

**WHOLESALE SEWER SERVICE AGREEMENT BETWEEN
THE CITY OF ALTAMONTE SPRINGS AND THE TOWN OF EATONVILLE**

THIS WHOLESALE SEWER SERVICE AGREEMENT (the “**Agreement**”), is made this _____ day of _____, 2023, by and between the **CITY OF ALTAMONTE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**Altamonte**" and the **TOWN OF EATONVILLE**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**Eatonville**". Altamonte and Eatonville may sometimes be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Altamonte operates and maintains the “Altamonte System,” as defined herein, comprised of wastewater collection, transmission, treatment, and disposal facilities which include, but are not limited to pipes, lift stations, pumps, force mains, and all other appurtenant equipment and facilities used by Altamonte to transmit wastewater to the headworks of the Altamonte Springs Regional Water Reclamation Facility and to treat and dispose of wastewater through the treatment processes at the Altamonte Springs Regional Water Reclamation Facility, located in Seminole County, Florida; and

WHEREAS, Eatonville operates and maintains the “Eatonville System,” as defined herein, comprised of wastewater collection and transmission facilities which include, but are not limited to, pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of the Eatonville System to the Altamonte System under existing agreements between the Parties; and

WHEREAS, the Parties have previously entered into an agreement for wholesale sewer treatment and disposal services, which agreements include, without limitation, the January 7, 1982 and the February 24, 1999 Amendment (collectively, the Prior Agreements).

WHEREAS, the existing aforesaid agreements for wholesale sewer treatment and disposal service rely on a monthly payment formula for Altamonte's treatment and disposal of wastewater based upon metered potable water consumption for individual Eatonville customers that may not accurately reflect the volume of wastewater transmitted by Eatonville to the Altamonte Springs Regional Water Reclamation Facility for treatment and disposal services; and

WHEREAS, the parties previously agreed to a monthly fixed volume of billing of 252,893 gallons per day (gpd) which has been the basis for billing since approximately the year 2000; and

WHEREAS, Eatonville completed in September 2020 improvements to the master wastewater lift station on Park Place that included metering of actual wastewater flows from that lift station; and

WHEREAS, Eatonville represents that all existing wastewater flows transmitted to Altamonte Springs system are pumped or repumped from the Park Place master lift station, a private lift station at the northeast corner of Keller Road and Kennedy Boulevard, and other known (and unknown) private lift stations which contribute flow to the Altamonte System; and

WHEREAS, Eatonville conveys their wastewater flows through a force main owned and operated by Eatonville that terminates at a manhole at the corner of McNorton Road and Keller at which point the flow enters the Altamonte Springs system; and

WHEREAS, Altamonte Springs desires to rely on metered wastewater flows for billing purposes wherever and whenever possible to more accurately reflect wastewater flows transmitted to Altamonte Springs system; and

WHEREAS, Eatonville has approved for construction new development that will send

additional wastewater flows to the Altamonte Springs system that may exceed the current baseline billing flow of 252,893 gpd and Altamonte Springs desires to be compensated for the extra flows; and

WHEREAS, Eatonville agrees not to exceed the a total wastewater flow to the Altamonte System of 500,000 gpd, and in the event flows do exceed 500,000 gpd, Altamonte Springs will be compensated an additional fifty percent (50%) surcharge for the extra flows; and

WHEREAS, it is the desire and intent of the Parties to void the aforesaid agreements in their entirety and to: (i) consolidate, supersede, and replace all previous agreements to include, without limitation, the Prior Agreements dated January 7, 1982 and February 24, 1999, with this Agreement; (ii) harmonize wholesale sewer treatment and disposal service business practices under a unified agreement (iii) provide for expanded sewer service to Eatonville through the Altamonte System to accommodate new development and redevelopment of Eatonville projects; (iv) more accurately measure Eatonville's wastewater flows transmitted for treatment and disposal services to Altamonte; and (vi) accomplish the mutual goals and needs of the Parties for continued wastewater treatment and disposal services through the Altamonte System; and

WHEREAS, Eatonville desires to use the Altamonte System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers within specific areas, said specific areas being a portion of Eatonville's wastewater utility service area, which are depicted in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Eatonville Wholesale Sewer Service Area**"); and

WHEREAS, Altamonte agrees to treat and dispose of the wastewater flows from the Eatonville Wholesale Sewer Service Area for Eatonville's present and future needs, for the consideration hereafter set forth and according to the terms and conditions hereafter set forth;

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

1.0 INCORPORATION OF RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

2.0 DEFINITIONS. The Parties agree that in constructing this Agreement, the following words, phases, and terms shall have the following meaning unless the context clearly indicates otherwise:

2.1 “Agreement” – This Wholesale Sewer Service Agreement between Altamonte and Eatonville for wastewater treatment and disposal as it may from time to time be modified by written amendment executed by the Parties.

2.2 “Altamonte Springs Regional Water Reclamation Facility” - Treatment and disposal facilities used by Altamonte to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable regulatory requirements.

2.3 “Altamonte System” - The wastewater collection, transmission, treatment, and disposal facilities owned, operated and maintained by Altamonte to accept, treat, and transmit Eatonville’s wastewater flows from the Connection Point in accordance with the terms and conditions of this Agreement.

2.4 “Annual Average Daily Flow (AADF)” – Shall be calculated as the total wastewater flow delivered by Eatonville at the Connection Point for treatment and disposal during the Annual Payment Period divided by 365 days.

2.5 “Annual Payment Period” – The Annual Payment Period shall begin on October 1 of each calendar year and end on September 30 of the next following calendar year.

