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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** John Cirello

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the "City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement".

District 2 Michael McLean

Bob Briggs

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**BACKGROUND:**

This agreement provides for water and wastewater capacity to serve a proposed 45,000 sf office building currently known as Inwood Office Park and future development located along the west side of Dovera Dr. west of the existing Oviedo Crossings. This property was not part of the City of Oviedo's DRI for the Oviedo Crossings due to the annexation into the City of Winter Springs.

**STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute the "City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement".

**ATTACHMENTS:**

1. Agreement
2. Atty Aprvl Ltr

**Additionally Reviewed By:**

County Attorney Review ( Susan Dietrich )

**CITY OF WINTER SPRINGS AND SEMINOLE COUNTY  
WHOLESALE WATER AND WASTEWATER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, hereinafter referred to as "WINTER SPRINGS".

**W I T N E S S E T H:**

WHEREAS, COUNTY owns and operates a water and wastewater system located in Seminole County, Florida; and

WHEREAS, COUNTY has available  water capacity adequate to serve future customers of WINTER SPRINGS; and

WHEREAS, COUNTY has wastewater capacity reserved and available at the Iron Bridge Regional Wastewater Treatment Plant owned by the City of Orlando and located in Seminole County, Florida; and

WHEREAS, WINTER SPRINGS wishes to connect to the COUNTY's water and wastewater system and purchase water and wastewater capacity on a wholesale basis from COUNTY to serve its future customers,

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. DEFINITIONS.** The parties agree that in constructing this Agreement, the following words, phrases and terms shall have the following meanings unless the context clearly indicates otherwise:

2.1 "Agreement" means this City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement as it may from time to time be modified.

2.2 "Collection Facilities" means the lines, pipes, meters and appurtenant equipment owned, operated and maintained by WINTER SPRINGS to collect wastewater and to transmit the same to the COUNTY'S Transmission Facilities.

2.3 "County Wastewater System"  means the COUNTY'S Transmission Facilities and the COUNTY'S allocated wholesale capacity at the Iron Bridge Wastewater Treatment Plant.

2.4 "County Water System" means those Production and Transmission Facilities owned and operated by the COUNTY.

2.5 "Distribution System" means those lines, pipes, meters and all other appurtenant equipment and facilities used to distribute potable water from the point of connection to individual customers and property owners.

2.6 "GPD" means gallons per day, average annual basis.

2.7 "Iron Bridge Wastewater Treatment Plant" or "Iron Bridge Facility" means those sewage treatment and disposal facilities used by COUNTY through agreement with the City of Orlando to treat wastewater

and detain, transmit and dispose of said treated wastewater in accordance with applicable regulatory requirements.

2.8 "Production and Transmission Facilities" means those lines, pumps, meters and other appurtenant equipment and facilities used by COUNTY to transmit water from the point of production to WINTER SPRINGS' point of connection.

2.9 "Transmission Facilities" means those lines, pipes, force mains, pumps, meters and appurtenant equipment and facilities used by COUNTY to transmit wastewater from the point of connection at the WINTER SPRINGS Collection Facilities to the Iron Bridge Facility or another COUNTY wastewater treatment facility.

2.10 "Wastewater Connection Fees" means those fees and charges established and collected by COUNTY to pay for wastewater service capacity sold hereunder.



2.11 "Wastewater Service Capacity" means the amount of wastewater flow measured in GPD which WINTER SPRINGS wishes to purchase from COUNTY and which COUNTY agrees to accept in its Transmission Facilities in accordance with this Agreement.

2.12 "Water Connection Fees" means those fees and charges established and collected by COUNTY to pay for water service capacity sold hereunder.

2.13 "Water Service Capacity" means the amount of water flow measured in GPD which WINTER SPRINGS wishes to purchase from COUNTY and which COUNTY agrees to sell and allocate from the COUNTY water system in accordance with this Agreement.

**SECTION 3. PURPOSE.** Subject to the terms and conditions hereinafter set forth, COUNTY shall sell and deliver to WINTER SPRINGS and WINTER SPRINGS shall purchase and receive from COUNTY wastewater and water service (hereinafter referred to as "Service"), as set forth herein. It is mutually acknowledged by both parties that the intent of this Agreement is for COUNTY to wholesale water and wastewater service to WINTER SPRINGS for WINTER SPRINGS to service its future customers.

