

**PINELLAS SEWER SERVICE AREA AND SUPPLY AGREEMENT WITH THE CITY OF
OLDSMAR**

This AGREEMENT, made and entered into this 17TH day of July, 2018 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Oldsmar, Florida, a municipal corporation, hereinafter referred to as "City", and collectively "Parties".

WITNESSETH:

WHEREAS, the County and the City have previously entered into a Sewer Service Area and Supply Agreement; and

WHEREAS, the County and the City amended the Sewer Service Area and Supply Agreement; and

WHEREAS, the existing Amended Sewer Service Area and Supply Agreement expired on March 19, 2018; and

WHEREAS, the County and the City find it desirable to continue their cooperative agreement for delivery of sanitary sewer service and reclaimed water; and

WHEREAS, it is the mutual desire of both the County and the City to extend this cooperative effort to reclaimed water.

NOW THEREFORE, the Parties hereto agree as follows:

1. The geographic area for which the County shall provide sanitary sewer service on a retail basis shall be as described in Exhibit "A" as attached.
2. The geographic area for which the City shall provide sanitary sewer service on a retail basis shall be as described in Exhibit "B" as attached.
3. The geographic area for which the County will provide untreated wastewater flows to the City for treatment, shall be as described in Exhibit "C" as attached.
4. The City and the County shall abide by the sanitary sewer service areas, as defined above, and each agrees that the other shall have the exclusive right to provide sanitary sewer service and shall be solely responsible for the collection, treatment and disposal of wastewater within the area so designated and each agrees not to compete with the other and hereby waives any rights, title, interest or claim to provide sewer service in the area designated as belonging to the other party.
5. The City agrees to permit the County to connect its sanitary sewer system to, and discharge untreated wastewater into the City sanitary sewer transmission system at either the current meter vault on Tampa Road east of Sunflower Drive or future locations mutually acceptable to the City and the County.
6. The City agrees to accept and hereby commits to receive and treat up to 200,000 gallons per day, notwithstanding emergency situations, of treatment capacity, on an annual average daily basis, to the County at mutually acceptable points in the City's sanitary sewer transmission system and at the

City's wastewater treatment plant upon execution of this Agreement.

7. The City agrees to transport, treat and dispose of the untreated wastewater in a manner acceptable to the federal and state agencies having regulatory authority over such matters and the County hereby agrees to cooperate, as necessary, in permit applications or such other proceedings as may be necessary for the continued operation of the system.
8. The County projects that it will deliver to the City, untreated wastewater flows of approximately 200,000 gallons per day on an annual average daily basis to the mutually agreed upon locations. It is mutually agreed that this is an annual average and that maximum day, minimum day and peak hour flows will vary accordingly.
9. The Parties agree to maintain and regulate the use of their sanitary sewer systems to minimize infiltration, inflow, and introduction of wastes into the system, which could interfere with the biological treatment process or otherwise overload or damage the City's treatment plant, or which could interfere with or preclude the reuse of the treated wastewater produced at the City's treatment plant.
10. The City agrees to return to the County fully treated wastewater, hereafter referred to as reclaimed water, approved by the Florida Department of Environmental Protection for reuse on public access areas. It is mutually agreed that the County shall be entitled to reclaimed water in an amount not less than the amount of untreated wastewater delivered to the City for treatment plus 250,000 gallons per day except when the City cannot provide reclaimed water; however, nothing contained herein shall constitute a requirement on the part of the County to purchase or receive any amount of reclaimed water. When the County does not require delivery of reclaimed water or the City is unable to provide reclaimed water, 24 hours' notice shall be provided to the other party to make the necessary operational changes except in cases of emergencies when notice shall be provided as soon as possible.
11. The Parties mutually agree to make connections and install flow meters at locations to be determined for the purpose of determining flow volumes. The apportionment of costs for the treatment of wastewater and reclaimed water delivery shall be based on actual flow as determined by meter readings. The County agrees to be responsible to make the connections, including installation of meters.
12. The City agrees to submit to the County, on a monthly basis, invoices for wastewater treatment and reclaimed water delivery. The County agrees to remit payment to the City within 30 days of receipt of invoice. The City agrees that the County, its agent, or designee, shall have the right, at reasonable times and place, to inspect, review and copy said records.
13. The Parties agree that representatives of each agency shall have the right to enter and inspect the shared facilities, to read each other's flow meters at any reasonable time to determine the quantity of wastewater or reclaimed water delivered and the accuracy of the meters. In the event that a meter becomes inoperative, the flow applicable to that meter shall be calculated on the basis of the monthly flow for the preceding 12 month period unless the Parties can agree on estimate of flow that more accurately reflects usage during the period of the inoperative meters. The County agrees to maintain said meters in proper condition. Should any question arise as to the accuracy of the meters, the City may require any or all of the meters to be tested. Should the meters prove to be accurate within the meter specifications, the City shall pay all cost of testing.

