THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

RETURN TO:

ONE STOP PERMIT COORDINATOR
SEMINOLE COUNTY ENVIRONMENTAL SERVICES
BUSINESS OFFICE
500 WEST LAKE MARY BLVD.
SANFORD, FL 32773

CUSTOMER AGREEMENT FOR RECLAIMED WATER RATES

THIS AGREEMENT is made and entered into this _____ day of ______, 2023, by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 719 S. Woodland Boulevard, DeLand, Florida 32720, in this Agreement referred to as "FDOT," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

Section 1. Purpose. The purpose of this Agreement is to set forth rates for reclaimed water service for the property described in Exhibit "1" (in this Agreement, the "Property") to the attached Exhibit "A," which Exhibit "A" is a FDOT General Use Permit intended for Reclaimed Water Flow, Distribution, Delivery, and Spray Permit, attached to and incorporated in this Agreement by reference (in this Agreement, the "Permit"). FDOT shall execute, grant, and convey the Permit on, over, under, and through the Property to COUNTY in consideration of these rates and in accordance with the applicable provisions of the Florida Administrative Code and the Florida Statutes.

Section 2. Rate. The rate provided to FDOT by COUNTY in this Agreement in exchange for the Permit is as follows:

(a) FDOT will be charged an initial rate of EIGHTY-SIX CENTS (\$0.86) per thousand gallons of reclaimed water used on the Property. The rates to be charged by COUNTY to FDOT for reclaimed water service on the Property will be those reclaimed water service rates adopted from time to time by the Board of County Commissioners of Seminole County subsequent to the execution of this Agreement.

(b) No other credit, right, concession, adjustment, or consideration other than expressly set forth below is or will be provided to FDOT by COUNTY unless specifically agreed to by the parties in a subsequent agreement of equal dignity with this Agreement.

Section 3. Term, Change of Rate.

- (a) This Agreement will not become effective until the Permit is executed by FDOT and delivered to COUNTY.
- (b) Upon execution of the Permit, the term of this Agreement will be determined pursuant to Paragraph 11 of the Addendum to the Permit.
- (c) If during the term of this Agreement, COUNTY proposes any new rate schedule or amended rate schedule applicable to reclaimed water service, COUNTY will not be obligated to notify FDOT.
- **Section 4. Parties Bound**. This Agreement is binding upon and inures to the benefit of FDOT and COUNTY, and their successors and assigns.
- Section 5. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida, consistent with all COUNTY ordinances, govern the validity, enforcement, and

interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection

with this Agreement will be in the courts of Seminole County, Florida.

Section 6. Entire Agreement and Incorporation by Reference. This Agreement,

together with the Permit, and including all documents for the implementation of this Agreement,

which includes all permits, engineering design and construction contracts, plans, and specifications

for the Utility Facilities as and when approved and filed with COUNTY, together constitute the entire

agreement of the parties and expressly supersedes all negotiations, previous agreements, or

representations, whether oral or written. This Agreement and the Permit may not be amended in any

way whatsoever, except by a writing executed by both parties in a manner equal in dignity to the

execution of this Agreement and the Permit, as applicable.

Section 7. Enforcement Costs and Attorney Fees. Each party is responsible for their

own respective attorneys' fees and costs in the event any action is filed in relation to this

Agreement or the Permit.

Section 8. Headings and Captions. All headings and captions contained in this

Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret, or construe any provision of this Agreement.

[Balance of this page intentionally blank; signatory page begins on Page 4.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the

purposes stated above.	
WITNESSES: Zon' ands Signature	Moataz "Mo" Hassan, P.E.
Tammie Andrews Print Name	Title
Signature Och	9 (21/2023 Date
Print Name	
STATE OF Florida (COUNTY OF Seminole) The foregoing instrument was accepted to the seminole of the seminole o	cknowledged before me this 21 day of produced as
Pr No an	OTARY PUBLIC int Name Cirace body swez otary Public in and for the County d State Aforementioned y commission expires: 12/19/20
	GRACE RODRIGUEZ Notary Public - State of Florida Commission # HH 342643 My Comm. Expires Dec 19, 2026 Bonded through National Notary Assn.

[Balance of this page intentionally blank; signatory page continues on Page 5.]

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida.	By:AMY LOCKHART, Chairman Date:		
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.		
County Attorney			
DGS/sfa 06/13/2023, 08/02/2023, 08/24/2023 Attachment:			

ES.WS-Environmental Services - Water & Sewer\FDOT Wekiva Parkway 7A-7B Reclaimed Water Agreement (ES-21)\FDOT Wekiva Pkwy reclaimed water rate agr.docx

Exhibit "A" - General Use Permit

GENERAL USE PERMIT

Date: N/A	Pe	ermit No.: N/A	
Name of Applicant or Authorized A	gent:		
Entity (if applicable): Seminole County Environmental services Department			
(If entity, furnish contact information for responsible representative) Address: 500 West Lake Mary Boulevard Zip Code: 3273			
City/State: So of all Th	Mary Boulevard	Zip Code:	
1			
	Activity / Project Site		
County: Seminole	State Road: SR-46/429	Section: 77030	
From Mile Post: 0.109 to Mile Post: 4.777			
Construction Proposed or Underway: Yes No FM Project No.: 437114-7-52-01 (437114-8)			
Name of Municipality if Work is within Limits: Seminole County			
Description of Work Activity: SR-46/429 Wekiva Sect. 7A & 7B Landscape, reclaim water service for			
irrigation of landscape, and maintenance.			

General Provisions

- Attach any pertinent plans or drawings.
- 2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
- 3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact FDOT Oviedo Operations at (407) 278-2800
- 4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
- 5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
- 6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

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	Special Provisions			
See attached addendum.		-		
See attached addendon.				
	Conditions			
In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.				
2. Work shall commence within 1 days of permit approval. Work shall be completed by (Date)				
3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.				
	Applicant			
I hereby agree to comply with all terms and conditions set forth and described in this permit.				
Printed or Typed Name and Title	Signature	Date		
	FDOT			
Approved By: Print Designated	Engineer Signature	Date		
Title				

ADDENDUM TO RIGHT-OF-WAY PERMIT

The following special conditions apply to this right-of-way permit issued to Permittee (Seminole County, a charter county and political subdivision of the State of Florida):

- 1. **Definitions**. The following definitions apply to this Addendum:
- (a) The term "Property" means the property described in Exhibit "1," attached to and incorporated by reference in this Addendum.
- (b) The term "System Area" as used in this Addendum means the area of the Property on which the System is or will be located and the access to the System over the Property and all areas on the Property that are or may be necessary for use by COUNTY to accomplish the intents and purposes expressed in this Addendum.
- (b) The terms "irrigation water," "effluent," "reclaimed water," and "reuse water" as used in this Addendum are synonymous.
- (c) The term "Spray Area" means any and all pervious areas on the Property remaining subsequent to property development in compliance with all applicable laws, ordinances, rules, and regulations.
- 2. Addendum for and Use of the On-site Water Irrigation System. FDOT shall construct or has constructed an on-site water irrigation system, in this Addendum referred to as the "System," over, under, upon, and through the Property and agrees that COUNTY may use the System to deliver and spray reclaimed water over, under, upon, and through the Property
- 3. Effect on Development. Nothing in this Addendum exempts or may be construed to exempt FDOT from any COUNTY ordinance, policy, or requirement. This Addendum may not be construed as granting, assuring, or indicating any future grant of any development, land use, or zoning approvals, permissions, permits, special exceptions, or rights of any kind or nature with

respect to the Property. COUNTY has made no representations, express or implied to FDOT other than those expressly made in this Addendum, except the terms of any agreements of equal dignity with this Addendum subsequently entered will control over the terms of this Addendum to the extent of any conflict. COUNTY's provision of sewer or water service to FDOT will be contingent on FDOT's continued acceptance and usage of reclaimed water as obligated in this Addendum. If FDOT fails to receive or continue to receive reclaimed water for usage upon the Property, COUNTY may recapture any sewer capacity by ceasing to provide sewer service to the Property or water capacity by ceasing to provide water service to the Property, except that no recapture may occur if the cessation of sewer or water service results from COUNTY's inability to provide such service.

4. Rights Granted. The rights in this Addendum granted by FDOT to COUNTY specifically include, but are not limited to the following: (a) the right for COUNTY to flow, to distribute, to deliver, and to spray reclaimed water over, under, upon, and through the Property in the Spray Area by means of the System and all other rights and privileges reasonably related to the System; (b) the right for COUNTY to increase, to an extent that will not detrimentally and adversely affect the Property, or to decrease the reclaimed water flow level and to change the quality and type of reclaimed water on the condition that the changed water quality meets or exceeds the standards set forth in Paragraph 8 below, and the quality, and type of the System; and (c) the reasonable right of COUNTY to enter upon land of FDOT adjacent to the System Area for the purpose of exercising rights granted in this Addendum, and all other rights and privileges that may be reasonably necessary or convenient for COUNTY's safe and efficient enjoyment and use of the Addendum for the purposes described in this Addendum. FDOT retains all jurisdictional

authority over the Property that is not inconsistent with the rights granted to COUNTY by this Permit and Addendum.

- 5. Covenant not to Obstruct. FDOT hereby covenants and agrees that FDOT will take no action to impugn the integrity of or adversely affect COUNTY's wastewater, water, or reclaimed water systems. FDOT further covenants that the System Area must not be used in a manner whereby the rights granted to COUNTY in this Addendum are directly or indirectly frustrated or adversely impacted.
- 6. System. FDOT covenants and agrees to complete construction and installation of the System on the Property in accordance with Florida Administrative Code Rule 62-610. The point of connection between the System and COUNTY's utility system will be the meter. FDOT shall connect the System to COUNTY's reclaimed water facilities and purchase the meter from COUNTY.
- 7. Water Quality, Demand, and Supply. COUNTY shall deliver reclaimed water that is of a quality consistent with the requirements of "public access" treatment levels as defined in Florida Administrative Code Rule 62-610, as these regulations may be amended from time to time, and in a manner consistent with all applicable federal, state, and local laws and regulations, including, but not limited to, signage and noticing requirements. COUNTY shall monitor chlorine and turbidity levels and otherwise sample the water in accordance with all applicable federal, state, and local laws and regulations. COUNTY shall provide the reclaimed water for use on the Property at a water pressure range of 40-65 pounds per square inch, which may vary, at COUNTY's discretion, based upon operating experience, exigencies, or the needs of the public. FDOT shall provide and maintain any pressure reducing or increasing equipment necessary to operate the System compatible with the pressure provided at the point of connection. Without

implying or expressing any guaranteed daily flow, COUNTY shall provide and FDOT shall accept

and use approximately 186,176 gallons per day of reclaimed water for use in the System on the

Property based upon an annual average daily flow upon the Property, but acceptance of such

average daily flow will be phased as the Property is incrementally developed. FDOT shall utilize

on the Property all reclaimed water provided for use in the System. FDOT understands and

acknowledges that the daily flow will depend on diverse operating factors associated with

COUNTY's operations such as, by way of illustration and not limitation, climatic conditions,

regulatory requirements, supply availability, and public health, safety, and welfare requirements

as determined by COUNTY. FDOT shall not cause or allow any cross connections of reclaimed

water with potable water. FDOT shall provide a positive disconnect from any and all existing well

systems or other water supplies that could allow backflow of reclaimed water into ground water,

or other potable water sources.

8. Water Source Priorities. COUNTY will be the primary source of FDOT's

irrigation water requirements, present and future within the System Area. Supplemental sources

of irrigation water may be secondarily used, subject to COUNTY approval, when COUNTY is

unable to meet FDOT's requirements.

9. Operation and Maintenance of Irrigation System. COUNTY shall operate and

maintain in good operating condition COUNTY's facilities up to the point of connection to the

System. FDOT shall maintain the System in good operating condition on the Property in

compliance with applicable federal, state, and local laws, rules, and regulations. If FDOT fails to

maintain the System in good operating condition as set forth above, then COUNTY, after thirty

(30) days' notice to FDOT and FDOT's continued failure to maintain the System, may at

Reclaimed Water Flow, Distribution, Delivery and Spray Addendum

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COUNTY's sole and complete option, terminate this Addendum and cease providing reclaimed water to the Property.

10. Liability.

- (a) The provisions of Section 403.135, Florida Statutes, as this statute may be amended from time to time, are incorporated in this Addendum by reference as if fully set forth verbatim. FDOT's liability is limited in accordance with these provisions of statutory law.
- All approvals granted by COUNTY under the terms of this Addendum are for the (b) use and benefit of COUNTY only. No review or approval process by COUNTY will relieve FDOT of any liability that may arise from the use of any document or plan approved nor will COUNTY be deemed liable in any way based upon the approval or non-approval of any document or plan. All reviews by COUNTY are solely for the purpose of determining operational acceptability by COUNTY and for no other purpose whatsoever. Nothing in this Addendum may be construed as a waiver, partial or complete, of COUNTY's or FDOT's sovereign immunity. FDOT shall comply with any and all directions from COUNTY pertaining to protection of human or animal health and the environment related to the System and to which the County has the authority to enforce or direct. These directions include, but are not limited to, generally all federal, state, and local laws, rules, and regulations, and specifically, requirements as to signage, labeling as required by law, the prevention of cross connection or any other act or omission that could cause human consumption or any other non-authorized use of reclaimed water, and prevention of the use of reclaimed water for any other purpose besides use in the System. This Addendum may not be construed as conveying any right or interest to any third party who is not a party to this Addendum from either FDOT or COUNTY and is for the benefit of the parties to this Addendum only and their heirs, successors, and assigns.

Term. This Permit and Addendum will be perpetual. If for any reason relating to 11. governmental action or permitting, the ability of either FDOT or COUNTY to perform under the Addendum is precluded, then this Addendum will become void and of no effect by result of COUNTY's or FDOT's abandonment of the Addendum. However, FDOT shall perform all acts reasonably necessary to comply with any such governmental action, at COUNTY's request and if such action is a valid exercise of such governmental power. If any costs are associated with such governmental action, COUNTY shall pay such costs. If the Addendum is terminated as a result of governmental action causing an impossibility to comply with permitting requirements, the parties shall negotiate in good faith to enter a new Addendum. The provision of water, sewer, and reclaimed water services are related and are, in fact, the provision of one unified public service. Therefore, if FDOT fails to pay for water, sewer, or reclaimed water services provided by COUNTY, COUNTY may suspend the provision of any and all such services. The parties agree this Addendum will be renegotiated if a comprehensive change in the nature of the use of the Property should occur, which new use would adversely impact the Property's ability to accept reclaimed water.

12. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida, consistent with all COUNTY ordinances, govern the validity, enforcement, and interpretation of this Addendum. The sole jurisdiction and venue for any legal action in connection with this Addendum will be in the courts of Seminole County, Florida.

13. Notice. Whenever either party desires to give notice to the other, it must be provided by written notice, sent by registered United States mail, with return receipt requested to the following addresses, except that the parties shall exchange, in writing, emergency phone numbers for emergency purposes and uses:

As to FDOT:

FDOT Oviedo Operations 2400 Camp Road Oviedo, Florida 32765 Telephone: 407-278-2800

As to COUNTY:

Director, Environmental Services Department 500 West Lake Mary Boulevard Sanford, Florida 32773 Telephone: 407-665-2010

Section 14. Headings and Captions. All headings and captions contained in this Addendum are provided for convenience only, do not constitute a part of this Addendum, and may not be used to define, describe, interpret, or construe any provision of this Addendum.

DGS\sfa 06/01/2023, 08/02/2023

ES.WS - Environmental Services Water & Sewer\FDOT Wekiva Parkway 7A-7B Reclaimed Water Agreement (ES-21)\Addendum to Permit for Wekiva Parkway.docx

EXHIBIT 1

Property Descrip ion: State Road 46, within the FDOT Roadway Right-of-Way from the Wekiva River/County Line to N. Oregon St/Wayside Dr. in Seminole County, Florida as shown on the a tached FDOT Maps.