**SECTION 4. TERM.** This Agreement shall continue in effect for ten (10) years from the date of execution hereof by the parties and shall be renewable for additional periods of ten (10) years each with the mutual consent of the parties. The parties shall have the option to terminate this Agreement by providing not less than sixty (60) days advance written notice of the effective date of termination in the manner specified in Section 21 hereunder.

**SECTION 5. PROVISION OF WATER SERVICE CAPACITY.** COUNTY shall provide Water Service Capacity to WINTER SPRINGS in the following manner and subject to the following terms and conditions:

**5.1 Capacity Purchase.**

(a) The parties acknowledge that WINTER SPRINGS has projected future Water Service Capacity needs of 4,500 GPD from COUNTY's water system. The COUNTY's obligation to provide the future needs of 4,500 GPD shall be contingent upon WINTER SPRINGS' payment to the COUNTY of applicable Water Connection Fees upon the COUNTY's execution of the Florida Department of Environmental Protection (FDEP) permit application for said capacity or any portion thereof during

this Agreement. If Water Connection Fees are not paid, all rights and obligations to the water capacity purchase of 4,500 GPD under this Agreement shall be terminated to the extent that such water capacity has not been purchased by WINTER SPRINGS.

(b) WINTER SPRINGS agrees to provide to the COUNTY, on or before October 1, 2008, and annually thereafter, a three (3) year projection of its Water Service Capacity needs.

(c) The COUNTY agrees to provide WINTER SPRINGS an option to reserve and purchase 33,500 GPD of additional capacity by payment of applicable Water Connection Fees; provided, however, that WINTER SPRINGS notifies the COUNTY at least two (2) years prior to the date that such additional capacity is needed. Any capacity not purchased by WINTER SPRINGS on or before the termination date of this Agreement shall be available for other COUNTY uses.

5.2 Operation and Maintenance of Production and Transmission Facilities. WINTER SPRINGS shall be responsible for the operation, maintenance and replacement of the Distribution System up to and including the point of connection to the COUNTY's Production and Transmission Facilities. Said point of connection is depicted on the map attached hereto and incorporated herein as Exhibit "A".

5.3 Metering.

(a) WINTER SPRINGS shall purchase, furnish and install metering equipment capable of measuring all flows from the COUNTY's Transmission System to the point of connection. The metering equipment shall remain the property of WINTER SPRINGS. WINTER SPRINGS shall be solely responsible for the operation, maintenance and

replacement of the metering equipment. COUNTY shall have the right to read the meter at any time and the right to free access thereto for meter reading, testing and billing purposes.

(b) The metering equipment shall be approved by the COUNTY, installed at a readily accessible location and be of standard make and type suitable for billing purposes. The metering equipment shall record flow with an error rate not exceeding plus or minus two percent ( $\pm 2\%$ ) of full scale reading. In calculating any billing adjustment, the COUNTY shall assume that the metering equipment inaccuracy existed for one-half ( $1/2$ ) of the entire time interval between metering equipment accuracy checks by either party. A billing adjustment shall be made at the rate established in accordance with Section 7 hereof. The volume used in the billing calculations shall be adjusted as described herein. 

(c) WINTER SPRINGS, at its expense, shall periodically inspect and test the metering equipment, at intervals recommended by the manufacturer unless otherwise requested by COUNTY. Written results of any meter inspections shall be provided by WINTER SPRINGS to COUNTY within ten (10) days of such inspections.

5.4 Water Service Capacity. The parties agree that after connection of WINTER SPRINGS' Collection Facilities to the COUNTY's Production and Transmission Facilities as provided herein, the COUNTY shall continuously provide to WINTER SPRINGS in accordance with this Agreement, Water Service Capacity which complies with all applicable governmental requirements; provided, however, the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation

to provide Water Service Capacity to the public generally. Upon connection of WINTER SPRINGS' Collection Facilities to the point of connection, any customers that connect into WINTER SPRINGS' Collection Facilities shall be customers of WINTER SPRINGS and pay WINTER SPRINGS' rates, fees, charges and deposits for water service.

**SECTION 6. WATER CONNECTION FEES.**

(a) As to the 4,500 GPD of Water Service Capacity reserved pursuant to subsection 5.1 herein, WINTER SPRINGS shall pay COUNTY Water Connection Fees at the COUNTY rate in effect at the time Water Connection Fees are paid to the COUNTY.

(b) WINTER SPRINGS shall pay to the COUNTY Water Connection Fees upon execution of FDEP permits for said capacity or any portion thereof. WINTER SPRINGS shall be solely responsible for the collection of the Water Connection Fees for each unit to be served; failure to collect the Water Connection Fees shall not relieve WINTER SPRINGS from its obligation to pay the COUNTY for the Water Connection Fees as agreed herein.

