

No. 30  
B.C.C. 2-21-95  
6:30 P.M. - Bubin

2/21/95 cc- Bob  
Dave  
M. Milford  
J. Nelson

#30 AGREEMENT WITH THE CITY OF PINELLAS PARK FOR RECLAIMED WATER SERVICE - APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended approval of an agreement with the City of Pinellas Park for reclaimed water service.

In his memorandum of February 15, 1995, Mr. Marquis indicated, in part, that the City will receive up to 5.7 million gallons per day (mgd) of reclaimed water which will benefit the County by saving an estimated 1.5 mgd of potable water supply capacity, thereby increasing the supply of potable water at less expense than would be incurred by developing new sources; that because of the cost savings, Pinellas County Utilities is agreeing to grant the City \$1,500,000.00 as a Contribution-in-Aid-of-Construction pursuant to the program approved by the Board on January 10, 1995, and is further agreeing to reimburse the City in the amount of \$16,600.00 for the redesign of its reclaimed water system as requested by the County in order to ensure the availability of the reclaimed water to a substantial number of users; that the City of Pinellas Park will pay the wholesale rate for reclaimed water as established by the Board; and that the agreement is for a period of 30 years with option of extension by mutual agreement of both parties.

No. 30 (cont'd)  
B.C.C. 2-21-95  
6:30 P.M. - Bubin

Upon queries by Commissioner Stewart, Mr. Marquis explained that the wholesale rate for reclaimed water has not yet been set; that the City has agreed to pay whatever rate is established by the Board; and that a wholesale rate is determined by a series of calculations based upon the County's cost of providing reclaimed water to the City. Mr. Talley added that a consultant study should be completed in approximately three weeks; and that the matter of establishing a wholesale rate could be brought to the Board within six weeks.

During discussion and in response to questions by Commissioner Rainey, Director of Utilities Pick Talley advised that although 25 mgd of reclaimed water is currently not being utilized, at the time the reclaimed water project is complete there will be no surplus "and we anticipate demand for more than we have"; and that deep well injection will continue until the project is completed in 1999. Responding to queries by Commissioner Stewart and Chairman Seibert, Mr. Talley related that use of reclaimed water could increase the potable water supply capacity by 20% to 35%, depending on the types of neighborhoods which are being served; that wet weather reduces the demand for irrigation and creates a surplus of reclaimed water; that staff hopes to augment the reclaimed system with non-potable water from

No. 30 (cont'd)  
B.C.C. 2-21-95  
6:30 P.M. - Bubin

local wells in order to increase year-round usage and "be able to use our effluent during wet weather"; that although "our target is to have no discharge," discharge may be necessary during periods of heavy rains, at which time staff plans to implement Advanced Waste Treatment (AWT) which provides for discharge into the surface water without negatively impacting the environment; that the storage ponds at the north-county plant hold approximately 22 million gallons, but the plant generates only five mgd of reclaimed water; that storage space is not available at the mid-county plant; and that developing 75 mgd of storage space is not feasible inasmuch as the cost of constructing a five-million gallon storage tank is approximately \$5 million.

Commissioner Rainey moved, seconded by Commissioner Tyndall and carried, that the recommendation of the County Administrator be approved.



## AGREEMENT

THIS AGREEMENT, made and entered into as of the 9th day of February, 1995, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Council, hereinafter referred to as "CITY".

### WITNESSETH:

WHEREAS, COUNTY and CITY mutually desire to contract for the sale and purchase of reclaimed water to serve customers within CITY's reclaimed water service area; and

WHEREAS, CITY, to insure an adequate supply of reclaimed water for distribution to its citizens, desires to purchase from COUNTY a supply of reclaimed water which COUNTY must dispose of and is able to furnish from and through its reclaimed water supply transmission system; and

WHEREAS, CITY, has or will commit to installing and maintaining a reclaimed water distribution system in reliance upon COUNTY's agreement to provide reclaimed water to the CITY for distribution within the CITY's service area.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. During the term of this agreement, COUNTY agrees to make



available to CITY a minimum of 5.7 million gallons per day (hereinafter "MGD"), or such quantity as modified per paragraph 20 herein, annual average daily flow of reclaimed water for its use and for redistribution within CITY's Reclaimed Water Service Area, as shown and described on Exhibit 1 attached hereto and incorporated herein by reference. CITY agrees to utilize progressively increasing volumes of reclaimed water up to the amounts described in the schedule below. CITY agrees to pay only for the actual volume of reclaimed water used by CITY and quantified as described in Section 14 of this agreement.

<u>VOLUME (ANNUAL) AVERAGE DAILY FLOW)</u>	<u>CALENDAR YEAR ENDING</u>
.2 MGD	December 31, 1997
.6 MGD	December 31, 1998
1.0 MGD	December 31, 1999
1.7 MGD	December 31, 2000
2.4 MGD	December 31, 2001
3.0 MGD	December 31, 2002
4.0 MGD	December 31, 2003
4.7 MGD	December 31, 2004
5.2 MGD	December 31, 2005
5.5 MGD	December 31, 2006
5.7 MGD	December 31, 2007

During the calendar year ending December 31, 2007, CITY agrees to utilize a minimum of 5.7 MGD average daily flow of reclaimed water from COUNTY for CITY's use and for distribution within its Reclaimed Water Service Area, and will use its best efforts to maintain that level during each remaining year of this agreement.

This minimum utilization commitment of 5.7 MGD by calendar year ending December 31, 2007 is imposed herein for purposes of calculating the COUNTY's Contribution-in-Aid of Construction and any reimbursement thereof by the CITY, pursuant to the provisions

of paragraph 20 of this agreement. This minimum utilization commitment by the CITY for calendar year 2007 is based on an annual average daily flow, determined by dividing the total amount utilized in the calendar year by 365. On or before March 1 of each year, CITY will notify COUNTY of CITY's projected reclaimed water requirement by month for the forthcoming calendar year.

2. CITY shall have the exclusive right to distribute and make available reclaimed water service to the customers within its Reclaimed Water Service Area, as described in Exhibit 1, which service area is recognized by COUNTY as CITY's Reclaimed Water Service area, and shall purchase from COUNTY all reclaimed water required to service the customers within the designated area, except as otherwise stated herein.

3. COUNTY and CITY recognize two points of service to CITY's Reclaimed Water Service Area: a) Belcher Road at 74th Avenue, and b) 58th Avenue at 62nd Street. CITY will, at its expense, connect to COUNTY's transmission line at these points of connection.

4. CITY shall have a state approved cross-connection control program prior to delivery of reclaimed water by COUNTY to CITY. The program should be patterned after state and county Cross-Connection Control Ordinances and Regulations. In all premises, lots, parcels or properties where a reclaimed water service line, tap or valve is provided, CITY shall require that the public potable water supply be protected by an approved backflow prevention device installed within the potable water service to the lot, parcel or property.

5. The quantity of reclaimed water delivered to CITY shall be quantified by a measuring device(s) of standard make and sufficient size, selected and maintained by COUNTY. The measuring device(s) may be equipped with an indicating and recording register and a transmitter for telemetering remote readout. CITY will purchase and install the flow measuring devices to COUNTY specifications and pay for all costs of installation. In the event future relocation is required, CITY shall pay for all relocation costs. CITY shall pay a reasonable monthly service charge for the cost of maintenance and replacement of the flow measuring devices. COUNTY agrees to maintain all measuring devices in proper condition to accurately measure the reclaimed water supplied to CITY. CITY shall have the right to take readings from the measuring device(s) at any time and to inspect same at any time upon reasonable notice to the COUNTY. CITY may also install and maintain additional measuring devices, at its expense, so long as the same do not interfere with the operation of the measuring devices maintained by the COUNTY.

6. Ownership of the flow measuring devices will remain with CITY. CITY will not change, alter, add to or take away any part of any flow measuring device (except any additional devices installed and maintained by CITY), without prior written approval of COUNTY. COUNTY may, at its expense, install and retain ownership of the telemetering equipment and lines at the metering site from the measuring devices to the points of readout.