Should the meter not be accurate to the degree required, the County shall pay for all cost of testing and repairing the meter.

14. **The Parties mutually agree that each may use the other's easements and rights-of-way for the construction of sanitary wastewater facilities and reclaimed water facilities at mutually acceptable locations and each shall assist the other to insure the efficient and economical operation of the system.**
15. The County shall designate an appropriate official to perform an ongoing industrial waste survey according to procedures established by Chapter 5 of the State of Florida manual titled "Pretreatment Guidance Manual" (2015). The official shall review, on a quarterly basis, all pertinent records (e.g., construction permits, business licenses, water use records), to determine if any new Significant Industrial Users (SIU's) will be locating, or have located within Pinellas County's service area as designated in Exhibit "C".
16. If no SIU's are discovered, Pinellas County shall certify in writing and document that there are no SIU'S, as defined by 62-625.200 F.A.C., connected to the Pinellas County sewer system in the service area designated in Exhibit "C". This written certification and documentation shall be signed by an appropriate official and shall be submitted to the City of Oldsmar on an annual basis in the last week of June of each year.
17. In the service area designated in Exhibit "C", if Pinellas County identifies any existing industrial user who subsequently changes its manufacturing process which causes it to be reclassified as an SIU, or if Pinellas County identifies any existing industrial user who subsequently becomes an SIU due to Federal or State changes, Pinellas County shall immediately provide written notification to the City of Oldsmar.
18. Pinellas County shall not authorize any new or reclassified SIU's located within its service area designated in Exhibit "C" to commence discharges to the sewer system until provision has been made between Pinellas County and the City of Oldsmar to oversee the industrial user's compliance with all applicable Federal, State, and local pretreatment requirements. This shall be accomplished by renegotiation of this Agreement to establish and designate administrative responsibilities between Pinellas County and the City of Oldsmar for all pretreatment legal and programmatic functions required by 40 CFR, Part 403 and Rule 62-625, F.A.C.
19. The term of this Agreement shall be ten (10) years and may, by mutual consent, be extended for an additional ten (10) years. This Agreement may be terminated by either party upon submittal of a written notice a minimum of two (2) years prior to the date of requested termination.
20. **The County will be billed for wastewater treatment and reclaimed water at the wholesale rate established by the City Council for each service. The wholesale rate shall be based on the County's pro rata share of the reasonable revenue requirements of the City's reclaimed water production, storage and transmission facilities and wastewater transmission and treatment facilities that are required to supply reclaimed water and wastewater treatment service to the County. The said wholesale rates may be revised at any time by the City Council as necessary to meet said revenue requirements. Written notice of not less than thirty (30) days shall be given to the County before any proposed wholesale rate increase is to be considered for adoption by the City Council. The following factors are the factors to be used in determining the wholesale rate:**