**SECTION 7. WHOLESALE WATER USER CHARGES.** COUNTY agrees to provide Water Service Capacity for use by WINTER SPRINGS in accordance with the terms and conditions set forth herein for a charge of \$1.13 per 1,000 gallons of water. COUNTY agrees to bill WINTER SPRINGS monthly based upon the number of gallons of water which pass through each meter each month. WINTER SPRINGS agrees to provide COUNTY with billing summaries of each account provided service within ten (10) days of the billing date. The billing summary for each metered service account shall include the meter reading for the prior month,

the current meter reading and the total gallons billed for that meter. WINTER SPRINGS agrees to pay for all water transmitted to the COUNTY'S Production and Transmission Facilities at this rate and make payments to COUNTY within forty-five (45) days from the date of the COUNTY'S bill. Failure to do so shall be considered a default by WINTER SPRINGS and processed as set forth in Section 17 herein.

**SECTION 8. PROVISION OF WASTEWATER SERVICE CAPACITY.** COUNTY shall provide Wastewater Service Capacity to WINTER SPRINGS in the following manner and subject to the following terms and conditions:

**8.1 Capacity Purchase.**

(a) The parties acknowledge that WINTER SPRINGS has projected future Wastewater Service Capacity needs of 4,500 GPD of COUNTY'S wastewater capacity allocation at the Iron Bridge Facility. The COUNTY'S obligation to provide the future needs of 4,500 GPD shall be contingent upon WINTER SPRINGS' payment to the COUNTY of applicable Wastewater Connection Fees upon the COUNTY'S execution of the FDEP permit application for said capacity or any portion thereof during this Agreement. If Wastewater Connection Fees are not paid, all rights and obligations to the wastewater capacity purchase of 4,500 GPD under this Agreement shall be terminated to the extent that such wastewater capacity has not been purchased by WINTER SPRINGS.

(b) WINTER SPRINGS agrees to provide to the COUNTY, on or before October 1, 2008, and annually thereafter, a three (3) year projection of its Wastewater Service Capacity needs.

(c) The COUNTY agrees to provide WINTER SPRINGS an option to reserve and purchase 30,000 GPD of additional capacity by payment

of applicable Wastewater Connection Fees; provided, however that WINTER SPRINGS notifies the COUNTY at least two (2) years prior to the date that such additional capacity is needed. Any capacity not purchased by WINTER SPRINGS on or before the termination date of this Agreement shall be available for other COUNTY uses.

**8.2 Operation and Maintenance of Collection Facilities.** WINTER SPRINGS shall be responsible for the operation, maintenance and replacement of its Collection Facilities including the master lift station to the point of connection to the COUNTY's Transmission Facilities. Said point of connection is depicted on Exhibit "A".

**8.3 Wastewater Service Capacity.** The parties agree that after connection of WINTER SPRINGS' Collection Facilities to COUNTY's Transmission Facilities as provided herein, the COUNTY shall continuously provide to WINTER SPRINGS in accordance with this Agreement, Wastewater Service Capacity which complies with all applicable governmental requirements; provided, however, the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide Wastewater Service Capacity to the public generally. Upon connection of WINTER SPRINGS' Collection Facilities to COUNTY's Transmission Facilities, any customers that connect into WINTER SPRINGS' Collection Facilities shall be customers of WINTER SPRINGS and pay WINTER SPRINGS' rates, fees, charges and deposits for wastewater service.

**SECTION 9. WASTEWATER CONNECTION FEES.**

(a) As to the 4,500 GPD of Wastewater Service Capacity reserved pursuant to subsection 8.1 herein, WINTER SPRINGS shall pay COUNTY

Wastewater Connection Fees at the COUNTY rate in effect at the time Wastewater Connection Fees are paid to the COUNTY.

(b) WINTER SPRINGS shall pay to the COUNTY Wastewater Connection Fees upon execution of FDEP permits for said capacity or any portion thereof. WINTER SPRINGS shall be solely responsible for the collection of its Wastewater Connection Fees for each unit to be served; failure to collect its Wastewater Connection Fees shall not relieve WINTER SPRINGS from its obligation to pay the COUNTY for the Wastewater Connection Fees as agreed herein.