2.6 “Change or Expanded Use” - Any substantial modification to any user’s building from the approved Development Plan that increases the building square footage or results in a change in the ERU classification as defined by the Altamonte Code of Ordinances (e.g., from retail to restaurant use; from commercial to a school facility use; from single family

residence to commercial use; etc.). In the case of an increase of a commercial building square footage or change in the ERU classification, Altamonte shall evaluate the proposed change to determine whether additional Connection Fees shall be due as a result of such Change or Expanded Use.

2.7 “Connection Fees” – Impact fees and charges established by the Altamonte Code of Ordinance and collected by Altamonte as described by this Agreement to purchase wastewater service capacity for new utility connections or expanded utility services as a result of a Change or Expanded Use.

2.8 “Connection Point” – The location where the Eatonville Transmission Facilities connect to the Altamonte System. The Connection Point is shown on **Exhibit “C”** - **Transmission Facilities Plan.**

2.9 “Development Plans” – The engineering and/or architectural drawings, engineering reports, and other supporting documents prepared by a developer’s consultant for the purposes of site/building development.

2.10 “Effective Date” - The Effective Date of this Agreement shall be the last date that this Agreement is executed by either of the Parties hereto.

2.11 “Emergency Condition” means a condition that necessitates an expeditious delivery of wastewater to prevent or combat imminent peril to the public health, safety, or welfare and may include a natural disaster or other “Force Majeure” event.

2.12 “ERU” – An equivalent residential unit as established by the terms and definitions of the Altamonte Code of Ordinances.

2.13 “Existing Customer Base” - Those existing users presently connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area and transmitting flows to the Altamonte System as of the date of this Agreement, and those existing users

presently connected to Eatonville's existing central sewer system within the Eatonville Wholesale Sewer Service Area as identified on **Exhibit "A"**.

2.14 "Eatonville System" – The wastewater collection and transmission facilities which include, but are not limited to pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of Eatonville's wastewater system to the Altamonte System in accordance with the terms and conditions of this Agreement.

2.15 "Eatonville Transmission Facilities" – The wastewater transmission pipes, and other facilities and appurtenances, constructed by Eatonville individually or in partnership with others, used to transmit wastewater flows to the Altamonte System at the specified Connection Point. The Eatonville Transmission Facilities currently include, but are not limited to, the force main on Keller Road. Collectively, these key wastewater transmission pipe conveyances transmit wastewater flows to the Altamonte System. It is understood that Eatonville shall own, operate, and maintain the Eatonville Transmission Facilities to its Connection Point at the Altamonte System in accordance with the terms and conditions of Agreement. The Eatonville Transmission Facilities shall be shown on **Exhibit "C" - Transmission Facilities Plan**.

2.16 "Estimated Flows" – Eatonville has (at least) two private lift stations connected to their system for which there is no meter. These are the private lift station at the northeast corner of Keller Road and Kennedy Boulevard and a small private lift station from a business located on Kennedy Boulevard. Eatonville will review the potable water consumption history for these properties and will determine the estimated flow based on 100% of the highest three consecutive months in the prior twelve months. Periodically, or upon request from Altamonte Springs, Eatonville will redetermine the estimated flows based on the formula above. If either Altamonte or Eatonville discovers additional private lift stations contributing unmetered flow to the Eatonville transmission system, the same methodology will be used to incorporate that flow into the estimated flow calculations.

2.17 "Meter Locations" – The locations of the master metering devices and

equipment used for measuring Eatonville wastewater flows to the Altamonte System. The Meter Locations shall be shown on **Exhibit “C” - Transmission Facilities Plan** and shall collectively be used for the purpose of monitoring wastewater flows delivered to the Altamonte System for treatment and disposal, calculating the Monthly Minimum based on an Annual Average Daily Flow (AADF), and the payment of monthly Treatment Charges.

2.18 “Metered Flows” – The metered flows for Eatonville are the sum of the Park Place Master Lift Station and the new development lift station meters (currently identified as Lake Weston Apartments and Enclave at Lake Shadow Apartments). Eatonville will require any new development that requires a lift station to install a mag meter which will then be added to the metered flows listed above.

2.19 “Monthly Minimum” – The minimum amount of wastewater Eatonville must compensate Altamonte for on a monthly basis during the Annual Payment Period, and each year thereafter, regardless of whether Eatonville can verify the actual or not, the quantity of wastewater delivered to Altamonte for treatment and disposal during any given said monthly payment period, except as otherwise provided in this Agreement. Eatonville’s initial Monthly Minimum under this Agreement shall be based on an Annual Average Daily Flow (AADF) of 252,938 gallons per day.

2.20 New User Connections. Any connection by a new user not presently connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area or not presently transmitting flows to the Altamonte System as of the date of this Agreement. However, New User Connections shall not include Eatonville’s existing users presently connected to Eatonville’s existing central sewer.

2.21 “Transmission Facilities Plan” - The plan used to depict the established Connection Point, master metering devices and equipment locations, odor control equipment and location (if required), and other such appurtenances as necessary to transmit wastewater flows from the Eatonville System to the Altamonte System and as required under this Agreement, and as identified on **Exhibit “C”** attached hereto and incorporated herein by reference (the “**Transmission Facilities Plan**”). In the event that the Eatonville

Transmission Facilities are altered to include or remove additional metering devices, odor control equipment and other such appurtenances necessary to transmit wastewater flows to the Altamonte System, Eatonville shall amend the Transmission Facilities Plan to depict such changes and shall submit the amended Transmission Facilities Plan to Altamonte for review and approval. Any subsequent revisions thereto, as approved by said Parties, shall be evidenced and implemented by an amendment to **Exhibit “C”** – **Transmission Facilities Plan**, signed by the City Managers of the Parties.

