the oversized lines. However, prior to receiving any payment for oversizing facilities, the DEVELOPER must receive approval of the lowest and best bids from the COUNTY. Reimbursement by the COUNTY shall be based upon paid invoices submitted by the DEVELOPER which depict the cost of the work performed in connection with the oversizing request and other documentation and certifications as outlined in Exhibit B.

8. As partial consideration for the COUNTY'S maintenance of utility lines within easement areas or license areas located in or adjacent to private streets within the development, the DEVELOPER and its

successor and assigns agree to provide for all restoration and/or repair of the sidewalks, private streets, and related improvements made necessary as a result of the COUNTY'S maintenance of the utility service lines. The DEVELOPER agrees that a mandatory homeowners' association shall be formed for the development and the association documents shall specifically provide for this repair and replacement obligation. Such documents shall include specific deed restriction notice of such restorations and/or repairs being the responsibility of the homeowners' association and the documents shall further acknowledge that the COUNTY will not be responsible for the repair of any private streets, sidewalks, or common areas as a result of its utility maintenance obligations hereunder.

9. In the event that the DEVELOPER, at its expense, constructs interim potable water or wastewater treatment facilities to serve the development or property, the DEVELOPER agrees that any and all related construction costs, including design, permitting, and certification costs, will not be eligible for any cash reimbursement from the COUNTY nor any commitment fee or impact fee credits, and DEVELOPER agrees that such facilities shall only be temporary; i.e., utilized only until service is available from the COUNTY.

VII. CONDITIONS PRECEDENT

1. Obligations of the COUNTY to provide wastewater and reclaimed water services as set forth herein shall be subject to all requirements imposed upon the COUNTY'S system by law and the following condition precedent:

a. The issuance of all required permits by the Florida Department of Environmental Protection and other regulatory agencies having jurisdiction.

b. The ability of the DEVELOPER to accept its treated effluent from the subregional plant in the form of reclaimed water.

2. The obligation of the COUNTY to provide potable water service as set forth herein shall be subject to the issuance of all required permits by the Southwest Florida Water Management District.

VIII. MISCELLANEOUS

1. Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

COUNTY: Utilities Services Branch
Utilities Administration Building
19420 Central Boulevard
Land O' Lakes, FL 34637

DEVELOPER: _____

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

2. Covenants and agreements contained herein, including any approved Master Utility Plans, shall run with the lands of the Property, as more specifically described in Exhibit A, and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. As to the specific rights to connect the development or property to the systems of the COUNTY and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by the DEVELOPER, either through specifically assigning such rights and responsibilities in connection with any sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

3. This agreement shall be subject to the requirements of the COUNTY'S Code of Ordinances, Chapter 110, and the same are incorporated herein by reference. In the event of any conflict between the terms of this agreement and the provisions of the ordinances, the provisions of the ordinances shall control.

4. In the event the COUNTY'S performance of this agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government, except the COUNTY, or public or governmental authority or commission or board or agency or agent or official or officer, or judgment or a restraining order or injunction of any court, the COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

5. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, successors, and assigns of the parties.

6. If the District School Board of Pasco County installs off-site lines and equipment for any school with the Property, the DEVELOPER shall reimburse the District School Board of Pasco County any costs it incurs for utilities over and above its proportionate share required for the minimum utilities required by Chapter 110 to serve the school. The District School Board of Pasco County shall be a third-party beneficiary to this provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on the date noted below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

CHAIRMAN

Date: _____

(SEAL)

Company Name

ATTEST:

BY: _____

Print name

Its _____
Title

EXHIBIT A

FOR

(Insert Project Name)

PROJECT DESCRIPTION AND DATE:

Commission District: _____

Developer's Name/Address: _____

Telephone No.: _____

Federal ID No.: _____

Project Location (Description by Local Roads and Community Area): _____

Property Owner(s): _____

Project Property-Parcel ID No(s): _____

Project Acreage: _____

Land Use Classification: _____

Zoning District: _____

Number and Type of Building Units: _____

Water Service Demand (gpd*): _____

Sewer Service Demand (gpd*): _____

* gpd = gallons per day

SKETCH AND PROPERTY LEGAL DESCRIPTION:

(Attach a legal size boundary survey of the property and include the legal description on a separate legal size page.)

EXHIBIT B

Prior to the reimbursement of fees that is to be paid to the developer per conditions as set forth herein, the below items shall be submitted to Pasco County Utilities as a complete package for verification of reimbursement that is to be paid:

1. Minimum of three (3) bids certified by the developer's Engineer of Record.
2. Certified bid tabulation sheet which reflects the difference in cost between the two (2) lower bids on a unit basis and costs for any oversizing showing pipe diameters and separate unit prices.
3. Certification by the Engineer of Record for project completion on appropriate State Department of Environmental Protection (FDEP) forms and acceptance letter from FDEP and/or Pasco County.
4. Copies of all inspection reports, bacteriological analyses, and chemical analysis.
5. A one (1) year maintenance bond or letter of credit from the developer as required by ordinance for all on-site and off-site water, wastewater, and reclaimed water systems constructed by the developer.
6. Two (2) sealed, blue-line as-builts and one (1) set of as-built mylars.
7. Transfer of all regulatory permits to Pasco County, if appropriate.
8. Paid invoices which depict the cost of the work performed in connection with the oversizing agreement.
9. Waivers of lien signed by contractor for all work performed in connection with the oversizing request, and which states the amount of the payment covered by the lien waiver.
10. Copies of canceled payment checks, front and rear, corresponding to the work covered by the oversizing agreement.
11. If the construction will be provided from the developer's own resources, then a Memorandum of Understanding (MOU) must be written and signed, delineating what documentation will be required. In the absence of any such MOU, then it will be assumed that the developer did not provide the services from his own resources, and the documentation will be required as outlined in Items 1-10 above.