**SECTION 10. WHOLESALE WASTEWATER USER CHARGES.** COUNTY agrees to provide Wastewater Service Capacity for use by WINTER SPRINGS in accordance with the terms and conditions set forth herein for a charge of \$2.80 per 1,000 gallons of wastewater. COUNTY agrees to bill WINTER SPRINGS monthly based upon  the number of water gallons metered each month by WINTER SPRINGS. WINTER SPRINGS agrees to pay for all wastewater transmitted to the COUNTY's Transmission Facilities at this rate and make payments to COUNTY within forty-five (45) days from the date of the COUNTY's bill. Failure to do so shall be considered a default by WINTER SPRINGS and processed as set forth herein.

**SECTION 11. RETURN OF UNUSED CAPACITY.** If WINTER SPRINGS is unable to use all or any portion of the Water and/or Wastewater Service Capacity reserved hereunder, WINTER SPRINGS may request in writing to return said surplus to COUNTY. The COUNTY may purchase such surplus capacity from WINTER SPRINGS at the rate originally paid by WINTER SPRINGS for said Water and/or Wastewater Service Capacity. WINTER SPRINGS shall not be entitled to nor shall receive any interest

on the fees or charges paid to the COUNTY. The COUNTY may defer the purchase thereof until it has identified a qualified customer or customers ready, willing and able to pay the applicable Water and/or Wastewater Connection Fees and until said customer has paid the Water and/or Wastewater Connection Fees.

**SECTION 12. CHANGE OF RATES.** In the event COUNTY during this Agreement proposes a new rate schedule or amended rate schedule applicable to wholesale water or wastewater service, the COUNTY shall forward to WINTER SPRINGS a copy of such proposed rate commencing with the next billing period after the effective date. The purpose of this Section is disclosure only and shall not grant WINTER SPRINGS any right to appeal any rate increase. COUNTY hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under wholesale water or wastewater service and agrees that, during this Agreement, WINTER SPRINGS shall continue to be billed at the lowest available rate for equivalent wholesale water or wastewater service.

**SECTION 13. PRETREATMENT REQUIREMENTS.**

(a) WINTER SPRINGS agrees that the COUNTY, in the operation and maintenance of its water and wastewater systems, has certain obligations to protect the health, safety and welfare of the public and prevent undue burden to the COUNTY's customers resulting from extraordinary discharges attributable to WINTER SPRINGS. WINTER SPRINGS shall ensure that wastewater discharged into the COUNTY's Transmission Facilities complies with the pretreatment requirements of Seminole County Code, Part 5, Chapter 270, known as the "Industrial

Pretreatment Ordinance" or the "Seminole County Wastewater System Rules". WINTER SPRINGS shall comply with applicable Federal and State pretreatment regulations and standards, including, but not limited to, 40 Code of Federal Regulations and Chapter 62-265, Florida Administrative Code. WINTER SPRINGS shall comply with Federal, State and local statutes, laws, ordinances, resolutions, rules and regulations relating to use of and discharge to the COUNTY's water and wastewater system as may be adopted from time to time by governmental entities. COUNTY shall provide WINTER SPRINGS with copies of applicable COUNTY ordinances, resolutions, rules and regulations now in effect and as same may be adopted or amended by COUNTY from time to time.

(b) The parties agree that a violation of said Seminole County Wastewater System Rules may not  be construed as a default by WINTER SPRINGS hereunder provided this discharge is not the fault of WINTER SPRINGS and WINTER SPRINGS uses due diligence and emergency police powers as required to ensure such discharge is discontinued and future potential discharges are prevented.

**SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto.

**SECTION 15. LIABILITY.** COUNTY shall make all reasonable efforts to prevent interruption of service, and when such interruptions occur, shall endeavor to reestablish service with the shortest possible delay consistent with safety to its customers and the general public.

**SECTION 16. ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations herein to any other party.

**SECTION 17. DEFAULT.**

(a) Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default, or specific performance to enforce this Agreement, subject to State law.

(b) In the event of a default by WINTER SPRINGS, COUNTY agrees that it shall not discontinue service to WINTER SPRINGS provided all payments for service required hereunder are made by WINTER SPRINGS and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event WINTER SPRINGS disputes the amount payable for service pursuant to this Agreement, WINTER SPRINGS shall continue to make such payments but may make such payments under protest.

(c) In the event of default by COUNTY, WINTER SPRINGS shall be entitled to any and all remedies available to customers of the COUNTY water and wastewater systems. Each of the parties hereto shall give the other party written notice of any defaults hereunder, allow the defaulting party thirty (30) days from the date of receipt to cure such defaults and otherwise comply with any State law to resolve disputes between local governments.