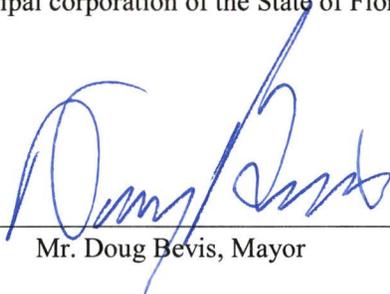
- A. Initial capital construction costs not included in principal and interest payments in Item C below.
 - B. Operations, maintenance, renewal, replacement and administrative costs, monitoring and permit compliance, including costs specifically required by state or federal regulations.
 - C. Payment obligations of annual principal and interest payments on bond indebtedness for reclaimed water pumping and transmission facilities, and wastewater transmission and treatment facilities.
 - D. Collection of coverage or other reserves as required by bond resolutions and ordinances.
 - E. Other reasonable costs to the City required to furnish reclaimed water to the County as described in A through E of this paragraph. In formulating or revising the wholesale rates to the County, only those expenses directly attributable to the cost of providing wholesale reclaimed water or wastewater treatment service shall be assessed as the wholesale rate, i.e., the wholesale rates shall be based on the true wholesale cost of providing the above services and the rates imposed shall not be used to subsidize the true cost of providing retail service for reclaimed water or wastewater treatment and transmission. The County's pro rata share shall be a ratio of the wastewater flow delivered by the County to the capacity of the facility used by the City to provide service.
 - F. The wholesale reclaimed water rate shall not exceed 60% of the City's retail reclaimed water rate for the appropriate consumption group.
21. The rate to be charged by the City to the County for treatment of wastewater shall be in accordance with the Rates and Fees for Bulk (wholesale) Sewer Rates as approved by the Oldsmar City Council. The initial fee charged by the City to the County for treatment of wastewater shall be \$3.43 per thousand gallons, subject to adjustment by the Oldsmar City Council.
22. The initial rate to be charged by the City to the County for delivery of reclaimed water shall be \$0.50 per thousand gallons subject to adjustment by the Oldsmar City Council.
23. The Parties mutually agree that the Sewer Service and Supply Agreements dated December 11, 1979 and March 19, 1998 shall be null and void.

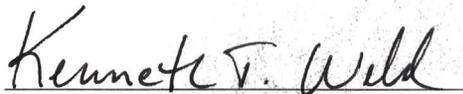
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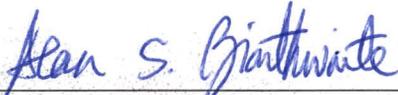
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

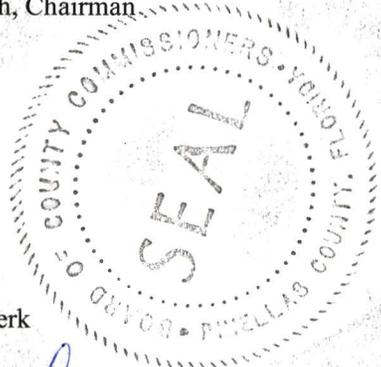
CITY OF OLDSMAR
A municipal corporation of the State of Florida

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

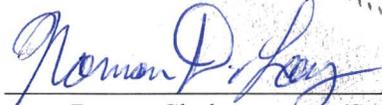
By: 
Mr. Doug Bevis, Mayor

By: 
Kenneth T. Welch, Chairman

By: 
Mr. Al Braithwaite, City Manager

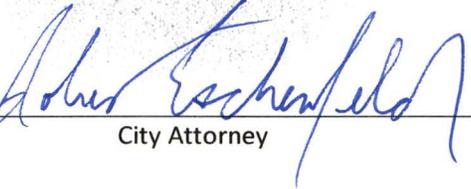


ATTEST: CITY CLERK
By: 
(Seal)