2.22 “Treatment Charges” – Rates and charges for similar wholesale sewer bulk users established by Altamonte Code of Ordinances for the payment of treatment and disposal of wastewater flows transmitted from the Eatonville System to the Altamonte System. In no event shall the Treatment Charges to Eatonville be higher than the lowest rates and charges Altamonte charges to any similar wholesale sewer bulk user.

2.23 “Eatonville Wholesale Sewer Service Area” – The land area served by the Altamonte System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers and referenced herein as **Exhibit “A”** – Eatonville Wholesale Sewer Service Area.

3.0 PURPOSE. Subject to the terms and conditions hereinafter set forth, Altamonte shall provide to Eatonville, and Eatonville shall purchase and receive from Altamonte, wastewater treatment and disposal services for wastewater flows from Existing Customer Base within the Eatonville Wholesale Sewer Service Area as set forth herein. In addition, it is mutually acknowledged by both Parties that the intent of this Agreement is for Altamonte to provide wholesale sewer service to Eatonville in order to serve Eatonville’s future users and accommodate redevelopment within the Eatonville Wholesale Sewer Service Area.

4.0 CAPACITY.

4.1 Existing Customer Base Wastewater Capacity. Upon execution of this Agreement by both Parties, Altamonte agrees to continue to accept and treat wastewater flows generated by the Existing Customer Base within the Eatonville Wholesale Sewer

Service Area.

4.2 Capacity Reservation Restrictions. Altamonte shall not permit or, to the extent legally possible, allow capacity reservations or connections in excess of the total capacity of the Altamonte System, as from time to time may be authorized and permitted by those regulatory agencies having jurisdiction thereof. Notwithstanding, Altamonte agrees to accept wastewater flows from the Eatonville Wholesale Sewer Service Area up to 500,000 Gallons per Day as capacity is available in the Altamonte System. Except as otherwise provided below, Altamonte reserves the absolute right to reserve capacity in the Altamonte System so as to be able at all times to provide wastewater treatment service to property within Altamonte. The amount of presently unreserved capacity as Altamonte might elect to reserve for itself or others shall be at the sole discretion of Altamonte. However, Altamonte's reservation of capacity for itself or others shall not be taken from capacity allocated to Eatonville users identified by Parties as: (i) an existing customer within its Existing Customer Base having made connection to the Eatonville System in accordance with this Agreement; (ii) a subsequent approved New User Connection; or, iii) subsequent approved Change or Expanded Use.

4.3 Wholesale Sewer Service Area Expansion. Eatonville requests and Altamonte agrees to treat and dispose of wastewater collected by Eatonville which is generated in the Eatonville Wholesale Sewer Service Area over and above the Existing Customer Base for New User Connections or Change or Expanded Use, as capacity is available. The Eatonville Wholesale Sewer Service Area may be adjusted from time to time as mutually agreed upon by the Parties as evidenced and implemented by an amendment to **Exhibit "A"** – Eatonville Wholesale Sewer Service Area, signed by the City Managers of the Parties. In the event Altamonte's capacity is exhausted and Altamonte cannot accept additional wastewater flows above the Existing Customer Base for New User Connections or Change or Expanded Use, Eatonville may obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater treatment and disposal services for the capacity above what is being sent to the Altamonte System for treatment and disposal. If mutually beneficial and agreed to by the Parties, Eatonville may participate in the expansion of the Altamonte System for additional permitted

capacity.

4.4 Transfer of Capacity. Eatonville's capacity, and any additional capacity granted hereunder shall not be sold, sublet, transferred, assigned or hypothecated by Eatonville, in whole or in part, except in accordance with this Agreement. However, this does not prevent Eatonville from providing wastewater services to Eatonville's retail utility customers using said allocated capacity. In all events and under all circumstances, Altamonte shall have the right to approve or deny approval of any sale, assignment, subletting, transference, or hypothecation of Eatonville's capacity notwithstanding any language, either previous or subsequent hereto (contained within this Agreement).

5.0 EATONVILLE SYSTEM.

5.1 Operation and Maintenance. Eatonville shall, at its cost and expense, operate and maintain the Eatonville System as necessary to properly transmit and measure its wastewater flows from the Eatonville Wholesale Sewer Service Area to the designated Connection Point in accordance herewith and with the rules and regulations of the governmental agencies having jurisdictional authority thereof. Eatonville shall pay all costs associated with any required modifications to the Eatonville Transmission Facilities to implement continuous flow measuring required under this Agreement. Eatonville will operate and maintain the Eatonville Transmission Facilities so as to provide proper design and operation in conjunction with the operation of the Altamonte System. Except where otherwise provided herein, Altamonte shall have the right to inspect all of the Eatonville Transmission Facilities, and any related appurtenances and connections thereto, at all reasonable times and at any time in the event of an emergency.

5.2 Transmission Facilities Modifications for Flow Measuring Plan Approval. Eatonville has initiated and will continue to implement changes to the Eatonville System for the transmission of wastewater flows to the Altamonte System for treatment and disposal in accordance with this Agreement. The flow measuring devices and equipment required by this Agreement shall be installed at the locations depicted on the Transmission Facilities Plan. The flow measuring devices, all appurtenant items and any modifications

thereto shall be submitted to Altamonte for review, and Altamonte's written approval shall be required as a condition precedent to said modifications being constructed and implemented. Such approval by Altamonte may be taken by Eatonville as assurance that the modifications to Eatonville's Transmission Facilities shown on the Transmission Facilities Plan meet Altamonte's requirements.