7. To assure accuracy, the flow measuring devices shall be



tested routinely by COUNTY. At any time, should any question arise as to the accuracy of any flow measuring device, CITY may require any or all of the flow measuring devices to be tested. Should the tests show the flow measuring device to be registering within an accuracy of two and one-half ( $2\frac{1}{2}\%$ ) percent, CITY shall bear all the expense incurred in the testing. If the tests show the flow measuring device not to be registering within two and one-half ( $2\frac{1}{2}\%$ ) percent accuracy, then the COUNTY will pay all the expenses incurred in the testing and will immediately repair and/or calibrate the flow measuring device. For any meter found inaccurate, COUNTY will adjust the previous month's bill to reflect the results of the test.

8. COUNTY agrees that the supply of reclaimed water to be delivered hereunder shall be at all times continuous, except that the temporary cessation of delivery of reclaimed water at any time caused by an Act of God, fires, strikes, casualties, accidents involving the machinery, necessary maintenance work, breakdowns of or damage to the machinery, pumps or pipelines, civil or military authority, insurrection, riot or any other cause beyond the reasonable control of COUNTY shall not constitute a breach of this agreement on the part of COUNTY, and COUNTY shall not in such case be liable to the CITY for any damage resulting from such unavoidable cessation of delivery. If such repairs or abnormal operating conditions require an extended period of time for correction, the COUNTY agrees to notify the CITY, in advance if possible, of the discontinuance of service and the schedule for

restoration of service. If such repairs or abnormal operating conditions adversely affect the CITY's ability to purchase 5.7 MGD of reclaimed water during the calendar year 2007, then the CITY's pro rata reimbursement of the COUNTY's Contribution-in-Aid of Construction, if any, pursuant to the provisions of paragraph 20 of this agreement, shall be reduced or eliminated in proportion to the COUNTY's inability to provide CITY with an average daily flow of 5.7 MGD.

9. It is recognized by both parties hereto that COUNTY intends to supply reclaimed water to other municipalities on a wholesale basis, and also to many retail users, and it is agreed that at any time when the total demand for reclaimed water by all of the users, including the CITY, exceeds the capacity of COUNTY'S reclaimed water supply and distribution system, both wholesale and retail customers will receive equal priority for the supply of reclaimed water; and in such event, the inability of COUNTY to supply either the wholesale or retail customers' full requirements and needs shall not constitute a breach of this agreement on the part of the COUNTY. In the event total demand exceeds system capacity and the same adversely affects the CITY's ability to purchase 5.7 MGD of reclaimed water during the calendar year 2007, then the CITY's pro rata reimbursement of the COUNTY's Contribution-in-Aid of Construction, if any, pursuant to the provisions of paragraph 20 of this agreement, shall be reduced or eliminated in proportion to COUNTY's inability to provide CITY with an average daily flow of 5.7 MGD.

In addition to the 5.7 MGD of reclaimed water that the COUNTY agrees to furnish to the CITY pursuant to the terms hereof, the CITY shall also have a right of first refusal to purchase additional reclaimed water to the extent available, the total amount of which shall not exceed that amount of sewage that CITY sends to COUNTY for treatment and/or disposal, unless additional reclaimed water is available. Said right of first refusal shall be triggered by CITY's written notice to COUNTY of its desire to purchase additional reclaimed water, which COUNTY shall provide to CITY to the extent available. In any event, an increase in COUNTY's minimum supply obligations pursuant hereto shall be only by contractual amendment to this agreement.

10. CITY agrees that should the Director of Pinellas County Utilities declare a temporary abnormal operating condition to exist in the supply of reclaimed water, the Director shall have the right and authority to allocate or prorate the reclaimed water supply to the CITY based upon existing needs of the system, past and present demands on the system by CITY, and all other reasonable circumstances then existing at the time of the temporary abnormal operating condition. CITY agrees to follow all temporary measures reasonably required by the Director of Pinellas County Utilities immediately upon written notification, which notification will be provided to the CITY as soon as possible, in order that both retail and wholesale customers obtain their proportionate share of available reclaimed water. In the event a temporary abnormal operating condition in the COUNTY's system adversely affects the



CITY's ability to purchase 5.7 MGD of reclaimed water during calendar year ending 2007, then the CITY's pro rata reimbursement of the COUNTY's Contribution-in-Aid of Construction, if any, pursuant to the provisions of paragraph 20 of this agreement, shall be reduced or eliminated in proportion to the COUNTY's inability to provide CITY with an average daily flow of 5.7 MGD.

11. In the event that COUNTY is unable to furnish the amount of reclaimed water CITY needs to supply its service area, CITY shall be entitled to purchase reclaimed water from other sources to serve its customers until such time as COUNTY can again meet CITY's reclaimed water needs. Any amounts of reclaimed water purchased from other sources in the year 2007 pursuant to this paragraph shall be counted towards the 5.7 MGD of reclaimed water that the CITY is to utilize during calendar year ending 2007, for purposes of determining the CITY's pro rata reimbursement, if any, of the COUNTY's Contribution-in-Aid of Construction pursuant to paragraph 20 of this agreement.

12. COUNTY shall use its best efforts at all times to insure that the quality of the reclaimed water to be provided by the COUNTY to the CITY under this agreement shall meet or exceed the requirements of the Florida Department of Environmental Protection or any other applicable state or federal requirements or standards, as may be applicable to reclaimed water quality subsequent to execution of this agreement, and COUNTY shall promptly correct any violations thereof.

13. Should the COUNTY determine that the reclaimed water

being furnished to the CITY may not comply with state or federal regulations for the use of reclaimed water, COUNTY will, within two (2) hours of making such determination, notify the City Manager or CITY's Public Works Administrator, in writing, that such condition might exist. COUNTY shall immediately use its best efforts to correct the cause of such non-compliance, and shall immediately take all necessary precautions and measures to correct the non-compliance condition.

14. COUNTY will bill the CITY for the reclaimed water used on a monthly basis. Each month the COUNTY will read and record the reading on the register of each of the flow measuring devices maintained by the COUNTY and compute the volume of reclaimed water that has been quantified by said measuring devices during the month. CITY will, within thirty (30) days from receipt of the invoice, make payment to COUNTY. Failure of CITY to pay when due any accurate invoice properly billed under the terms of this agreement shall constitute a default under this agreement. In that event, the COUNTY shall provide written notice to the CITY of such default. CITY shall have thirty (30) days in which to cure the default, or such longer time as the parties may mutually agree.

15. CITY will be billed for reclaimed water at the wholesale rate established by the Board of County Commissioners. The wholesale rate shall be based on CITY's pro rata share of the reasonable revenue requirements of the COUNTY's reclaimed water production, storage and transmission facilities to include only those reasonable transmission and operation and maintenance costs

that are required to supply reclaimed water to the CITY. The said wholesale rate may be revised at any time by the Board as necessary to meet said revenue requirements. Written notice of not less than thirty (30) days shall be given to the CITY before any proposed wholesale rate increase is to be considered for adoption by the County Commission. Increased wholesale rates shall not be effective until at least one (1) complete billing cycle after adoption by the County Commission. The following factors are the factors to be used in determining the wholesale rate:

- A. Initial Capital Construction Costs.
- B. Operations, maintenance, renewal, replacement and administrative costs, monitoring and permit compliance, including costs specifically required by state or federal regulations for reclaimed water.
- C. Payment obligations of annual principal and interest payments on sewer funds bonded indebtedness for reclaimed water pumping and transmission facilities.
- D. Collection of coverages or other reserves as required by bond resolutions and ordinances.
- E. Pro rata share of the cost of providing transmission facilities for service to the CITY's system.
- F. Other reasonable costs to the COUNTY required to furnish reclaimed water to the CITY as described in A through E of this paragraph.

In formulating or revising the wholesale reclaimed water rate to CITY, only those expenses directly attributable to the cost of providing wholesale reclaimed water shall be assessed as the wholesale rate, i.e., the wholesale rate shall be based on the true wholesale cost of providing reclaimed water, and the rates imposed for wholesale reclaimed water shall not be used to subsidize the true cost of providing reclaimed water at retail rates.



16. COUNTY will supply reclaimed water to CITY at a minimum supply pressure of 70 pounds per square inch (gauge) measured at the connection points described in paragraph 3 herein.

17. COUNTY agrees to provide reclaimed water at peak hour flows of not less than 7,900 gallons per minute (hereinafter "GPM") at 58th Avenue at 62nd Street and not less than 6,200 GPM at Belcher Road at 74th Avenue at build-out of CITY's system. CITY will use its best efforts to operate its system in such a manner so as to prevent peaking of flow rates, which would place an unequal burden on the COUNTY's facilities and be out of proportion to other customers of COUNTY's reclaimed water system. Storage may be required in the future. In such case, the CITY and COUNTY will cooperate on the development thereof. CITY's flow requirements are described in paragraph 1 herein.