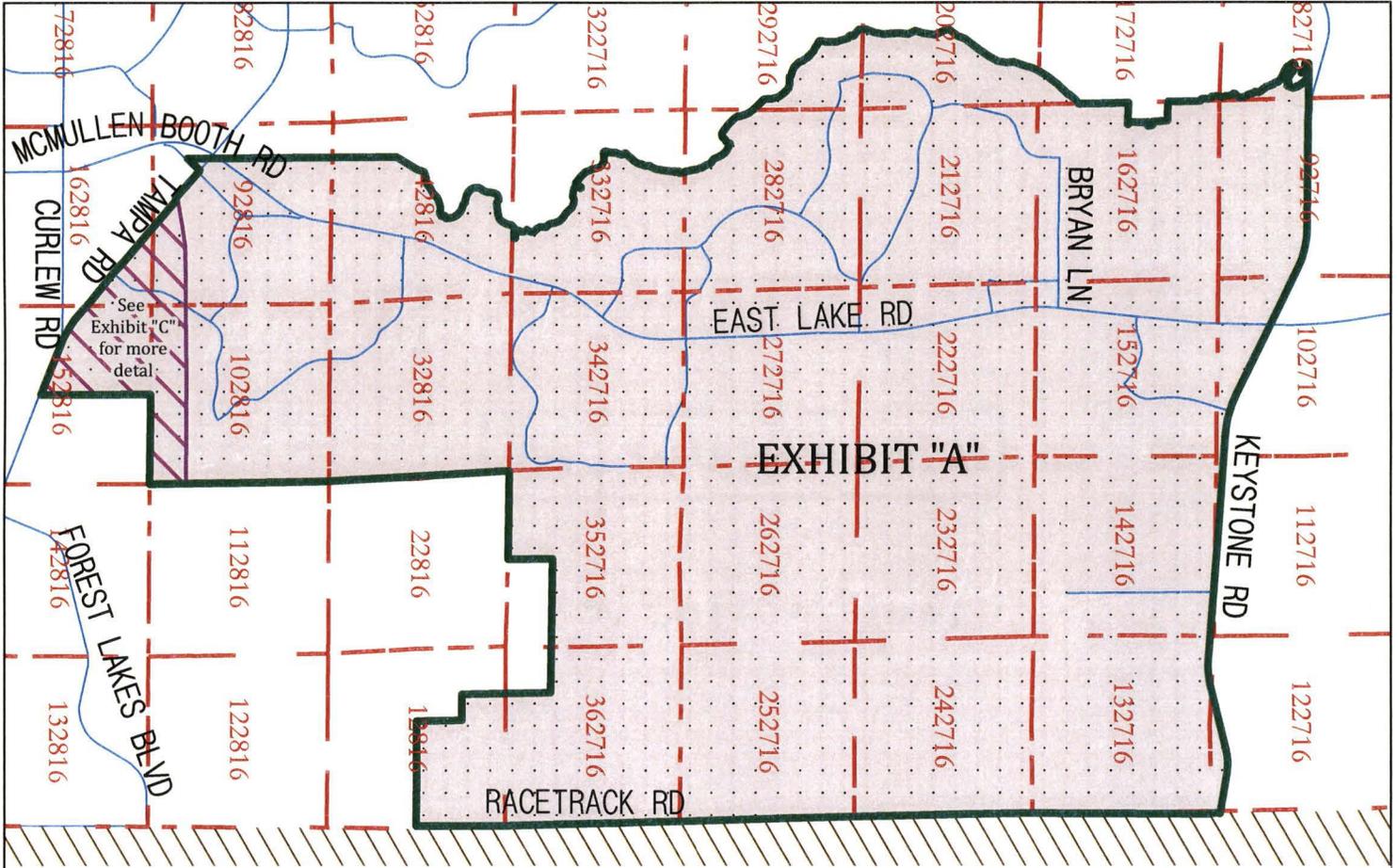
ATTEST: Ken Burke, Clerk
By: 
Deputy Clerk (Seal)

APPROVED AS TO FORM:

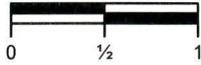
APPROVED AS TO FORM:

By: 
City Attorney

By: 
Office of County Attorney

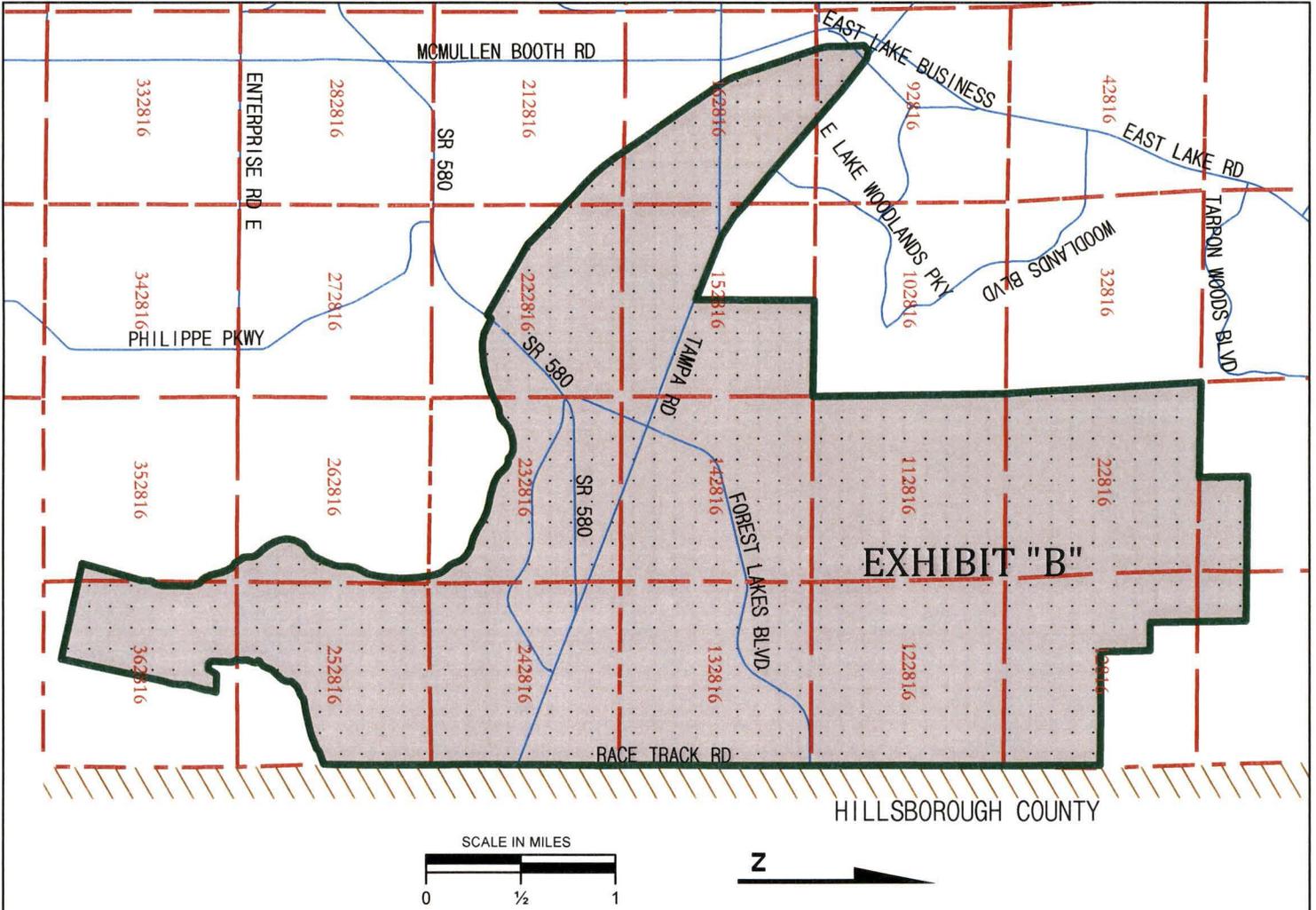


SCALE IN MILES

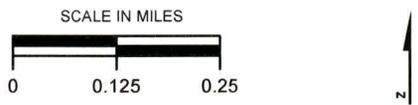
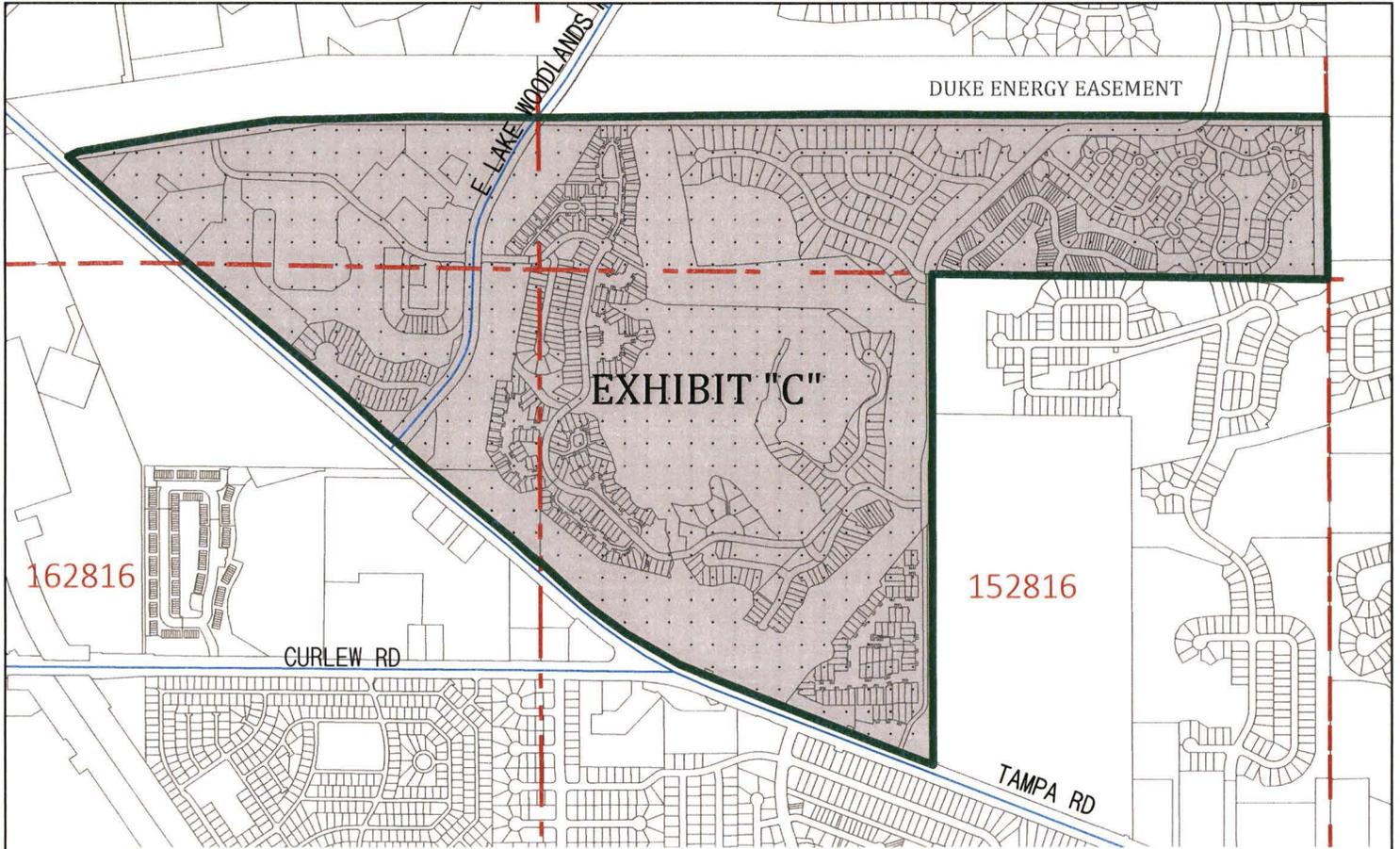


HILLSBOROUGH COUNTY

<p>CITY OF OLDSMAR, FLORIDA PUBLIC WORKS</p>	<p>TECHNICAL SERVICES DIVISION 100 STATE ST W OLDSMAR, FL 34677 PHONE (813) 749-1136</p>		<p>EXHIBIT "A"</p>	<p>Pinellas County Retail Sewer Service Area</p>	<p>EXHIBIT NOT A SURVEY</p>	<p>DATE: 9/19/2017</p>
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CITY OF OLDSMAR, FLORIDA PUBLIC WORKS	TECHNICAL SERVICES DIVISION 100 STATE ST W OLDSMAR, FL 34677 PHONE (813) 749-1136		EXHIBIT "B"	City of Oldsmar Retail Sewer Service Area	EXHIBIT NOT A SURVEY	DATE: 9/19/2017
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<p>CITY OF OLDSMAR, FLORIDA PUBLIC WORKS</p>	<p>TECHNICAL SERVICES DIVISION 100 STATE ST W OLDSMAR, FL 34677 PHONE (813) 749-1136</p>		<p>EXHIBIT "C"</p>	<p>Pinellas County Untreated Wastewater Flow Area</p>	<p>EXHIBIT NOT A SURVEY</p>	<p>DATE: 9/19/2017</p>
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