5.3 Eatonville System Upgrades. Alterations, additions to transmission equipment, or transmission system upgrades (e.g., air release valves, pump upgrades, force mains) to the Eatonville System, which enable or facilitate subsequent New User Connections, a Change or Expanded Use, and wastewater flows to the Altamonte System, may be required. Eatonville shall monitor the Eatonville System, including flows through the Eatonville Transmission Facilities, to determine the cumulative effect of capacity above the Existing Customer Base, and any subsequent additional capacity approved by Altamonte under this Agreement. This monitoring shall enable Eatonville to plan for and provide alterations, additions to equipment, or system upgrades required to the Eatonville System in order to accommodate any additional future capacity not already approved by Altamonte.

6.0 EXISTING EATONVILLE USERS AND WASTEWATER FLOWS.

6.1 Existing Customer Base. Altamonte agrees to accept for treatment and disposal the wastewater flows generated by those properties as currently developed and presently connected to Eatonville's existing central sewer system as of the date of this Agreement and as identified on **Exhibit "B"** - Existing Customer Base. With the exception of a Change or Expanded Use in accordance with Section 7 – CONNECTION FEES, below, Eatonville's existing users within the Existing Customer Base shall not be subject to Connection Fees imposed by Altamonte as a result of this Agreement. However, Eatonville shall be responsible for all Treatment Charges for such existing user's wastewater flows transmitted to the Altamonte System.

6.2 Monthly Billing. Altamonte Springs will invoice Eatonville monthly the greater of the Monthly Minimum or the sum of the Metered and Estimated Flows.

7.0 CONNECTION FEES. Eatonville shall pay to Altamonte a Connection Fee for any and all new user connections not presently connected to Eatonville's System and identified in the Existing Customer Base regardless of Eatonville's metered wastewater flows, if such new users'

wastewater flows are serviced by Altamonte. Existing users within the Existing Customer Base shall also be subject to the payment of Connection Fees for a Change or Expanded Use in accordance with this Agreement. Connection Fees for any New User Connections, and any existing user connections subject to a Change or Expanded Use, shall be calculated on an ERU basis for the user “classification” as may be applicable, at the wholesale rate for wastewater connections. The wholesale rate for wastewater connections is currently based on the “wastewater treatment facility connection” charge for customers outside Altamonte’s city limits. The user “classification” and “wastewater treatment facility connection” charge shall be as defined by Chapter 26 of the Altamonte Code of Ordinances and as in effect at the time service is provided by Altamonte. Notice of any rate, charge, or fee for services under this Agreement shall be provided by Altamonte in accordance with Florida Statute 180.136, as amended and revised. Connection Fee calculations, approvals, payment processing, and the tracking of the new user connections are provided in Sections 7.1-7.4 below.

7.1 New User Connections. The request for service for New User Connections shall be initiated by Eatonville’s completion and submittal of a new service request application from Eatonville requesting that wastewater capacity be provided for the new connection. An example of the new service request form is depicted by **Exhibit D** attached hereto and referenced herein (the “**New Service Request Application**”); however, the New Service Request Application form may be updated from time to time by Altamonte without an amendment to this Agreement. The New Service Request Application must be accompanied by all appropriate materials (e.g., Development Plans, FDEP permit applications, etc.) as applicable, and as requested by Altamonte, for processing by Altamonte.

7.2 Change or Expanded Use. When a user classification changes or an expanded use occurs so as to increase the number of ERUs due, in accordance with Chapter 26 of the Altamonte Code of Ordinances, over the number of ERUs connected for an existing user, the user shall be allowed a credit against the “wastewater treatment facility connection” charges. The request for a Change or Expanded Use shall be initiated by Eatonville’s completion and submittal of a Change or Expanded Use application from Eatonville requesting that additional wastewater capacity be provided for Change or Expanded Use.

An example of the Change or Expanded Use application is depicted by **Exhibit “E”** attached hereto and incorporated herein (the “**Change or Expanded Use Application**”); however, the Change or Expanded Use Application form may be updated from time to time by Altamonte without an amendment to this Agreement. The additional Connection Fee resulting from the Change or Expanded Use shall be due and payable prior to Altamonte’s execution of the FDEP permit applications and prior to Eatonville’s issuance of any building permits or approvals effecting the Change or Expanded Use.

7.3 Connection Fee Calculations and Payment. The Connection Fees calculated for new connections under Section 7.1 – New User Connections, above, or for a Change or Expanded Use under Section 7.2 – Change or Expanded Use, above, shall be based on the ERU classifications provided for in Chapter 26 of the Altamonte Code of Ordinances. Altamonte will compute the charges for the Connection Fees due and provide a written Connection Fee estimate for Eatonville’s use and reliance. Since these Connection Fee user “classifications” and “wastewater treatment facility connection” charges may be adjusted from time to time by Altamonte upon adoption by the City Commission of Altamonte, the Connection Fee estimate shall be valid for a ninety (90) day period, unless otherwise noted by Altamonte. Connection Fees shall be due and payable prior to Altamonte’s execution of the FDEP permit applications and prior to Eatonville’s issuance of any site construction permit for utility work, building construction permit, interior alteration permit, or any other permit to the site or building relating to the connection or change in building use. Eatonville agrees to pay such Connection Fees as adjusted together with any other fees, charges, surcharges, assessments, or other charges of whatever nature incident to connection or use of the Altamonte System as approved by Altamonte Code of Ordinance.

7.4 Additional Capacity Tracking. Additional capacity for new users or for existing users under a Change or Expanded Use shall be tracked by Altamonte on an ERU basis. Eatonville’s payment of the applicable Connection Fees, and Altamonte’s acceptance of said Connection Fees, shall serve as Altamonte’s approval and reservation of capacity sufficient to meet the proposed use per the established ERU basis.

8.0 TREATMENT CHARGES. The service to be performed by Altamonte under this Agreement consists of Altamonte's readiness to provide wastewater capacity in accordance with the conditions, limitations, and provisions of this Agreement. In return for such service, Eatonville agrees to compensate Altamonte by payment of certain minimum annual sums of money (defined as the "Monthly Minimum" or the total of the Estimated Flows plus the Metered Flows, whichever is greater), for each of which said sums Altamonte agrees to treat and dispose of all, or so much thereof as Eatonville may desire, of a certain corresponding volume of capacity, as follows:

(a) For all wastewater flows delivered to the Altamonte System for treatment and disposal, Eatonville shall pay the Treatment Charges in accordance with the rates and rate structures provided for in Altamonte Code of Ordinances as it may be amended from time to time, at the discretion of the City Commission of Altamonte. Treatment Charges shall always be set in accordance with applicable law, be just and equitable, and be uniformly applied to users of the same class, and Eatonville shall be charged similarly with all other customers of the same class. All Treatment Charges must be paid monthly within thirty (30) days after the amount thereof has been calculated pursuant to Section 11.0 - WASTEWATER FLOW MEASURING, below, but shall not be less than the Monthly Minimum for the established Annual Payment Period except where otherwise provided by this Agreement.

(b) Eatonville shall compensate Altamonte for monthly Treatment Charges for an initial Monthly Minimum based on an initial Annual Average Daily Flow (AADF) of 252,938 gallons per day of wastewater, regardless of whether said quantity is actually delivered by Eatonville for treatment and disposal at the Connection Point. Any measured wastewater delivered in excess of the amount allowed for the Monthly Minimum will be charged as described in Section 8.0(a) of this Agreement.

(c) Eatonville shall compensate Altamonte the rate described in Section 8.0 (a) above, plus a 50% surcharge, for flows in excess of 500,000 gallons per day of wastewater.

9.0 PAYMENT COVENANTS.

9.1 Connection Fees. Eatonville shall be solely responsible for the collection of the connection and impact fees it charges each residential unit or business being served by the Eatonville System, and the failure of Eatonville to collect said fees and charges shall not relieve Eatonville from paying to Altamonte the Connection Fee amounts required by this Agreement.

9.2 Treatment Charges. Eatonville shall be solely responsible for the maintenance and operation of the Eatonville System and the collection of fees, rates, rentals and other charges for the use of the products, services, and facilities of Eatonville System.

9.3 Payment Required. Payment to Altamonte for monthly Treatment Charges shall be submitted and paid by Eatonville monthly in accordance with Section 11.0 - WASTEWATER FLOW MEASURING, below. If any monthly payment for wastewater treatment remains unpaid on and after twenty-eight (28) days from the date for such wastewater payment is due, a penalty of ten percent (10%) of the total amount due shall be imposed and be added to the amount due. If the payment due remains unpaid for a period of thirty-five (35) days from the date of the payment due date, Altamonte shall have the ability to seek remedies under Section 19.0 – REMEDIES UPON DEFAULT, below.

10.0 LIMITATION OF SOURCE AND QUALITY.

10.1 Limitation of Source by Wholesale Sewer Service Area. Eatonville acknowledges and agrees that this Agreement pertains only to wastewater generated and originating entirely within the Eatonville Wholesale Sewer Service Area. Eatonville expressly agrees that it will not deliver to the Altamonte System, either directly or indirectly, any wastewater other than that generated by and originating from users or developers which are retail customers of Eatonville from sources located within the Eatonville Wholesale Sewer Service Area unless expressly authorized by a written amendment hereto. In the event Eatonville desires to provide wastewater disposal service to any area lying outside the Eatonville Wholesale Sewer Service Area, Eatonville agrees to apply to the appropriate

governmental authorities for permission to serve such additional area, if required, and to make written request to Altamonte to permit Eatonville to transmit wastewater from said additional area to Altamonte under the terms and conditions of this Agreement. Eatonville shall not transmit wastewater from such additional area to the Altamonte System unless and until Altamonte, by an amendment hereto, agrees thereto; provided, however, that in no event shall Altamonte be required to accept wastewater, directly or indirectly, from any additional areas nor shall Altamonte be required to accept wastewater, directly or indirectly, from any utility company or wholesaler other than Eatonville. Nothing herein shall require Eatonville to utilize Altamonte to treat and dispose of wastewater collected by Eatonville for properties and customers outside of the Eatonville Wholesale Sewer Service Area or prevent Eatonville from providing through its own facilities and forces or third parties wastewater services to properties and customers outside of the Eatonville Wholesale Sewer Service Area. The definition of Eatonville Wholesale Sewer Service Area used in this Agreement shall not redefine or restrict Eatonville's wastewater service territory or boundaries or adjustments thereto.

10.2 Wastewater Quality. The FDEP currently categorizes wastewater facilities as either domestic or industrial based on the type of wastewater the facility handles. The wastewater to be delivered to the Altamonte System shall meet the qualitative parameters of domestic wastewater as set forth by the permitting standards of the FDEP, as modified by Section 10.2 (ii) – Industrial Wastewater, below, and the Parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Altamonte System.

i. Domestic Wastewater. Domestic wastewater shall be as categorized by the FDEP for permitting, as amended from time to time. Domestic wastewater is wastewater from dwellings, businesses, buildings, institutions, and the like. All wastewater that is not defined as domestic wastewater is considered industrial wastewater.