18. Both parties agree that the area described in Exhibit 1 will be the farthest extension of retail reclaimed water service of CITY regardless of future annexation by CITY. Any encroachment by CITY beyond this service area boundary into COUNTY's Reclaimed Water Service Area, without written agreement from COUNTY, shall constitute a default under this agreement. In that event, COUNTY shall provide written notice to CITY and the CITY shall have ninety (90) days from receipt thereof in which to cure said default. If the CITY fails to timely cure the default, the COUNTY shall have no further obligation to furnish reclaimed water beyond the established COUNTY service area boundary. It is recognized by both parties that it is necessary to establish and observe reclaimed

water service areas to avoid duplication of capital investment and maintenance costs and to render reclaimed water service to the public as efficiently as possible. CITY recognizes the right of the Pinellas County Commission to designate reclaimed water service areas for all municipalities in Pinellas County, and accordingly, CITY agrees not to extend any reclaimed water line into COUNTY's Reclaimed Water Service Area without approval from the Pinellas County Commission. In the event CITY does wish to extend its Reclaimed Water Service Area, CITY shall make appropriate application to the Pinellas County Commission for the passage of a resolution extending CITY's Reclaimed Water Service Area as requested. CITY agrees to abide by all decisions of the Pinellas County Commission in regard to applications or requests for extensions of CITY's Reclaimed Water Service Area. COUNTY recognizes the CITY's Reclaimed Water Service Area as described in Exhibit 1 and will not encroach upon said service area in any way, and the COUNTY recognizes the right of the CITY to provide all reclaimed water to said service area.

19. The CITY shall comply with all applicable provisions of FDEP Permit No. DC52-236666, attached hereto as Exhibit 2, and any subsequent modifications thereof relating to operation of the CITY's reclaimed water facilities and all reasonable provisions of the Pinellas County Sewer Use Ordinance applicable to the CITY. The CITY will provide COUNTY access to all records maintained by CITY to verify compliance with said FDEP permit at COUNTY's request. COUNTY shall perform permit compliance monitoring; CITY

will allow COUNTY access to its facilities for said purpose. The CITY shall pay the cost of any compliance monitoring performed by the COUNTY that is required by the FDEP permit. If CITY fails to comply with the FDEP permit, the COUNTY may, at its option, temporarily discontinue reclaimed water service until CITY complies with the FDEP permit; however, before discontinuing service, COUNTY shall provide written notification to CITY and CITY shall have ninety (90) days to cure, but in any event, discontinuance of service shall be in accordance with any FDEP requirements. If the CITY willfully fails to comply with the conditions pertaining to the FDEP permit, the COUNTY may terminate this agreement upon written notification to the CITY and the CITY's failure to cure within ninety (90) days of written notification.

20. COUNTY will pay to the CITY, within thirty (30) days of the Notice to Proceed date for the construction contract for the CITY's Phase 1, Reclaimed Water Transmission Mains Project, the sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS as a County Contribution-in-Aid of Construction, representing COUNTY water fund's financial participation in the CITY's reclaimed water system, based upon ONE (\$1.00) DOLLAR per gallon of potable water supply capacity that the parties estimate will be saved. The parties estimate of potable water supply capacity saved is 1.5 MGD; but same is an estimate only. In the event the CITY's reclaimed water utilization does not result in CITY's use of 5.7 MGD of reclaimed water during the calendar year ending December 31, 2007, then CITY will reimburse COUNTY a pro rata portion of the



Contribution-in-Aid of Construction corresponding to the shortfall in the amount of reclaimed water utilized, unless such shortfall is the result of the COUNTY's inability to provide reclaimed water to the CITY. Any such reimbursement by the CITY shall be a one-time reimbursement, it being the parties' intent that if, in years subsequent to 2007, the CITY fails to utilize 5.7 MGD of reclaimed water, that no further reimbursement or additional fees shall be due the COUNTY. In addition, if CITY uses 5.7 MGD average daily flow of reclaimed water during any calendar year prior to calendar year 2007, then CITY shall be deemed to have met all conditions of reclaimed water utilization required herein, and there shall be no reimbursement of COUNTY's Contribution-in-Aid of Construction, nor any reduction in COUNTY's obligation to provide 5.7 MGD average daily flow of reclaimed water to CITY. If CITY's inability to utilize 5.7 MGD average daily flow of reclaimed water in any calendar year prior to 2007 is the result of the COUNTY's inability to provide reclaimed water to the CITY, then the CITY shall be deemed to have met all conditions of reclaimed water utilization required herein, and there shall be no reimbursement of COUNTY's Contribution-in-Aid of Construction, nor any reduction in COUNTY's obligation to provide 5.7 MGD average daily flow of reclaimed water to CITY. In the event the CITY fails to utilize 5.7 MGD average daily flow in any calendar year from the date of this agreement up to calendar year ending 2007, then the COUNTY's commitment to supply 5.7 MGD average daily flow of reclaimed water, as provided in paragraph 1 herein, shall be reduced to whatever the maximum MGD

average daily flow of reclaimed water that the CITY achieved in any calendar year from the date of this agreement to calendar year ending 2007. For example, if, from the date of this agreement to calendar year ending 2007, the highest maximum MGD average daily flow of reclaimed water that the CITY utilizes is say, 4.7 MGD, then the COUNTY's commitment to supply 5.7 MGD average daily flow of reclaimed water as provided in paragraph 1 herein shall be reduced to 4.7 MGD average daily flow of reclaimed water for the period commencing January 1, 2008 to the end of the term of this agreement.

21. The basis for the estimate of 1.5 MGD of potable water supply capacity saved is the 5.7 MGD average daily flow of reclaimed water CITY is to utilize as established in paragraph 1 herein by the calendar year ending December 31, 2007 (or in any calendar year prior thereto) for distribution to potable water users within CITY's Reclaimed Water Service Area. If on December 31, 2007 the CITY's average annual utilization of reclaimed water is less than 5.7 MGD, CITY will reimburse COUNTY as provided in paragraph 20 herein, unless the shortfall is the result of the COUNTY's inability to provide reclaimed water to the CITY. Any reimbursement to the COUNTY shall be due in full by June 1, 2008.

22. Should the CITY decide not to proceed with its Phase I Reclaimed Water Transmission Mains project or any other project(s) deemed necessary by CITY to utilize 5.7 MGD average daily flow of reclaimed water as described in paragraph 1 herein at any time after the date of this agreement, CITY will reimburse COUNTY a pro

rata portion of the Contribution-in-Aid of Construction as provided in Paragraph 20 herein.

23. COUNTY will pay to CITY the sum of SIXTEEN THOUSAND SIX HUNDRED (\$16,600.00) DOLLARS as compensation for redesign of the CITY's reclaimed water transmission mains to enable maximization of residential reuse within the CITY. Payment will be made after execution of this agreement, to CITY upon receipt by the COUNTY of a proper invoice therefore.

24. The term of this agreement is for a period of thirty (30) years, with the option for extension by mutual agreement of both parties. It is agreed that every five (5) years during the term of this agreement COUNTY and CITY shall meet and negotiate suggested changes to this agreement, which must be mutually agreed upon by both parties to be adopted.

25. This agreement shall be binding upon the parties, their successors, assigns and legal representatives. Neither party shall assign or otherwise transfer any of its rights or duties under this agreement without the express prior written consent of the other party. This agreement is for the benefit of CITY and COUNTY only, and the parties acknowledge and agree that there are no third party beneficiaries to this agreement.

26. If any part or portion of this agreement is for any reason held or declared invalid, such invalidity shall not be construed to affect the provisions hereof not so held to be invalid or to affect the application of this agreement to other circumstances, it is being hereby declared to be the express intent



of the parties that any such invalid portions did not induce its execution.

27. This document embodies the whole agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. No modifications may be made hereto except in writing and signed by both parties.

28. This agreement may be amended or terminated upon the mutual written agreement of both parties.

29. Both parties represent that the execution of this agreement has been approved by their respective governing bodies in accordance with law, and that both parties have legal authority to execute this agreement.

IN WITNESS WHEREOF, the said PINELLAS COUNTY, FLORIDA, acting by and through its Board of County Commissioners, has caused this agreement to be executed in its name and on its behalf by the Chairman of said Board, its official seal to be hereunto affixed, and attested to by the Clerk of said Board, and the said CITY OF PINELLAS PARK, FLORIDA, acting by and through its City Council, has caused this agreement to be executed in its name and on its behalf by its Mayor, its corporate seal to be hereunto affixed, and attested to by the City Clerk, on the month, day and year first above written.

ATTEST:

Clerk of Circuit Court

By: Norma Grant  
Deputy Clerk

PINELLAS COUNTY, FLORIDA,  
Acting by and through its  
Board of County Commissioners

By: Sam J. Filant  
Chairman

APPROVED AS TO FORM:

OFFICE OF COUNTY ATTORNEY

By: John V. Morine  
Attorney

ATTEST:

By: Grace M. Kolar  
City Clerk

CITY OF PINELLAS PARK, FLORIDA,  
Acting by and through its  
City Council

By: Carl W. Bradbury  
Mayor

APPROVED AS TO FORM:

OFFICE OF CITY ATTORNEY

By: PRB incap  
Asst. City Attorney



**EXHIBIT 1**

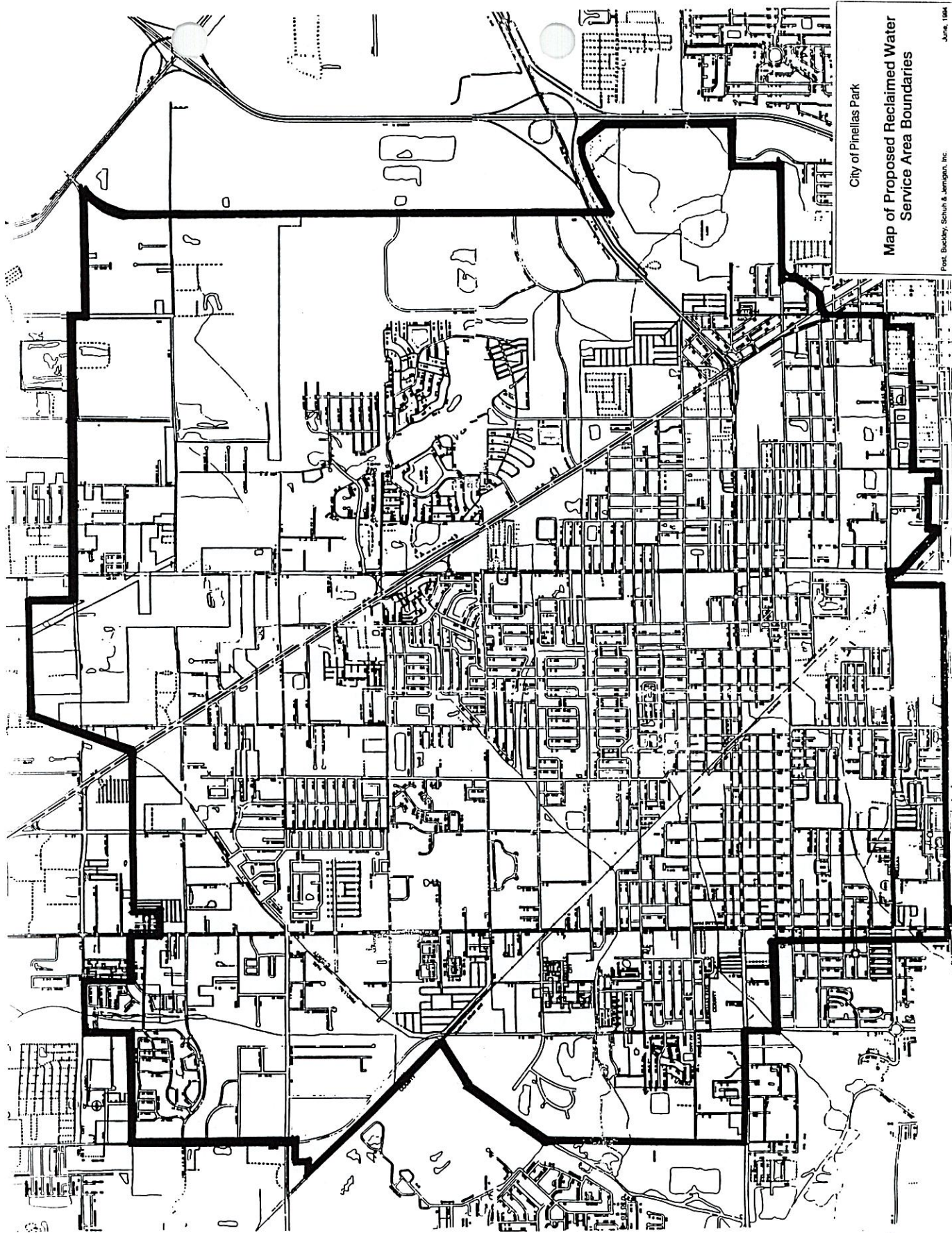
Commence at the intersecting point of the West line of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida and centerline of 74th Avenue North (Park Boulevard, S.R. 694) said point also being the Point of Beginning, thence East along the centerline of said 74th Avenue North to the centerline of 71st Street North (Belcher Road Extension), thence South along the centerline of 71st Street North to the centerline of 71st Avenue North, thence East along the centerline of 71st Avenue North to a point 300 feet West of the West line of Section 29, Township 30 South, Range 16 East, thence South along a line 300 feet West of the West line of said Section 29, said property to include only parcels of land adjacent to the West right-of-way of 66th Street North, to the South line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, said South line also being the centerline of 58th Avenue North, thence East along the centerline of 58th Avenue North to a point 300 feet West of the centerline of 49th Street North, thence North along a line 300 feet West of said centerline to the intersection of the centerline of 62nd Avenue North and the centerline of Atlantic Coastline Railroad, said property to exclude only parcels of land adjacent to the West right-of-way of 49th Street North; thence East along the centerline of 62nd Avenue North 300 feet to the centerline of 49th Street North, thence South along the centerline of 49th Street North to the Easterly right-of-way line of Atlantic Coastline Railroad (Seaboard System), thence Southeast along the Easterly right-of-way line of the Seaboard System Railroad to the centerline of 58th Avenue North, thence East along the centerline of 58th Avenue North to the West line of property recorded in Official Records Book 4422, Page 1305, Pinellas County, Florida, thence North along said West line 260 feet, thence South  $89^{\circ}55'11''$  East 132 feet to the East line of Section 33, Township 30 South, Range 16 East, thence North  $0^{\circ}04'20''$  East along said line 10 feet to the centerline of 59th Avenue North, thence East along the centerline of the 59th Avenue North right-of-way 989.56 feet to the East line of Highland Groves Subdivision, thence South along said East line 263 feet to the centerline of 58th Avenue North, thence East along said centerline 297.25 feet to the centerline of 43rd Street North, thence North along the centerline of 43rd Street North to the centerline of 60th Avenue North, thence East along the extension of the centerline of 60th Avenue North to a point 300 feet West of the East line of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, said line also being the centerline of 34th Street North, thence proceed North along a line 300 feet west of and parallel to the East line of said Section 34 to the centerline of 62nd Avenue North, said property to exclude only parcels of land adjacent to the west right-of-way of 34th Street North; thence East along the centerline of 62nd Avenue North 300 feet to the East line of said Section 34, thence North along said East line to the centerline of Ditch #3, Pinellas Park Water Management District, thence North and East along said Ditch #3 to its intersection with the West property line of Lot 40, E. C. Baughman's Gardens Subdivision as recorded in Plat Book 25, Page 18, Public Records of Pinellas County, Florida, thence North along said property line, across a 16 foot alley and continuing North along the West property line of Lot 73 to the North line of Section 35 also being the centerline of 70th Avenue, thence East along said North line to the centerline of the Florida Power Northeast - Fortieth 115 KV Transmission line, thence North along said centerline to the South line of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 30 South, Range 16 East, Pinellas County, Florida, said line also being the centerline of 74th Avenue North, thence East along said South line to the West right-of-way of Interstate Highway I-275, thence North along said West right-of-way line to the South right-of-way line of Gandy Boulevard, thence Westerly along





said South right-of-way line to the Southerly extension of the West right-of-way line of 28th Street North, thence North along the West right-of-way line of 28th Street North, to the centerline of 125th Avenue North (Scherer Drive), thence West along the centerline of 125th Avenue North to the East line of Section 10, Township 30 South, Range 16 East, Pinellas County, Florida, said East line also being the centerline of 34th Street North (C.R. 265), thence North along said centerline to the centerline of 126th Avenue North, thence West along the centerline of 126th Avenue North to the intersection of the Southerly extension of the West line of Lot 10, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, located in the Northeast  $\frac{1}{4}$  of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida, thence North along the West line of said Lot 10 to the Northwest corner of said Lot 10, thence North  $89^{\circ}57'21"$  West to the centerline of Cross Bayou Canal, thence Southwesterly along said centerline to the North line of the South  $\frac{1}{4}$  of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida, thence North  $89^{\circ}50'53"$  West along said North line to the East line of Pine Lake Estates Subdivision as recorded in Plat Book 37, Page 42, Public Records of Pinellas County, Florida, thence South along the East line of said subdivision to the Southeast corner of Pine Lake Estates Subdivision, thence West along the South line of said subdivision to the West line of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida, also being the centerline of 66th Street North (S.R. 693), thence North along the West line of said Section 8 to the North line of the South  $\frac{1}{4}$  of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, thence North  $87^{\circ}33'38"$  West 1308.70 feet to the East line of Pinebrook Estates, Unit 1, as recorded in Plat Book 76, Pages 33-36, Public Records of Pinellas County, Florida, thence North along the East line of said Pinebrook Estates Unit 1 to the North line of the South  $\frac{1}{2}$  of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, said North line also being the North line of Pinebrook Estates Unit 1, thence North  $87^{\circ}25'34"$  West to the West line of the Southeast  $\frac{1}{4}$  of Section 7, thence South  $0^{\circ}19'34"$  East along said West line, said West line also being the West line of Pinebrook Estates Unit 2 as recorded in Plat Book 77, Pages 11-14, Public Records of Pinellas County, Florida, 1331.16 feet to the North line of the South  $\frac{1}{4}$  of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, thence North  $87^{\circ}31'40"$  West to the West line of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, said West line also being the centerline of Belcher Road, thence South along said centerline of Belcher Road to the South line of the Northwest  $\frac{1}{4}$  of Section 18, Township 30 South, Range 16 East, said South line also being the centerline of Bryan Dairy Road, thence continue South along the centerline of Belcher Road, to the Easterly extension of the North line of Parcel #1, Forest Industrial Park 1st Addition, thence North  $89^{\circ}46'03"$  West along said North line  $\pm 377$  feet to the Westerly line of said Parcel #1, thence South  $00^{\circ}13'57"$  West 286.95 feet, thence North  $89^{\circ}56'03"$  West 426.36 feet to the Easterly right-of-way line of the Atlantic Coastline Railroad right-of-way, thence Southeasterly along the Easterly right-of-way line of said railroad to the centerline of the Cross Bayou Canal, thence Southwesterly along said canal centerline to the West line of Sections 19 and 30, Township 30 South, Range 16 East, Pinellas County, Florida, thence South along the West line of said Sections 19 and 30 to the intersecting point of the centerline of 74th Avenue North (Park Boulevard), said intersecting point also being the Point of Beginning.





City of Pinellas Park

Map of Proposed Reclaimed Water  
Service Area Boundaries

June, 1984  
Post, Buckley, Schuh & Jernigan, Inc.  
Tampa, Florida

Handwritten signature and initials.



Florida Department of  
**Environmental Protection**

Virginia B. Wetherell  
Secretary

## DEP File No. DC52-236666

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number, and the county in which the project is proposed;

OK  
RAB



(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;

(d) A statement of the material facts disputed by petitioner, if any;

(e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this permit. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 17-103.070, F.A.C. Upon timely filing of a petition or a request for an extension of time, this permit will not be effective until further order of the Department.

OH  
PAX

When the order (permit) is final, any party to the order has the right to seek judicial review of the order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

Executed in Tampa, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION  
DOMESTIC WASTEWATER PROGRAM

cc: Pinellas County PHU  
Thomas F.X. Flynn, P.E., Engineer of Record  
Technical Services

/cw

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on 03/08/94 to the listed persons.

Clerk Stamp

FILING AND ACKNOWLEDGMENT  
FILED, on this date, pursuant to  
§120.52(11), Florida Statutes, with  
the designated Department Clerk,  
receipt of which is hereby  
acknowledged.

Barbara P. Wagner 03/08/94  
(Clerk) (Date)

*DT*  
*RFX*





Lawton Chiles  
Governor

# Florida Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619  
813-744-6100

Virginia B. Wetherell  
Secretary

**PERMITTEE:**  
Pinellas County Sewer System  
14 S. Ft. Harrison Ave.  
Clearwater, FL 34616

**Attention:**  
Mr. Todd L. Tanberg, P.E.  
Director

**PERMIT/CERTIFICATION**  
GMS ID No: 4052C00092  
Permit No: DC52-236666  
Date of Issue: 03/08/94  
Expiration Date: 01/01/99  
County: Pinellas  
Lat/Long: 27° 32' 30"  
82° 52' 30"  
Sec/Town/Range:  
Project: City of Pinellas  
Park Reuse System  
Processor: E.G. Snipes, P.E.

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3, 17-4, 17-300, 17-500 and 17-600 Series. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached thereto or on file with the Department and made a part thereof and specifically described as follows:

Construction of a 7.6 mgd (annual average) urban reuse system within the limits of the City of Pinellas Park. The system will provide reclaimed water meeting the requirements of Chapter 17-610 F.A.C. to residential areas, golf courses, cemeteries, parks, playgrounds, landscape areas, highway medians, and a boiler feedwater to the refuse to energy plant. (2.20 mgd annual average)

Location: City of Pinellas Park, St. Petersburg, Pinellas County, FL

Replaces Permit No. N/A Expired: N/A

*Handwritten signature and initials*



City of Pinellas Park Reuse System  
Permit No: DC52-236666

SPECIFIC CONDITIONS:

1. Drawings, plans, documents or specifications submitted by the permittee, not attached hereto, but retained on file at the Southwest District Office, are made a part hereof.

2. The zone of discharge boundary shall extend horizontally 100 feet from the site boundary or to the installation's property boundary, whichever is less, and vertically to the base of the shallow water table aquifer. (Rule 17-522.410, F.A.C.)

3. The water quality standards for Class G-II ground water shall not be exceeded at the boundary of the zone of discharge. (Rule 17-520.400, Rule 17-520.420, F.A.C.)

4. Direct discharge from the Reuse System, including any holding, storage ponds, or retention lakes, to area surface waters is not allowed. Minimum amounts of reclaimed water released to areas including city-owned lands, streets, or rights-of-way during necessary maintenance or due to unforeseen system failures including main breaks are not included in this prohibition. Surface discharge shall be considered a violation of this permit and the permittee shall immediately report any such discharge to the S.W. District Office of the Department of Environmental Protection.

5. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site, the permittee shall notify the DEP Southwest District office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301, telephone number (904) 487-2073.

6. Upon completion of construction and prior to placing the treatment plant or effluent reuse/disposal system into operation for any purpose other than testing for leaks and equipment operation, the permittee shall submit a Notification That a Domestic Wastewater Facility Will Be Placed Into Operation [DEP Form 17-600.910(3)] and either a Completion of Construction Notification for a Reuse/Land Application System [DEP Form 17-610.910(6)] (non-public access reuse/disposal), or an Application for Permission to Place a Public Access Reuse System in Operation [DEP Form 17-610.910(3)] (public access projects). These forms must be signed and sealed by a Professional Engineer registered in the State of Florida.

City of Pinellas Park Reuse System  
Permit No: DC52-236666

7. The permittee shall ensure that neither ponding nor run-off from the spray site occurs as a result of the spray irrigation of the wastewater. The Department considers ponding to be any residual which remains on the surface sufficient time to contaminate stormwater runoff or otherwise be environmentally objectionable due to odor or public health criteria.

8. The permittee shall ensure that the construction of this facility shall be as described in the application and supporting documents. Any request for change to this permit, shall be submitted in writing to the Domestic Wastewater Program Manager for review and clearance prior to implementation. Requests for changes of negligible impact to the environment and staff time will be reviewed by the Program Manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above will require submission of a completed application and appropriate processing fee as per Section 17-4.050, F.A.C.

9. The permittee shall submit DEP Form 17-610.910(7) - Notice of Intent to Use General Permit for Addition of a Major User of Reclaimed Water for any new major user, with a usage of 0.100 MGD or greater, unless the major user has been included within the Reuse Plan.

10. The permittee shall provide Continuous On-Line Monitoring of the Reclaimed Water for turbidity (prior to chlorination) and total chlorine residual (after the chlorine contact chamber), as required by Rule 17-610.463(2), F.A.C.

11. The permittee shall provide a copy of the City of Pinellas Park reclaimed water ordinance to the Department.

12. The permittee shall provide the Department with a copy of the interlocal agreement on reclaimed water between Pinellas County and the City of Pinellas Park.



City of Pinellas Park Reuse System  
Permit No: DC52-236666

**GROUND WATER MONITORING PLAN**

13. In accordance with Rule 17-522.600(3), Florida Administrative Code (F.A.C.), the Ground Water Monitoring System shall be constructed by the permittee wells such that ground water monitoring wells specific to a construction phase shall be installed a minimum of 60 days prior to the application of reclaimed water to the specific phase. The background monitoring well (MW-5) shall be installed 60 prior to the application of reclaimed water within the City of Pinellas Park.

14. The Ground Water Monitoring System shall be constructed by the permittee in accordance with the plans submitted and on file in the Southwest District Office.

15. The ground water monitor well system shall consist of 5 wells and shall be tentatively located as listed below. All wells are to be clearly labeled and easily visible at all times.

<u>Well Number</u>	<u>Aquifer</u>	<u>Location</u>
MW-1 (Broderick Park)	Surficial	Per PBS&J, Inc. submittal dated 8/17/93.
MW-2 (Mainlands G.C.)	Surficial	Per PBS&J, Inc. submittal dated 8/17/93.
MW-3 (Gateway Centre)	Surficial	Per PBS&J, Inc. submittal dated 8/17/93.
MW-4 (Helen Howarth Park)	Surficial	Per PBS&J, Inc. submittal dated 8/17/93.
MW-5 (City Hall)*	Surficial	Per PBS&J, Inc. submittal dated 1/18/94.

\* denotes background well

16. If any monitor well becomes damaged or inoperable, the permittee shall notify the Department immediately and a detailed written report shall follow within 7 days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent the recurrence. All monitoring well design and replacement shall be approved by the Department prior to installation of the replacement well.





City of Pinellas Park Reuse System  
Permit No: DC52-236666

GROUND WATER MONITORING PLAN (continued:)

17. A surveyed drawing shall be submitted showing the location of all monitoring wells (active and abandoned) which will be horizontally located by metes and bounds or equivalent surveying techniques. The surveyed drawing shall include the monitor well identification number as well as location and elevation of all permanent benchmark(s) and/or corner monument marker(s) at the site. The survey shall be conducted by a Florida Registered Surveyor and shall be submitted within 60 days of reclaimed water application for each phase.

18. Within 30 days of completion of construction of the ground water monitor wells, the permittee shall submit the following information for each monitor well:

a) A complete FDEP Monitor Well Completion Report (attached);

b) A copy of the Southwest Florida Water Management District (SWFWMD) Application to Construct a Well, SWFWMD Form SF 306(3) Rev. 9/92; and

c) A copy of the SWFWMD Well Completion Report, SWFWMD Form 25-18-3/90.

The information shall be sent to the Technical Support Section Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida 33619-8318.

19. Upon completion of construction of each phase of the ground water monitoring system, the permittee shall sample all ground water monitor wells in the phase for the Primary and Secondary Drinking Water parameters included in Chapter 17-550, F.A.C., Public Drinking Water Systems (excluding asbestos, acrylamide and epichlorohydrin), Fecal Coliform and EPA Methods 601 and 602.

20. Within six months of the application of reclaimed water, the permittee shall provide a 24-hour composite effluent sample prior to application of reclaimed water to Pinellas Park. The composite sample shall be analyzed for the Primary and Secondary Drinking Water Standards, in accordance with Chapter 17-550, F.A.C., Fecal Coliform and the EPA Priority Pollutants.

City of Pinellas Park Reuse System  
Permit No: DC52-236666

GROUND WATER MONITORING PLAN (continued:)

21. The sampling and analysis of all ground water monitor wells shall begin upon commencement of the application of reclaimed water to the site. The wells shall be sampled ANNUALLY for the following parameters. However, additional samples, wells and parameters may be required based upon subsequent analyses.

PRIMARY STANDARDS

UNITS

Nitrate (as N)  
Sodium  
Turbidity

mg/L  
mg/L  
NTU

SECONDARY STANDARDS

Chloride  
Total Dissolved Solids (TDS)  
pH\*

mg/L  
mg/L  
std. units

OTHERS

NH<sub>3</sub> (as N)  
Temperature\*  
Total Organic Carbon (TOC)  
Specific Conductance\*  
Fecal Coliform  
Water Levels (N.G.V.D.)\*

mg/L  
°C  
mg/L  
µmhos/cm  
cts/100 ml  
feet

\* field measurement

22. All ground water monitor wells shall be measured for water level elevations on a quarterly basis and be reported with the quarterly effluent analysis.

23. A 24-hour composite effluent sample shall be taken and analyzed for the following parameters\*\* on a QUARTERLY basis. Additional samples and parameters may be required based upon subsequent analyses.

DA  
PXP



City of Pinellas Park Reuse System  
Permit No: DC52-236666

GROUND WATER MONITORING PLAN (continued:)

Inorganics

pH  
specific conductance  
ammonium  
chloride  
nitrate (as N)  
organic nitrogen (as N)  
soluble orthophosphate  
sulfate  
sulfide  
Total Residual Chloride  
Total Nitrogen (as N)  
diethylphthalate

Metals

naphthalene  
arsenic  
cadmium  
chromium  
copper  
lead  
mercury  
silver  
sodium  
zinc

Volatile Organics\*\*

EPA 601/602 Analytes

Pesticide

dieldrin  
lindane

Base/Neutral Organics/  
Acid Extractables

anthracene  
dimethylphthalate  
phenanthrene  
phenol  
2,4,6-trichlorophenol  
2-chlorophenol

Biological

fecal coliform

\*\* May be reduced to semiannual analysis after 4 consecutive quarterly results with no exceedances of guidance levels; prior approval required by the Southwest District Office.

24. Following the initial analysis of the effluent and each ground water monitor well, all water quality samples shall be sampled and results reported in accordance with the following schedule:

<u>Sample Period</u>	<u>Sample Type</u>	<u>Report Due Date</u>
1st Quarter (January-March)	effluent	April 28
2nd Quarter (April-June)	effluent	July 28
3rd Quarter (July-September)	effluent/wells	October 28
4th Quarter (October-December)	effluent	January 28

The permittee shall submit to the Department the results of the effluent water quality analyses no later than the 28th day of the month immediately following the end of the sampling period. All ground water monitor wells shall be sampled in the third quarter sampling schedule.

*Handwritten signature and initials*

City of Pinellas Park Reuse System  
Permit No: DC52-236666

GROUND WATER MONITORING PLAN (continued:)

25. Ground water and effluent sampling shall be reported on the attached Monitoring Report Forms [DEP Form 17-1.216(2)]. In order to facilitate entry of this data into the State computer system, these forms or an exact replica must be used and must not be altered as to content. The original copies should be retained so that the necessary information is available to properly complete future reports. The report forms received from the laboratory must be submitted along with the DEP Parameter Monitoring Report Forms described above.

26. If, at any time, background ground water standards are exceeded at the edge of the zone of discharge, the permittee has 15 days from receipt of the laboratory analyses in which to resample the monitor well(s) to verify the original analysis. The monitoring test results must be submitted to the Department within 15 days of receipt of the reanalysis from the laboratory. Should the permittee choose not to resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility.

27. All field testing, sample collection, preservation and laboratory testing, including quality control procedures, shall be in accordance with a current Department Approved Comprehensive Quality Assurance Plan in accordance with Rule 17-160.300 and 17-520.300, F.A.C. Approved methods for chemical analyses are summarized in the Federal Register, December 1, 1976 (41FR52780) except that turbidity shall be measured by the Nephelometric Method.

28. Within 60 days of issuance of this permit, all piezometers and wells not a part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 17-532.500(4), F.A.C. and the Southwest Florida Water Management District. The permittee shall submit a written report to the Department providing verification of the plugging program. A written request for exemption to the plugging of a well must be submitted to the Department's Technical Support Section for approval.

Irrigation wells located within an approved effluent spray application area that penetrate below the unconfined aquifer system are exempt from plugging provided that a minimum 25 foot buffer surrounds the wells.



City of Pinellas Park Reuse System  
Permit No: DC52-236666

GROUND WATER MONITORING PLAN (continued:)

29. All required submittals shall be sent to the Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida 33619 within 60 days of installation of the Ground Water Monitoring System. Upon receipt and review of the required data, any required modification(s) of the Ground Water Monitoring System will be given.

30. The permittee shall be aware of and operate under the attached "General Permit Conditions #1 through #15". General Permit Conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



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Richard D. Garrity, Ph.D.  
Director of District Management



## ATTACHMENT - GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.



7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit;
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 17-4.120 and 17-730.300, Florida Administrative Code, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.



12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- ( ) Determination of Best Available Control Technology (DACT)
- ( ) Determination of Prevention of Significant Deterioration (PSD)
- ( ) Certification of compliance with State Water Quality Standards  
(Section 401, PL 92-500)
- ( ) Compliance with New Source Performance Standard

14. The permittee shall comply with the following:

- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- (c) Records of monitoring information shall include:
  - 1. the date, exact place, and time of sampling or measurements;
  - 2. the person responsible for performing the sampling or measurements;
  - 3. the dates analyses were performed;
  - 4. the person responsible for performing the analyses;
  - 5. the analytical techniques or methods used;
  - 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

GENERAL CONDITIONS-REG  
05/90

Page 3 of 3

GENERAL CONDITIONS-REG

Page 3 of 3

05/90

\*\*\*END\*\*\*





Lawton Chiles  
Governor

# Florida Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619  
813-744-6100

Virginia B. Wetherell  
Secretary

## ANNUAL REPORT ON GROUND WATER MONITORING RULE 17-522.600(10)(b), F.A.C.

GMS# 4052C10076 DATE \_\_\_\_\_  
DEP PERMIT DO52-236666  
Pinellas Park Reclaimed Water System  
Installation Name \_\_\_\_\_  
6051 78th Ave. Pinellas Park FL 34665 Pinellas  
Address City State Zip County  
Jerry W. Halstead, P.E. PWA/City Engineer  
Owner or Authorized Representative's Name Title  
Method of Discharge Spray Application

Type of Industry Domestic Wastewater

Report for Period \_\_\_\_\_ to \_\_\_\_\_  
date date

Attach monitoring data as approved in monitoring plan using parameter monitoring report forms. When applicable, attach additional sheets describing any changes in the background water quality and the discharge plume since the last reported description. Include any changes in size, direction of movement, rate of movement, and concentration changes of plume constituents in violation of the applicable standards.

NOTE: Pursuant to Rule 17-4.700(6)(k)3., at any time there is a change in the permitted volume, location or chemical, physical or microbiological composition of the discharge plume, the permittee shall notify the department and, if required by the department, submit a new report stating the volume and chemical, physical and microbiological compositions of the discharge at the point of release or contact with the ground water at the site boundary.

### CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Owner or Authorized Representative's Signature

Date

PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

GMS# 4052C00092  
Monitoring Well #4052A17096  
Well Name MW-1 (Broderick Park)  
Classification of Ground Water G-II

Sample Date \_\_\_\_\_  
Well Type (    ) Background  
              (    ) Site boundary  
              (    ) Intermediate  
              ( X ) Compliance  
Ground Water Elevation  
                              (above MSL) \_\_\_\_\_ ft.

Well Purged\* Prior to  
Sample Collection (Yes/No) \_\_\_\_\_

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
000620	Nitrate				mg/L		
000929	Sodium				mg/L		
082079	Turbidity				NTU		
000940	Chloride				mg/L		
070300	Total Diss. Solids				mg/L		
000400	pH (field)				st. units		
000610	Ammonia				mg/L		
000010	Temperature (field)				°C		
000680	Total Organic Carbon				mg/L		
000095	Specific Conductance (field)				μmhos/cm		
031616	Fecal Coliform				cts/100 ml		
072020	Water Level (M.S.L.)				feet		
039175	Vinyl chloride				μg/L		
034030	Benzene				μg/L		
032102	Carbon tetrachloride				μg/L		



PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034531	1,2- Dichloroethane				µg/L		
039180	Trichloro- ethylene				µg/L		
034566	para- Dichlorobenzene				µg/L		
034501	1,1- Dichloroethylene				µg/L		
034506	1,1,1- Trichloroethane				µg/L		
034531	cis-1,2- Dichloroethylene				µg/L		
077161	1,2- Dichloropropane				µg/L		
034371	Ethylbenzene				µg/L		
034301	Monochloro- benzene				µg/L		
034536	o-Dichloro- benzene				µg/L		
077128	Styrene				µg/L		
034475	Tetrachloro- ethylene				µg/L		
034010	Toluene				µg/L		
034546	trans-1,2- Dichloroethylene				µg/L		
081541	Xylenes (total)				µg/L		

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M  
RXP

PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034423	Dichloro- methane				µg/L		
034551	1,2,4- Trichlorobenzene				µg/L		
034511	1,1,2- Trichloroethane				µg/L		

\*Well Purging is the process of pumping the well prior to sampling in order to obtain a representative ground water sample.

DEP Form 17-1.216(2)  
Effective January 1, 1983

Page 4 of 4.

*DP*  
*AFXR*



PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

GMS# 4052C00092  
Monitoring Well #4052A17098  
Well Name MW-2 (Mainlands G.C.)  
Classification of Ground Water G-II

Sample Date \_\_\_\_\_  
Well Type (    ) Background  
              (    ) Site boundary  
              (    ) Intermediate  
              ( X ) Compliance  
Ground Water Elevation  
                  (above MSL) \_\_\_\_\_ ft.

Well Purged\* Prior to  
Sample Collection (Yes/No) \_\_\_\_\_

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
000620	Nitrate				mg/L		
000929	Sodium				mg/L		
082079	Turbidity				NTU		
000940	Chloride				mg/L		
070300	Total Diss. Solids				mg/L		
000400	pH (field)				st. units		
000610	Ammonia				mg/L		
000010	Temperature (field)				°C		
000680	Total Organic Carbon				mg/L		
000095	Specific Conductance (field)				μmhos/cm		
031616	Fecal Coliform				cts/100 ml		
072020	Water Level (M.S.L.)				feet		
039175	Vinyl chloride				μg/L		
034030	Benzene				μg/L		
032102	Carbon tetrachloride				μg/L		

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034531	1,2- Dichloroethane				µg/L		
039180	Trichloro- ethylene				µg/L		
034566	para- Dichlorobenzene				µg/L		
034501	1,1- Dichloroethylene				µg/L		
034506	1,1,1- Trichloroethane				µg/L		
034531	cis-1,2- Dichloroethylene				µg/L		
077161	1,2- Dichloropropane				µg/L		
034371	Ethylbenzene				µg/L		
034301	Monochloro- benzene				µg/L		
034536	o-Dichloro- benzene				µg/L		
077128	Styrene				µg/L		
034475	Tetrachloro- ethylene				µg/L		
034010	Toluene				µg/L		
034546	trans-1,2- Dichloroethylene				µg/L		
081541	Xylenes (total)				µg/L		

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034423	Dichloro- methane				µg/L		
034551	1,2,4- Trichlorobenzene				µg/L		
034511	1,1,2- Trichloroethane				µg/L		

\*Well Purging is the process of pumping the well prior to sampling in order to obtain a representative ground water sample.

DEP Form 17-1.216(2)  
Effective January 1, 1983

Page 4 of 4.

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

GMS# 4052C00092  
Monitoring Well # 4052A17099  
Well Name MW-3 (Gateway Centre)  
Classification of Ground Water G-II

Sample Date \_\_\_\_\_  
Well Type (    ) Background  
              (    ) Site boundary  
              (    ) Intermediate  
              ( X ) Compliance  
Ground Water Elevation \_\_\_\_\_  
                                  (above MSL)        ft.

Well Purged\* Prior to \_\_\_\_\_  
Sample Collection (Yes/No) \_\_\_\_\_

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
000620	Nitrate				mg/L		
000929	Sodium				mg/L		
082079	Turbidity				NTU		
000940	Chloride				mg/L		
070300	Total Diss. Solids				mg/L		
000400	pH (field)				st. units		
000610	Ammonia				mg/L		
000010	Temperature (field)				°C		
000680	Total Organic Carbon				mg/L		
000095	Specific Conductance (field)				µmhos/cm		
031616	Fecal Coliform				cts/100 ml		
072020	Water Level (M.S.L.)				feet		
039175	Vinyl chloride				µg/L		
034030	Benzene				µg/L		
032102	Carbon tetrachloride				µg/L		

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*[Handwritten initials]*



PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034531	1,2- Dichloroethane				µg/L		
039180	Trichloro- ethylene				µg/L		
034566	para- Dichlorobenzene				µg/L		
034501	1,1- Dichloroethylene				µg/L		
034506	1,1,1- Trichloroethane				µg/L		
034531	cis-1,2- Dichloroethylene				µg/L		
077161	1,2- Dichloropropane				µg/L		
034371	Ethylbenzene				µg/L		
034301	Monochloro- benzene				µg/L		
034536	o-Dichloro- benzene				µg/L		
077128	Styrene				µg/L		
034475	Tetrachloro- ethylene				µg/L		
034010	Toluene				µg/L		
034546	trans-1,2- Dichloroethylene				µg/L		
081541	Xylenes (total)				µg/L		

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034423	Dichloro- methane				µg/L		
034551	1,2,4- Trichlorobenzene				µg/L		
034511	1,1,2- Trichloroethane				µg/L		

\*Well Purging is the process of pumping the well prior to sampling in order to obtain a representative ground water sample.

DEP Form 17-1.216(2)  
Effective January 1, 1983

Page 4 of 4.

*JK*  
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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

GMS# 4052C00092  
Monitoring Well #4052A17097  
Well Name MW-4 (Howarth Park)  
Classification of Ground Water G-II

Sample Date \_\_\_\_\_  
Well Type (    ) Background  
              (    ) Site boundary  
              (    ) Intermediate  
              ( X ) Compliance  
Ground Water Elevation  
(above MSL) \_\_\_\_\_ ft.

Well Purged\* Prior to  
Sample Collection (Yes/No) \_\_\_\_\_

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
000620	Nitrate				mg/L		
000929	Sodium				mg/L		
082079	Turbidity				NTU		
000940	Chloride				mg/L		
070300	Total Diss. Solids				mg/L		
000400	pH (field)				st. units		
000610	Ammonia				mg/L		
000010	Temperature (field)				°C		
000680	Total Organic Carbon				mg/L		
000095	Specific Conductance (field)				µmhos/cm		
031616	Fecal Coliform				cts/100 ml		
072020	Water Level (M.S.L.)				feet		
039175	Vinyl chloride				µg/L		
034030	Benzene				µg/L		
032102	Carbon tetrachloride				µg/L		

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034531	1,2- Dichloroethane				µg/L		
039180	Trichloro- ethylene				µg/L		
034566	para- Dichlorobenzene				µg/L		
034501	1,1- Dichloroethylene				µg/L		
034506	1,1,1- Trichloroethane				µg/L		
034531	cis-1,2- Dichloroethylene				µg/L		
077161	1,2- Dichloropropane				µg/L		
034371	Ethylbenzene				µg/L		
034301	Monochloro- benzene				µg/L		
034536	o-Dichloro- benzene				µg/L		
077128	Styrene				µg/L		
034475	Tetrachloro- ethylene				µg/L		
034010	Toluene				µg/L		
034546	trans-1,2- Dichloroethylene				µg/L		
081541	Xylenes (total)				µg/L		





PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034423	Dichloro- methane				μg/L		
034551	1,2,4- Trichlorobenzene				μg/L		
034511	1,1,2- Trichloroethane				μg/L		

\*Well Purging is the process of pumping the well prior to sampling in order to obtain a representative ground water sample.

DEP Form 17-1.216(2)  
Effective January 1, 1983

Page 4 of 4.

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PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

GMS# 4052C00092  
Monitoring Well # 4052A17100  
Well Name MW-5 (City Hall)  
Classification of Ground Water G-II

Sample Date \_\_\_\_\_  
Well Type ( X ) Background  
( ) Site boundary  
( ) Intermediate  
( ) Compliance  
Ground Water Elevation  
(above MSL) \_\_\_\_\_ ft.

Well Purged\* Prior to  
Sample Collection (Yes/No) \_\_\_\_\_

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
000620	Nitrate				mg/L		
000929	Sodium				mg/L		
082079	Turbidity				NTU		
000940	Chloride				mg/L		
070300	Total Diss. Solids				mg/L		
000400	pH (field)				st. units		
000610	Ammonia				mg/L		
000010	Temperature (field)				°C		
000680	Total Organic Carbon				mg/L		
000095	Specific Conductance (field)				μmhos/cm		
031616	Fecal Coliform				cts/100 ml		
072020	Water Level (M.S.L.)				feet		
039175	Vinyl chloride				μg/L		
034030	Benzene				μg/L		
032102	Carbon tetrachloride				μg/L		

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*[Handwritten initials]*

PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034531	1,2- Dichloroethane				µg/L		
039180	Trichloro- ethylene				µg/L		
034566	para- Dichlorobenzene				µg/L		
034501	1,1- Dichloroethylene				µg/L		
034506	1,1,1- Trichloroethane				µg/L		
034531	cis-1,2- Dichloroethylene				µg/L		
077161	1,2- Dichloropropane				µg/L		
034371	Ethylbenzene				µg/L		
034301	Monochloro- benzene				µg/L		
034536	o-Dichloro- benzene				µg/L		
077128	Styrene				µg/L		
034475	Tetrachloro- ethylene				µg/L		
034010	Toluene				µg/L		
034546	trans-1,2- Dichloroethylene				µg/L		
081541	Xylenes (total)				µg/L		





PARAMETER MONITORING REPORT  
(Rule 17-520.400, 17-520.420-17-520.440)

STORET Code	Parameter Monitored	Sampling Method	Analysis Method	Analysis Results	Units	Sample Filt/ Unfilt	Preser- vatives Added
034423	Dichloro- methane				µg/L		
034551	1,2,4- Trichlorobenzene				µg/L		
034511	1,1,2- Trichloroethane				µg/L		

\*Well Purging is the process of pumping the well prior to sampling in order to obtain a representative ground water sample.

DEP Form 17-1.216(2)  
Effective January 1, 1983

Page 4 of 4.

*MS*  
*PAF*

MONITOR WELL COMPLETION REPORT

DATE: \_\_\_\_\_

INSTALLATION NAME: \_\_\_\_\_

DER PERMIT NUMBER: \_\_\_\_\_ GMS NO.: \_\_\_\_\_

WELL NO.: \_\_\_\_\_ WELL NAME: \_\_\_\_\_

DESIGNATION: Background \_\_\_\_\_ Intermediate \_\_\_\_\_ Compliance \_\_\_\_\_

LATITUDE/LONGITUDE: \_\_\_\_\_

AQUIFER MONITORED: \_\_\_\_\_

INSTALLATION METHOD: \_\_\_\_\_

INSTALLED BY: \_\_\_\_\_

TOTAL DEPTH: \_\_\_\_\_ (bls) DEPTH OF SCREEN: \_\_\_\_\_ (bls)

SCREEN LENGTH: \_\_\_\_\_ SCREEN SLOT SIZE: \_\_\_\_\_ SCREEN TYPE: \_\_\_\_\_

CASING DIAMETER: \_\_\_\_\_ CASING TYPE: \_\_\_\_\_

LENGTH OF CASING: \_\_\_\_\_ FILTER PACK MATERIAL: \_\_\_\_\_

TOP OF CASING ELEVATION (MSL): \_\_\_\_\_

GROUND SURFACE ELEVATION (MSL): \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

DESCRIBE WELL DEVELOPMENT: \_\_\_\_\_

POST DEVELOPMENT WATER LEVEL ELEVATION (MSL): \_\_\_\_\_

DATE AND TIME MEASURED: \_\_\_\_\_

REMARKS (Soils information, Stratigraphy, etc.): \_\_\_\_\_

REPORT PREPARED BY : \_\_\_\_\_  
(name, company, phone no.)

NOTE: PLEASE ATTACH BORING LOG.

(bls) = Below Land Surface

*Handwritten signature and initials*