**SECTION 18. FORCE MAJEURE.** In the event any party hereunder fails to satisfy in a timely manner any requirements by this Agreement, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

**SECTION 19. PUBLIC RECORDS LAW.** Each party shall allow public access to all documents, papers, letters or other material which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

**SECTION 20. CONFLICT OF INTEREST.**

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**SECTION 21. NOTICES.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

**For WINTER SPRINGS:**

Ronald W. McLemore, City Manager  
City of Winter Springs  
1126 E. S.R. 434  
Winter Springs, FL 32708

**For COUNTY:**

Seminole County Manager  
Seminole County Services Building   
1101 E. First Street  
Sanford, FL 32771

With a copy to:

Seminole County Attorney  
Seminole County Services Building  
1101 E. First Street  
Sanford, FL 32771

**SECTION 22. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 23. TIME OF THE ESSENCE.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when and executed and delivered, shall be original but all counterparts shall together constitute one and the same instrument.

**SECTION 25. HEADINGS.** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

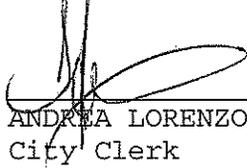
**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the acts contemplated to be performed herein, including those in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 27. GOVERNING LAW.** This Agreement shall be governed by and construed, controlled and interpreted in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

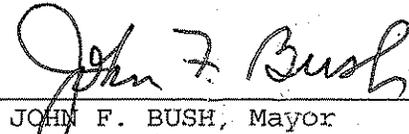
SECTION 29. ENTIRE AGREEMENT: EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:

  
ANDREA LORENZO-LUACES  
City Clerk

CITY OF WINTER SPRINGS

By:   
JOHN F. BUSH, Mayor

Date: 8/13/2007



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

SED/lpk

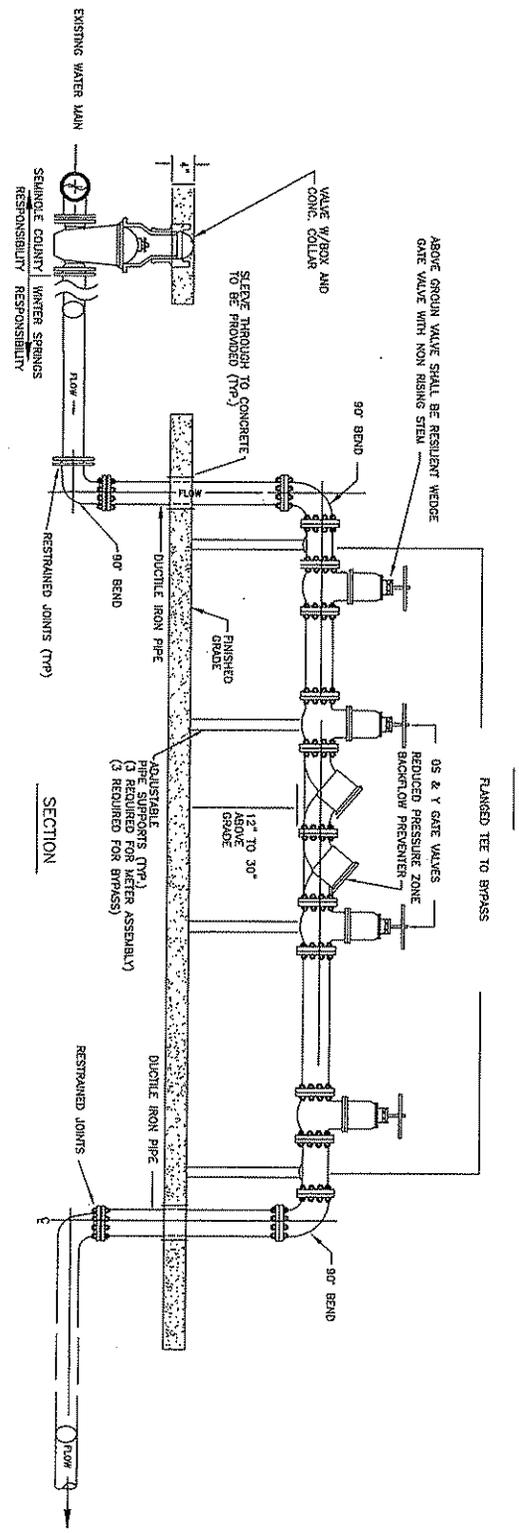
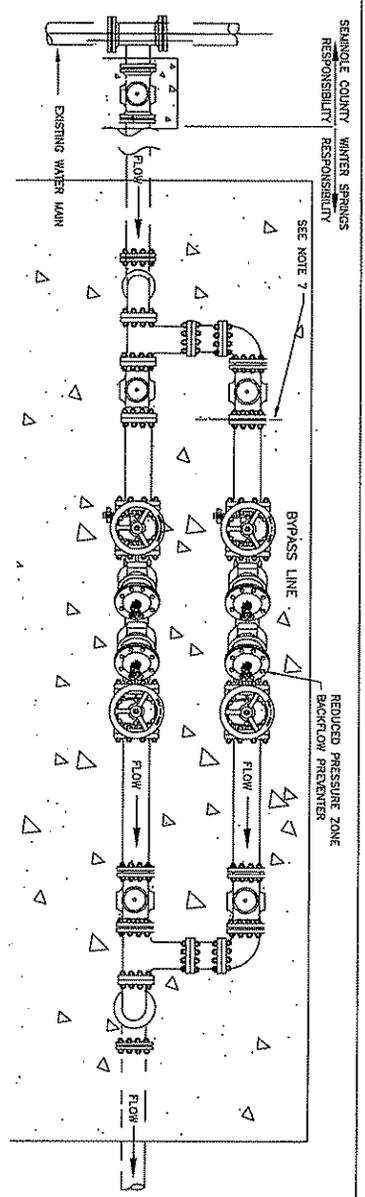
6/25/07