ii. Industrial Wastewater. The FDEP categorizes all non-domestic wastewater as industrial wastewater. Sources of industrial wastewater include large and small facilities and activities such as manufacturing, commercial businesses,

mining, agricultural production and processing, and wastewater discharge from cleanup of petroleum and chemical contaminates sites. The effect of industrial wastewater upon sewers, and upon the Altamonte System and its wastewater treatment process, is such that careful and special consideration be made of each connection discharging industrial waste. This is a matter of importance to both Parties. It is understood and agreed that Eatonville shall be responsible for pursuing enforcement of rules regarding industrial wastewater in the Eatonville System. Eatonville agrees that it will authorize discharge of industrial wastewater into the Eatonville System only with specific approval of Altamonte of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Altamonte may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions placed upon industrial users discharged within the City of Altamonte. Altamonte shall not be required to approve any discharge of industrial wastewater prior to the filing by the applicant industry or commercial enterprise of an FDEP application, a copy of which shall be forwarded to Altamonte for review and approval. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of wastewater to be discharged;
- (d) Typical analysis of wastewater;
- (e) Type of pretreatment proposed; and
- (f) Such other information as Altamonte may from time to time request by written notice.

The Altamonte Director of Public Works, or designee, shall act on such

request to allow industrial wastewater from a Eatonville user within twenty (20) days after receipt of all information required by this Agreement.

iii. **Monitoring Wastewater Strength** - Eatonville shall provide to Altamonte access to a sampling manhole or location at or near the point of discharge to the Altamonte System for the purpose of conducting wastewater sampling. Altamonte will sample Eatonville's wastewater and use the results to determine the strength of the wastewater.

iv. **Testing for Prohibited Wastes** - Eatonville shall provide to Altamonte on a yearly basis, an analysis of its wastewater being discharged to the Altamonte System. This analysis shall identify the concentrations of discharges of prohibited wastes and shall be performed by a qualified laboratory approved in writing in advance by Altamonte. At Altamonte's discretion, if Eatonville exceeds the maximum contamination levels of prohibited wastes, or if so required by other regulatory authority, the frequency of these analyses may be increased.

v. **Odor Control** - Eatonville shall be responsible for reasonably controlling, at Eatonville's expense, the emission of odors and/or deterioration of manholes and gravity sewer pipes caused by the wastewater flows transmitted from the Eatonville System. Should excessive deterioration of manholes and gravity sewer pipes result from the wastewater discharged from the Eatonville System, subsequent reasonable repair costs, mutually agreed upon, will be the responsibility of Eatonville.

10.3 Ordinances. The Altamonte wastewater system use ordinance, as defined by Chapter 26 of the Altamonte Code of Ordinances, and as may be modified by Altamonte from time to time, shall be applicable to all users of the Eatonville System for setting standards for the strength of wastes and prohibited wastes and shall be binding upon Eatonville for wastewater flows delivered to the Altamonte System. All provisions of such ordinances shall apply equally to each existing and new user within Altamonte and within the Eatonville Wholesale Sewer Service Area. Eatonville shall adopt or otherwise impose

such restrictions upon Eatonville's users so as to enforce the provisions hereof in the Eatonville Wholesale Sewer Service Area.

11.0 WASTEWATER FLOW MEASURING.

11.1 Metering. Eatonville shall maintain all Eatonville meters as necessary including periodic calibration as noted below. Eatonville will transport and deliver the wastewater to be received by Altamonte in conformity with this Agreement, the law, the rules of all applicable regulatory authorities and such other agencies as may have jurisdictional control. Altamonte will receive said wastewater flows at the Connection Point, and will treat and dispose of the wastewater pursuant to and in conformity with the terms and conditions of this Agreement.

11.2 Meter Reading. Eatonville will provide access to Altamonte Springs of any Eatonville owned meters for reading purposes. Eatonville will also assist as needed for Altamonte Springs to access any private wastewater meters that contribute flow to the Eatonville system. Altamonte Springs will read the flow meters or other devices to provide the data necessary for the determination of the wastewater flows to the Altamonte System for the calculation of monthly payment. Altamonte Springs will compute the amount due for wastewater treatment and disposal based on the greater of the minimum monthly flow or the cumulative flow of the estimated flow and metered flow reported at Eatonville's master meter or flow measuring locations. Altamonte Springs will submit an invoice to Eatonville with the figures for the preceding month along with the monthly payment total. The monthly payment for the treatment and disposal of wastewater shall be due within 15 days of receipt of the invoice by Eatonville.

11.3 Meter Calibration and Reporting. Eatonville will implement an annual meter confirmation and calibration program for the Eatonville master meters. The confirmation and calibration program, to be approved by both Parties, shall include a schedule for inspection and reporting regarding the condition and accuracy of the respective master meter, as deemed appropriate for the meter type and location. A copy of the report shall be furnished to Altamonte. Any necessary repairs to the connection must be made

within forty-five (45) days unless otherwise approved by both Parties. Eatonville shall provide immediate (within 24 hours) notice to Altamonte of any single master meter failure and no single master meter shall be out of service for more than thirty (30) days. In the event of a master meter failure, billing of flows for wastewater treatment and disposal will be calculated by Altamonte based upon the highest three consecutive months ("three month period") within the prior period of 12 consecutive months ("twelve month period") until meter repairs have been completed.

11.4 Rights of Inspection. Altamonte shall have the right, but not the obligation, to make its own inspection of Eatonville's master meter at any location, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made until Altamonte has first given five (5) business days' written notice of the time and date of its intent to have the inspection made. Upon notice, Eatonville shall have Eatonville personnel available to assist and facilitate the inspection. All costs and expenses of interim inspection by Altamonte shall be borne by Altamonte. However, if the testing reveals that the master meter is inaccurate by more than ten percent (10%), Eatonville shall reimburse the cost incurred as a result of the interim inspection and also the cost and expense of repairing or replacing the master meter. If the master meter is in error by more than fifteen percent (15%), then charges paid on the basis of that master meter's readings back to the date of the most recent recalibration shall be adjusted to correct the erroneous billings due to the master meter error.

11.5 Wastewater Flow Monitoring. Eatonville shall have an active program to resolve inflow and infiltration typically attributable to aging infrastructure, broken or missing manholes or cleanouts, and pipes damaged by others. If increased flow trends are found to be due to unauthorized user connections, Eatonville shall immediately resolve all matters pertaining to unauthorized users by disconnecting the unauthorized user or by seeking Altamonte's approval for New User Connections or Expanded or Change or Expanded Use, including the payment of any/all Connection Fees, in accordance with Section 7.0 – CONNECTION FEES, above.

12.0 SATELLITE SYSTEM – Pursuant to recent changes to FDEP rule 62-600.705, Altamonte Springs is required to develop and submit a Collections Systems Management Plan to FDEP. Annually thereafter, Altamonte Springs is required to submit information regarding sanitary sewer satellite systems that send wastewater flow to Altamonte Springs. Eatonville is considered a satellite system to the Altamonte Springs system and therefore there are certain reporting requirements associated with being a satellite system. Altamonte Springs will request in writing the pertinent sanitary sewer information from Eatonville by April 1st of each year. Eatonville will provide the FDEP required information to Altamonte Springs annually by May 1st of each year. This reporting information may include but not be limited to; population served, maintenance efforts, maintenance budget and any work/projects to reduce infiltration/inflow into the Eatonville system. Altamonte Springs will provide a copy of the report submitted to FDEP within 30 days of submittal.

13.0 RECORDS INSPECTION.

13.1 Engineering Drawings. Eatonville shall, during the term of this Agreement, maintain the Transmission Facilities Plan, the Development Plans, and any other engineering drawings, plans, and specifications showing Eatonville's existing or proposed collection facilities, and other facilities to be connected directly or indirectly to the designated Connection Point. Transmission Facilities Plans for Eatonville System wastewater flows to the Connection Point shall be shared with Altamonte, as needed and requested by Altamonte, to confirm network system piping for the Eatonville Wholesale Sewer Service Area. Development Plans approved by Eatonville shall be shared with Altamonte for all New User Connections and when a Change or Expanded Use is proposed.

13.2 Mutual Records Access and Cooperation. The Parties shall reasonably cooperate to facilitate the provision of wholesale sewer service by Altamonte so that Eatonville may serve its existing and future customers located within the Eatonville Wholesale Sewer Service Area. Under the spirit of mutual cooperation, Altamonte is given the right to inspect, at reasonable times, all of Eatonville's books, records, and other

information of whatsoever nature relating to the wastewater flows (including infiltration/inflow) from the Eatonville System connected to the designated Connection Point for transmission to the Altamonte System. Eatonville shall also be given the right to inspect at all reasonable times, the Altamonte System, and all books, records and other information of Altamonte of whatsoever nature relating to the Eatonville System.

14.0 TERM. The initial term of this Agreement shall be 30 years beginning with the Effective Date. Thereafter, this Agreement shall be automatically renewed thereafter for successive ten (10) year renewal terms unless either Party gives written notice to the other Party not less than two (2) years prior to the expiration of the then-current term that it is terminating the Agreement at the end of the then-current term.

15.0 NOTICE. Any notice to be given to Eatonville or Altamonte by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either Party may change its notice address by giving proper written notice to the other as provided herein:

If to Altamonte, to:

City of Altamonte Springs
City Hall, 225 Newburyport Ave.
Altamonte Springs, FL 32701
Attention: City Manager

City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
Attention: Director of Public Works and Utilities

If to Eatonville, to:

Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751
Attention: Mayor

Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751
Attention: Director of Public Works

16.0 TEMPORARY CESSATION OF SERVICE. Any temporary cessation of treatment or disposal of wastewater through the Altamonte System caused by an act of God, fire, strike, civil or military authority, State, County or Federal regulatory authority, insurrection or riot, civil unrest, or other action not the result of gross negligence or willful misconduct of Altamonte or its agents or employees, shall not constitute a breach of this Agreement on the part of Altamonte, and Altamonte shall not be liable to Eatonville or its users for any loss or damage resulting from such cessation of treatment or disposal, nor shall such temporary cessation relieve Eatonville of any of its obligations hereunder.

17.0 EFFECT OF SEWER RESTRICTIONS. If during the term of this Agreement Altamonte shall come under any order of any cognizant county, State or Federal agency which requires Altamonte to limit or restrict construction or wastewater connections because of conditions or operations in the Altamonte System or elsewhere, or to restrict or terminate acceptance of certain types of wastewater, or to require pretreatment as a condition of acceptance for treatment and disposal, or otherwise to modify or alter operations, or which otherwise affect the system, Eatonville agrees to enforce and abide by such limitations or restrictions within the Eatonville Wholesale Sewer Service Area, as long as the same shall be binding upon Altamonte. Altamonte agrees to take all steps reasonable, in Altamonte's determination, to cure any defect resulting in the limitation or restriction. Should Altamonte be unable to accept the Monthly Minimum wastewater flows due to regulatory restrictions or other Altamonte System infrastructure limitations, Eatonville shall only be responsible for the payment of the actual wastewater flows as calculated through Section 8.0(a) of this Agreement

18.0 ALTAMONTE SYSTEM – NO OWNERSHIP INTEREST. It is expressly understood and agreed that Eatonville will have no ownership interest in the Altamonte System or any part thereof whatsoever, including any financial contributions from Eatonville for alternations, additions, or system upgrades required to serve subsequent New User Connections and wastewater flows above Eatonville's Existing Customer Base, or above or any right whatsoever to direct the

operation of the Altamonte System, including but not limited to the treatment or disposal of wastewater flows delivered to the Altamonte System. Conversely, Altamonte shall not have any ownership interest in the Eatonville System or any part thereof or any right whatsoever to direct the operation of the Eatonville System

19.0 REMEDIES UPON DEFAULT.

19.1 Eatonville's Default. In the unlikely event Eatonville shall default in the payment of any amounts due Altamonte under this Agreement, or in the performance of any material obligation to be performed by Eatonville under this Agreement, then Altamonte, after having given Eatonville thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Eatonville, and shall further have the right to temporarily limit wastewater disposal services to Eatonville by temporarily denying any New User Connection or modifications to existing users under a Change or Expanded Use. In the event such default remains uncured for a period of (1) ninety (90) days in the event of a monetary default; or (2) 180 days in the event of a non-monetary default, then Altamonte shall have the right to permanently restrict service to Eatonville under this Agreement or require Eatonville to stop making New User Connections or modifications to existing users under a Change or Expanded Use.

19.2 Altamonte's Default. In the event Altamonte shall default in the performance of any material obligation to be performed by Altamonte under this Agreement, then Eatonville, after having given Altamonte thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Altamonte. In the event such default remains uncured for a period of (1) ninety (90) days (or such longer time as is reasonably required to cure such default, provided Altamonte has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Altamonte to be unable to provide wastewater utility service with the Eatonville Wholesale Sewer Service Area or (2) 180 days in the event of any type of material default, then Eatonville shall have the right to notify Altamonte that Eatonville intends to take a more limited amount of wastewater

disposal services from Altamonte (which shall be at least the amount Altamonte is then able to provide to Eatonville). Thereafter, Eatonville may the obtain other wastewater disposal services from another provide or may take appropriate action to supply itself with additional wastewater disposal services after giving Altamonte ninety (90) days' notice of its intent to do so and opportunity to cure; otherwise, Eatonville shall obtain all its wastewater disposal services for the Eatonville Wholesale Sewer Service Area from Altamonte during the term of this Agreement.

19.3 Specific Performance. This Agreement may be enforced by Specific Performance.

19.4 Force Majeure. If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of Eatonville to make the payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government of the United States or the State of Florida, or any civil or military authority, insurrection, riots, epidemics, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restrain of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipes, or canals, partial or entire failure of the wastewater treatment or disposal system, or on account of any other causes not reasonably within the control of the Party claiming the inability.

19.5 Fines and Penalties. Regulatory fines and penalties assessed against a Party to this Agreement shall be born and initially paid by the Party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a Party to this

Agreement other than the Party against whom such a penalty or fine is assessed, then the Party whose act or omission was such case shall reimburse the Party the amount of such fine or penalty finally assessed and paid, plus interest.

19.6 Applicable Law. This Agreement and the provisions contained herein shall be governed by and construed 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.

19.7 Severability. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the Parties hereto are not materially prejudiced and the intentions of the Parties can continue to be effected. No such prohibition shall in any way or to any extent alter or affect Eatonville's obligation, to the extent required hereunder, to pay, when due, that part of the Connection Fee and Treatment Charges which Altamonte may pledge in the future to use for the operation and maintenance of the Altamonte System.

19.8 Waiver of Rights. Any waiver at any time by Altamonte or Eatonville of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

20.0 NO PLEDGE OF TAXATION. In no event shall any obligation of either Altamonte or Eatonville under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of either Party within the meaning of the Constitution of the State of Florida, the Parties' respective charters and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of either Party, or (iii) a lien on any real or personal property of either Party.

21.0 PRIOR AGREEMENTS. This Agreement constitutes the full and complete agreement and understanding of the Parties relating to the matters set forth herein and this Agreement shall supersede and replace any prior written or oral agreements concerning such matters.

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

23.0 COUNTERPARTS. This Agreement may be executed and delivered in counterparts.

24.0 GOOD FAITH. The Parties agree to act in accordance with the principles of good faith and fair dealings in the performance of this Agreement.

25.0 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right of cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

26.0 TITLES AND HEADINGS. The title of this Agreement, and the headings of Sections and sub-Sections hereof have been inserted for convenience or reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

TOWN OF EATONVILLE,
a municipality of the State of Florida

Witness Signature

By: _____

Printed Name:

Printed Name

Witness Signature

Title: _____

Printed Name:

Approved as to Form and Legality
for the use and reliance of the
Town of Eatonville, Florida

Attest:

City Clerk

Dated: _____

Clifford Shepard, Town of Eatonville Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____ of the TOWN OF EATONVILLE, a Florida municipality, on behalf of the municipality. He/She is personally known to me or has produced _____ as identification.

Print Name:
Notary Public - State of _____
Commission No.:
Commission Expires:

Signed, sealed and delivered
in the presence of:

CITY OF ALTAMONTE SPRINGS,
a municipality of the State of Florida

Approved as to form and
legality for use and
reliance by the City of
Altamonte Springs

By: _____
Pat Bates, Mayor

Date: _____

JAMES A. FOWLER, City Attorney

ATTEST: _____
Angela M. Apperson, City Clerk

Mailing Address:
225 Newburyport Avenue
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

(Notary Seal)

Signature

Print name

Notary Public - State of _____
Commission No. _____
My Commission Expires: _____

LIST OF EXHIBITS TO FOLLOW:

Exhibit “A” - Eatonville Wholesale Sewer Service Area

Exhibit “B” - Existing Customer Base

Exhibit “C” - Transmission Facilities Plan

Exhibit “D” - New Service Request Application

Exhibit “E” - Change or Expanded Use Application