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Attachment:

Exhibit "A" - Map of Connection Points/Water and Sewer





- NOTES:
1. THE OWNER/CONTRACTOR, AT HIS OR HER OWN EXPENSE, SHALL INSTALL, OPERATE, TEST AND MAINTAIN APPROVED BACKFLOW PREVENTION ASSEMBLIES AS DIRECTED BY THE WATER AND SEWER DIVISION. ALL PIPE AND FITTINGS ABOVE GRADE SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
  2. ALL PIPE AND FITTINGS THREE (3) INCHES AND LARGER SHALL BE RESTRAINED JOINT DUCTILE IRON PIPE. ABOVE GRADE JOINTS SHALL BE FACTORY-FLANGED. BELOW GRADE JOINTS MECHANICAL RESTRAINED JOINT ENDS.
  3. THE ABOVE GROUND BYPASS LINE SHALL BE SIZED FOR FIRE FLOW REQUIREMENTS.
  4. BACKFLOW PREVENTER REQUIREMENTS:  
REDUCED PRESSURE ZONE (RPZ)

5. PAINT ENTIRE ASSEMBLY BLACK AND FINISH WITH 2 COATS OF EXTERIOR ENAMEL. LABELS MUST BE PROTECTED.
6. CONCRETE PAD SHALL EXTEND 3 FT. OUT FROM OUTSIDE EDGE OF ABOVE GROUND PIPING, ALL AROUND, AND SHALL BE MONOLITHIC AND CONTINUOUS.
7. SEMINOLE COUNTY LINE OF RESPONSIBILITY AFTER SYSTEM IS ACCEPTED BY REGULATORY AUTHORITIES AND SEMINOLE COUNTY SHALL BE UP TO THE DOWNSTREAM FLANGE OF THE MAIN ISOLATION VALVE AFTER THE WET TAP. (SEE ABOVE DRAWING)

**ISOLATION VALVE AS SHAWN ABOVE**

**Klima Weeks**  
 CIVIL ENGINEERING  
 385 DUNCAN AVE. STE. 200  
 ATLANTA, GEORGIA 30318  
 TEL: 404.527.1111  
 FAX: 404.527.1112  
 WWW.KLIMAWEEKS.COM

**INWOOD OFFICE BUILDING  
 FOR  
 HUNTON BRADY ARCHITECTS  
 UTILITY DETAILS**

Revised: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Project number: \_\_\_\_\_  
 Revision: \_\_\_\_\_

**EXHIBIT-A**  
 2 OF 2



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Becky Noggle, OSP Coordinator  
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney  
Ext. 5736

Date: August 22, 2007

Subject: Wholesale Water and Wastewater Service Agreement between the  
City of Winter Springs and Seminole County

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In response to your recent request, I reviewed the City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement proposed between the City of Winter Springs and Seminole County. The Agreement is acceptable as submitted; however, I did not review the Agreement for accuracy of capacity allocation or other technical matters.

I am returning the original document for further processing by authorized County personnel.

Please call if you have any questions.

SED/sb

Attachment:

City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement