

**AGREEMENT FOR
WASTEWATER SERVICES**

THIS AGREEMENT made and entered into this 27TH day of AUGUST, 2018 by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg," and UTILITIES, INC. OF FLORIDA, a Florida corporation, herein referred to as "Tierra Verde". Both St. Petersburg, as a provider of wholesale wastewater services, and Tierra Verde, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the "Parties", are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, Tierra Verde provides wastewater collection services to certain real property located within Pinellas County, Florida more specifically described in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg and Tierra Verde has an Agreement for Sewage Treatment Service dated September 8, 2008 that terminates on September 7, 2018; and

WHEREAS, St. Petersburg agrees to provide, and Tierra Verde agrees to pay for wastewater transmission, treatment, and disposal service ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Tierra Verde are committed to comply with all Federal, State and Local Rules and Regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Tierra Verde covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **SERVICE**

(a) St. Petersburg agrees to provide and Tierra Verde agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) St. Petersburg will treat the total wastewater flow generated from Tierra Verde up to an annual average daily flow of 437,500 gallons per day (GPD) within St. Petersburg's wastewater

treatment system in accordance with the terms of this Agreement and in accordance with the standards of quality and applicable rules and regulations.

(c) If for any reason, Tierra Verde experiences or anticipates an event in which the actual annual average daily flows exceed 437,500 GPD, Tierra Verde will immediately submit written notice to St. Petersburg and begin a joint analysis with St. Petersburg to address the need for additional wastewater capacity. Any resolution reached concerning maximum daily flow and wastewater capacity between Tierra Verde and St. Petersburg shall be reduced to a supplemental agreement between the two parties, which will reference the terms of this Agreement. A resolution between the parties regarding additional capacity and addressing the higher flow level must be reached within twelve (12) months of the date of St. Petersburg's receipt of the written notice or this agreement shall be terminated by St. Petersburg.

2. POINT OF CONNECTION

(a) All wastewater flows delivered to St. Petersburg from Tierra Verde under this Agreement shall be delivered to a point of connection between the St. Petersburg wastewater system and the Tierra Verde wastewater system.

(b) The point of connection shall be that point where the conveyance system of St. Petersburg is physically connected with the conveyance system of Tierra Verde and is more specifically described in Exhibit "B" attached hereto and incorporated by reference herein. St. Petersburg shall own all wastewater facilities and appurtenances from the point of connection to the wastewater treatment facility, unless otherwise mutually agreed.

3. METERING

(a) St. Petersburg shall be responsible for the installation, operation, maintenance and replacement of an appropriately sized and configured wastewater flow meter together with appurtenant equipment at such location as shown in Exhibit "B" (hereafter "the Tierra Verde meter"). St. Petersburg shall inspect and calibrate the Tierra Verde meter at least once each year. The metering equipment shall record total flow from Tierra Verde with an error tolerance not to exceed \pm five percent (5%) of the full-scale reading, and suitable for billing purposes.

(b) St. Petersburg shall read Tierra Verde's meter for billing purposes each month. No later than January 31st of each year, St. Petersburg shall calibrate the Tierra Verde meter and provide the results of the certified calibration to Tierra Verde in writing.

(c) Tierra Verde shall have the right to check the accuracy of the Tierra Verde meter at any time by notifying St. Petersburg in writing and requesting that St. Petersburg conduct an inspection of the Tierra Verde meter. St. Petersburg shall arrange for an inspection and provide at least three (3) days advance written notice to Tierra Verde of the date of such inspection. St. Petersburg shall provide a report of the inspection findings to Tierra Verde within thirty (30) days of the completion of such inspection. If the meter is found to be recording flows within \pm five percent (5%), Tierra Verde shall bear the cost of such inspection and shall reimburse St. Petersburg for the inspection costs within thirty (30) days of receipt of invoice for those costs. The term

"inspected" used in this Paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the flow meter to test and calibrate the accuracy of the flow meter.

(d) If the Tierra Verde meter is found to be in error exceeding five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards at St. Petersburg's expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of the Tierra Verde meter to attempt to identify when the error rate began to exceed five percent ($\pm 5\%$). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Tierra Verde's collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Tierra Verde. If the Parties are unable to establish, to a reasonable degree of certainty, a time since the Tierra Verde meter was last inspected or calibrated where it appears that the monthly wastewater flow from Tierra Verde, as measured by the Tierra Verde meter, began differing from actual monthly wastewater flow from Tierra Verde by more than five percent ($\pm 5\%$), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly wholesale wastewater service bills paid by Tierra Verde to St. Petersburg since the date the Parties identify as the date on which the Tierra Verde meter began malfunctioning, shall be adjusted. Tierra Verde shall pay to or receive from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Tierra Verde will be paid in equal monthly installments over the number of months the error rate exceeded five percent ($\pm 5\%$) beginning the month following re-computation of the wastewater service bills for that period.

(e) Wastewater generated within the geographical limits of Fort DeSoto Park ("Fort DeSoto"), real property owned and managed by Pinellas County, may be discharged into St. Petersburg's central pumping station and force main which also serve Tierra Verde. Charges to Tierra Verde shall be based upon the recorded flows from the Tierra Verde meter less the recorded flows from the Fort DeSoto flow meter. St. Petersburg shall inspect and calibrate, or require the inspection and calibration, of the Fort DeSoto meter at least once each year. If at any time Tierra Verde believes the metering device recording flows from the Fort DeSoto connection is registering incorrectly, Tierra Verde may make a written request to St. Petersburg to have such measuring device inspected in the presence of representatives of Tierra Verde. If the tested measuring device proves to be accurate within plus or minus five percent ($\pm 5\%$) of true flow, Tierra Verde shall pay the cost of the inspection. If the measuring device is found to be in error exceeding five percent (5%) of true accuracy, St. Petersburg shall have the meter re-calibrated in accordance with the manufacturer's recommended standards. The Parties shall review the monthly wastewater service bills since the date of the last inspection or calibration of the device to attempt to identify when the error rate began to exceed five percent ($\pm 5\%$). In conducting this review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting the Fort DeSoto collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as

well as any other matters which may account for material changes in the amount of wastewater produced by Fort DeSoto. If the Parties are unable to establish within a reasonable degree of certainty a time since the measuring device was last inspected or calibrated where it appears that the monthly wastewater flow from Fort DeSoto began differing from actual monthly wastewater flow by more than five percent ($\pm 5\%$), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly wholesale wastewater service bills paid by Tierra Verde to St. Petersburg since the date the Parties identify as the date on which the measuring device began malfunctioning, shall be adjusted. Tierra Verde shall pay to or receive from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Tierra Verde will be paid in equal monthly installments over the number of months the error rate exceeded five percent ($\pm 5\%$) beginning with the month following re-computation of the wastewater service bills for that period.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

(a) Tierra Verde and St. Petersburg agree to comply with all applicable federal, state, and local regulations including, but not limited to, federal pretreatment and cross connection control regulations. Tierra Verde shall execute the attached Industrial Pretreatment Agreement attached as Exhibit "C" and incorporated by reference herein. This Industrial Pretreatment Agreement shall supersede the Sewage Treatment Service Agreement executed on September 8, 2008 between Tierra Verde and St. Petersburg, which was assigned to and accepted by Tierra Verde at that time.

(b) If at any time Tierra Verde shall not comply with the restrictions imposed upon it in this Agreement, or if Tierra Verde shall create any condition or allow any condition to persist which St. Petersburg determines to be harmful, disruptive, or destructive to any of its wastewater facilities that carry, treat and dispose of wastewater discharged by Tierra Verde, St. Petersburg shall give thirty (30) days written notice per paragraph 15 below to Tierra Verde to discontinue such harmful operation or practice. Should Tierra Verde refuse or be unable to correct such harmful condition within thirty (30) days of such written notice, St. Petersburg, at its sole discretion, may provide remedies to such conditions and charge all costs of said remedies to Tierra Verde, including the cost of repairing damage directly associated with St. Petersburg's wastewater system, including intercepting sewers and pumping stations. Tierra Verde shall be responsible for any costs, fees, fines or penalties assessed against St. Petersburg as a result of permit or other regulatory violations caused as a result of any act, omission, or negligence by Tierra Verde or its officers, agents or employees in the operation of its wastewater collection system. Such costs, fees, fines or penalties shall be in addition to any other damages Tierra Verde is responsible for pursuant to this Agreement. However, Tierra Verde shall not be responsible for any condition created or allowed to persist by Pinellas County for wastewater being delivered from Ft. DeSoto.

(c) Tierra Verde understands and acknowledges that excess infiltration of fresh or saltwater into Tierra Verde's wastewater system causes the capability of St. Petersburg to treat domestic or industrial wastewater to be diminished and thus limits St. Petersburg's ability to treat and dispose of wastewater. Tierra Verde agrees that at the point of connection to St. Petersburg's system, chloride levels shall not exceed the local limit established for chlorides in the City of St. Petersburg

City Code, unless such chloride levels are due to extreme natural disaster or Act of God. (e.g. hurricane, tropical storm event). Tierra Verde agrees that the appropriate sampling location for St. Petersburg to sample Tierra Verde's wastewater to verify Tierra Verde's compliance with this Agreement will be the point of connection as shown on attached Exhibit "B". Tierra Verde further agrees to keep its wastewater collection system in such reasonable repair and condition that excess infiltration and inflow will be minimized. Tierra Verde shall execute the Inflow and Infiltration Agreement attached as Exhibit "D" and incorporated by reference herein. As specified in the Inflow and Infiltration (I/I) Agreement, Tierra Verde shall undertake an Annual I/I Reduction Plan and Program Report ("Annual Report") to identify excess inflow and infiltration and implement a program to control excess inflow and infiltration through a sewer rehabilitation program. (For purposes of this Agreement, the phrase "Excess Inflow and Infiltration" or any abbreviation thereof shall have the same definition as set forth in the Inflow and Infiltration Agreement attached as Exhibit "D" and incorporated by reference herein.) The form and format of the annual report shall be as agreed upon between both parties. Upon adoption of any applicable federal, state or local regulations relating to the maintenance, operation and management of sanitary sewer systems, Tierra Verde agrees to comply with the same and shall submit annual reports to St. Petersburg concerning its maintenance, operation and management program.

(d) Tierra Verde agrees to deliver primarily domestic wastewater to St. Petersburg's system. Tierra Verde agrees to adopt policies to prohibit the delivery of wastewater to the St. Petersburg system that will interfere with St. Petersburg's treatment process and agrees to provide or require such pretreatment of Tierra Verde's wastewater sufficient to meet untreated wastewater standards of the St. Petersburg wastewater system. The delivery of wastewater from the Tierra Verde system to the St. Petersburg system shall conform with the prohibitions and limitations established in the St. Petersburg City Code as the same now exists and/or as the same shall be hereafter amended from time to time. St. Petersburg shall adopt such local standards for Industrial Pretreatment for its customers, including wholesale users of the St. Petersburg wastewater system, by Ordinance, which may be amended from time to time for the protection of its wastewater system. St. Petersburg agrees to begin discussion with Tierra Verde no less than six (6) months prior to any changes to St. Petersburg's Industrial Pretreatment Ordinance that would impact Tierra Verde with respect to industrial pretreatment of its wastewater.

5. PROJECTIONS AND WASTEWATER FLOWS

(a) No later than January 31 of each year, Tierra Verde will give written notice to St. Petersburg of its projected wastewater flows for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the sanitary sewer service district population projection, per capita daily demand projection, average daily wastewater projection, and average inflow and infiltration flow projections based upon historical records.

(b) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission

or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgement or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(c) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of its system. St. Petersburg agrees to notify Tierra Verde in advance, if practicable, and to promptly notify Tierra Verde of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Tierra Verde and make reasonable efforts to work with Tierra Verde to mitigate adverse consequences of such restrictions or limitations. St. Petersburg does not waive its right to terminate this Agreement through this or other expressions of good faith cooperation and negotiation.

6. RATES AND CHARGES

(a) St. Petersburg agrees to provide, and Tierra Verde agrees to pay, for Wastewater Services based on the rates, fees, and charges, established by the St. Petersburg City Council by Ordinance. Tierra Verde shall also pay a twenty-five percent (25%) outside St. Petersburg city limit surcharge as authorized by Section 180.191 Florida Statutes. St. Petersburg shall provide preliminary notice to Tierra Verde at least one hundred and twenty (120) days prior to the effective date of any changes to its rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public hearing scheduled to consider such changes in the rates, fees, charges or surcharges.

(b) St. Petersburg shall bill Tierra Verde monthly based on the meter reading of the Tierra Verde meter less the meter reading of the Fort DeSoto meter, in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Meter readings for the month shall be made on or about the last day of the month and payment shall be made upon receipt of invoice. Payments received after 45 days shall be subject to reasonable late charges as established by St. Petersburg and published in the St. Petersburg City Code. Failure of Tierra Verde to pay charges shall constitute a breach of this Agreement.

7. NO ACQUIRED RIGHTS

Neither Party, by reason or any provision of this Agreement, or the use of facilities there under, or otherwise, shall acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services after the expiration of the initial term of this Agreement or under any renewal thereof shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

8. OWNERSHIP

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system, and each is a separate and independent system from the other.

9. DISCONNECTION

Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the St. Petersburg system shall be disconnected within a reasonable amount of time not to exceed two (2) years, which will allow for Tierra Verde to achieve an alternate connection or treatment solution, and the St. Petersburg system left in as good condition as before connection was made therewith, normal wear and tear excepted.

10. DEFAULTS

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this Agreement, the other has the option to cancel this Agreement by giving the other Party ninety (90) days written notice.

11. TERM

The term of this Agreement shall be for ten (10) years.

12. ASSIGNMENT

Tierra Verde may assign its rights under this Agreement to:

(a) any affiliate after giving 10 days' prior written notice of the assignment to St. Petersburg; or

(b) any entity which acquires all or substantially all of Tierra Verde's operating assets, or in the event Tierra Verde or its affiliate(s) is merged or reorganized pursuant to any plan of merger or reorganization, subject however, to the following conditions:

(i) the proposed assignee shall provide St. Petersburg with: (A) a statement, signed on behalf of the assignee that such assignee agrees to abide by the terms of this Agreement; (B) evidence of such assignee's corporate authority to enter into this Agreement; and (C) a copy of the assignee's most current audited financial statements, in accordance with generally accepted accounting principles consistently applied, showing that such assignee has a minimum net worth to allow assignee to perform its obligations under this Agreement; and

(ii) receipt of any requisite approval of such transfer by the Florida Public Service Commission.

Any such assignment shall be in writing and shall be executed with the same formalities as this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, whether by merger, consolidation, conveyance or otherwise.

13. SUPERSEDES

This Agreement replaces and supersedes the previous Agreement for Wastewater Services by and between Tierra Verde and St. Petersburg, dated September 8, 2008.

14. HOLD HARMLESS

Tierra Verde agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Tierra Verde, its agents or employees, or due to any act, occurrence, omission, or negligence of Tierra Verde, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Tierra Verde from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence, omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by St. Petersburg of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

15. NOTICE

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, email, or when mailed, registered or certified first-class postage pre-paid as set forth below:

If to St. Petersburg, to:

Director Water Resources Department
City of St. Petersburg
1635 Third Avenue North
St. Petersburg, FL 33713

with a copy to:

City Attorney
City of St. Petersburg
P.O. Box 2842
One 4th Street North
St. Petersburg, FL 33701

If to Tierra Verde, to:

Chief Executive Officer
Utilities, Inc. of Florida
2335 Sanders Road
Northbrook, IL 60062

with a copy to:

President
Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

and

General Counsel
Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062

16. ADDITIONAL PROVISIONS


If during the term of this Agreement, the property owners of the area served by Tierra Verde are annexed into St. Petersburg, then this Agreement shall become null and void one (1) year after the date of such annexation and St. Petersburg may purchase Tierra Verde's wastewater utility facilities at a mutually agreed upon purchase price. If the Parties are unable to agree upon a purchase price for the facilities, the Parties agree to have the fair market value of the facilities determined by a Florida Court having appropriate jurisdiction and each Party shall be responsible for its own attorney's fees and costs in any such proceeding. The termination of this Agreement shall not be used as a basis to diminish the fair market value to be paid for the utility facilities. Upon determination and payment of the fair and reasonable value of the facilities to Tierra Verde, the facilities shall be transferred to St. Petersburg.

17. SEVERABILITY


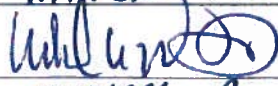
If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.


UTILITIES, INC. OF FLORIDA:

By: 
Print: John P. Hoy
Title: PRESIDENT

WITNESSES


By: 
Print: PATRICK C. FLYNN
By: 
Print: MICHAEL A. WILSON

CITY OF ST. PETERSBURG, FLORIDA:

By: 
Name: Rick Kriseman
Rick Kriseman
Mayor

ATTEST

(SEAL)


Chan Srinivasa
City Clerk



Approved as to Form and Content:


City Attorney (Designee)

Surveyor's Report

1. The purpose of this Surveyor's Report is to clarify, through a graphic depiction, the limits of a previously created description of the service area of Tierra Verde; Utilities, Inc. of Florida.
2. Description (Provided):

All of MONTE CRISTO ISLE UNIT ONE, according to the plat thereof recorded in Plat Book 17, Pages 51 and 52 of the Public Records of Pinellas County, Florida;

All of TIERRA VERDE UNIT ONE, according to the plat thereof recorded in Plat Book 57, Pages 42 through 55 inclusive of the Public Records of Pinellas County, Florida;

All of TIERRA VERDE UNIT ONE, FIRST REPLAT, according to the plat thereof recorded in Plat Book 59, Pages 85 through 87 inclusive of the Public Records of Pinellas County, Florida;

All of TIERRA VERDE UNIT ONE, SECOND REPLAT, according to the plat thereof recorded in Plat Book 59, Pages 90 through 94 inclusive of the Public Records of Pinellas County, Florida;

All of TIERRA VERDE UNIT ONE, THIRD REPLAT, according to the plat thereof recorded in Plat Book 60, Pages 2 and 3 of the Public Records of Pinellas County, Florida;

All of TIERRA VERDE UNIT ONE, FOURTH REPLAT, according to the plat thereof recorded in Plat Book 60, Pages 25 through 27 inclusive of the Public Records of Pinellas County, Florida;

Also,

That portion of Government Lots 1, 2, 3, and 4 of SECTIONN 29, and that portion of Government Lots 3 (also known as Island No. 9), 1 and 2 of SECTION 30; TOWNSHIP 32 SOUTH, RANGE 16 EAST, lying Southerly and Westerly of the Southerly and Westerly plat limits of Tierra Verde Unit One and Tierra Verde Unit One, Second Replat, according to the plats thereof recorded in Plat Book 57, Pages 42 through 55 inclusive and Plat Book 59, Pages 90 through 94 inclusive, respectively, of the Public Records of Pinellas County, Florida.


3. There have been additional Replats recorded within the limits of the provided description, however, the provided description accurately describes the limits of the service area of Tierra Verde; Utilities, Inc. of Florida.

Surveyor's Notes

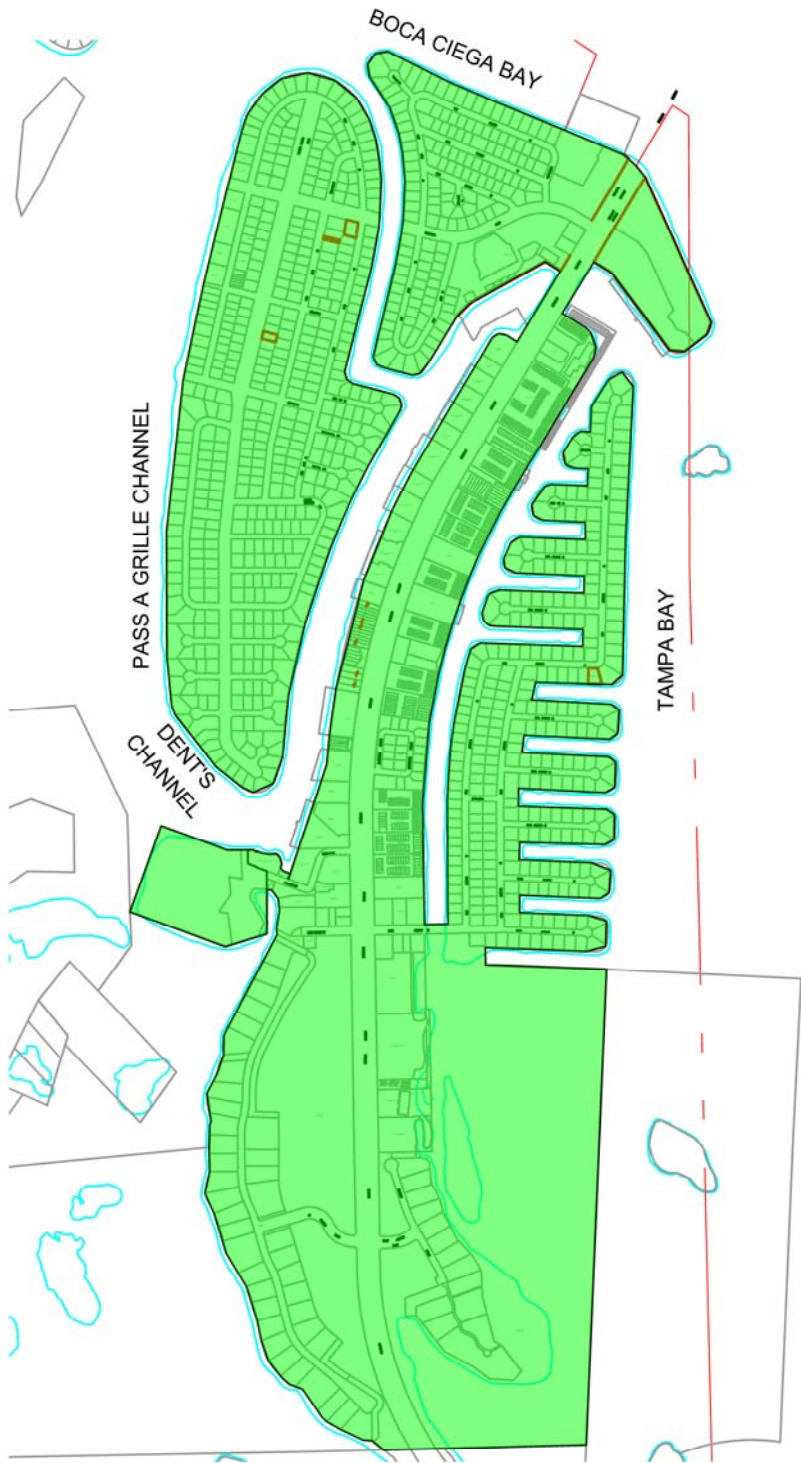
1. Description of limits provided by the City of St. Petersburg Public Works Administration.
2. Parcel lines based on the Pinellas County Property Appraiser.


 Timothy R. Collins
 Professional Surveyor and Mapper
 Florida Registration Number 6882

 Date

REVISIONS		 ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT CITY of ST. PETERSBURG NOT TO SCALE	TIERRA VERDE; UTILITIES, INC. OF FLORIDA	
BY	DATE		TOWNSHIP 32 SOUTH RANGE 16 EAST	
			SHEET No. 1 OF 2	

Surveyor's Report



 - Area within limits of the provided description.

See Sheet 1 for notes, signature and seal.

REVISIONS	
BY	DATE



ENGINEERING AND CAPITAL
IMPROVEMENT DEPARTMENT
CITY of ST. PETERSBURG

NOT TO SCALE

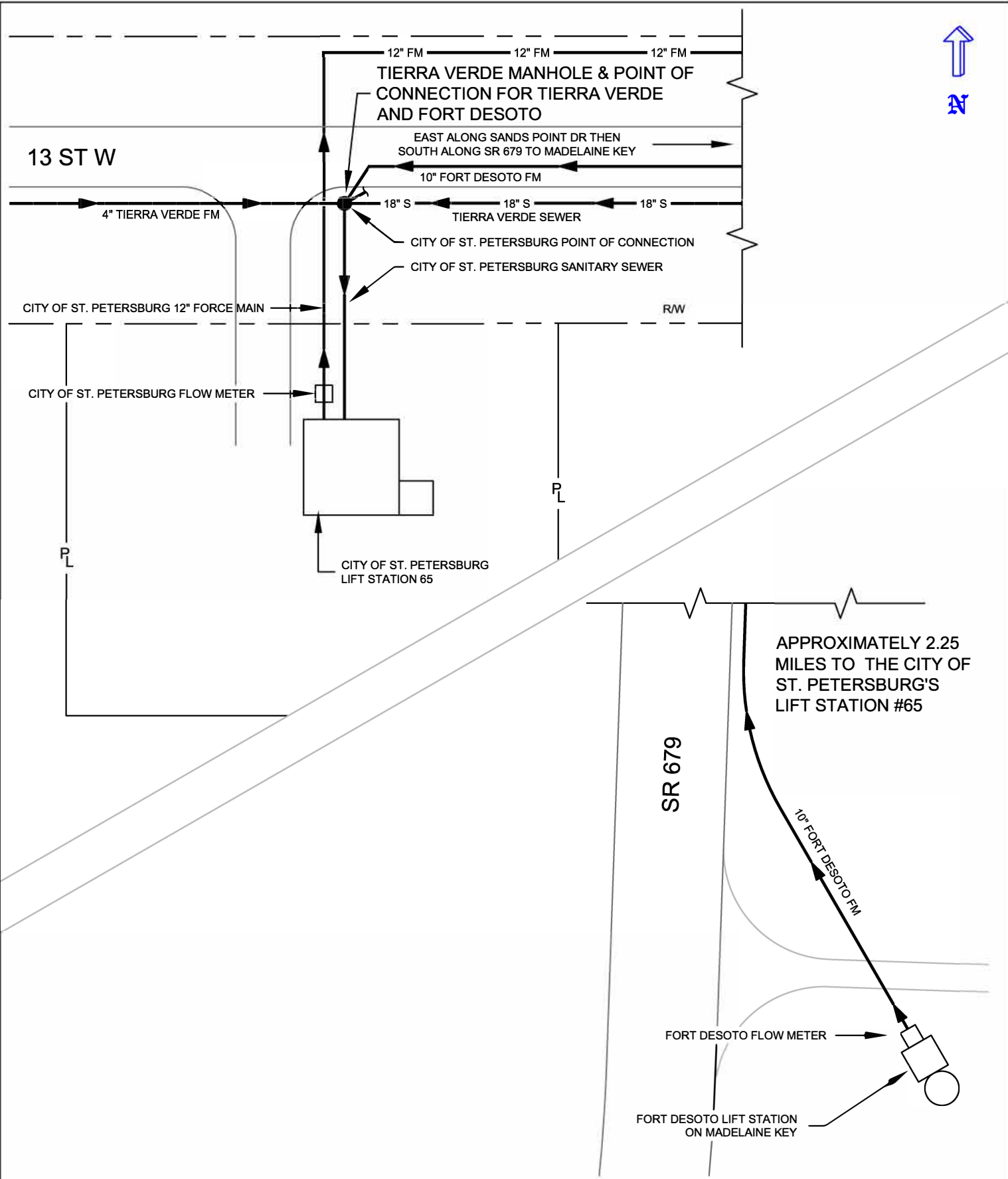
TIERRA VERDE;
UTILITIES, INC. OF FLORIDA

TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: JULY 18, 2018

SHEET No.

2 OF 2



CITY OF ST. PETERSBURG, WATER RESOURCES DEPARTMENT



Drawn By: JRM
 Tech Support
 Scale: NTS
 DATE: 9-19-17

EXHIBIT B
UTILITIES, INC. OF FLORIDA
AGREEMENT FOR WASTEWATER SERVICES

EXHIBIT C

**INDUSTRIAL PRETREATMENT AGREEMENT BETWEEN
CITY OF ST. PETERSBURG
AND UTILITIES, INC. OF FLORIDA.**

RECITALS

WHEREAS, the City of St. Petersburg (“St. Petersburg”) owns and operates a wastewater collection, treatment, and disposal system, herein referred to as “the System”, and

WHEREAS, St. Petersburg has entered into a wastewater service agreement with Utilities, Inc. of Florida, (“Tierra Verde”) dated AUGUST 27, 2018 (“Wastewater Agreement”) whereby St. Petersburg has agreed to provide wastewater service to Tierra Verde; and

WHEREAS, Tierra Verde provides wastewater collection services to certain real property located within Pinellas County, Florida more specifically described in Exhibit “A” to the Wastewater Agreement; and

WHEREAS, St. Petersburg is required by both Federal and State law to implement a pretreatment program applicable to all industrial users of the System wherever located; and

WHEREAS, Tierra Verde acknowledges its responsibility to comply with all appropriate Federal, State, and Local laws and regulations relating to industrial pretreatment;

In consideration of the following terms and conditions contained herein St. Petersburg and Tierra Verde agree that:

1. Tierra Verde shall certify and document no later than January 31 of each year that there are no significant industrial users, as defined by Federal, State, and Local regulations including Section 27-206(a) St. Petersburg City Code, nor dental dischargers as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017 connected to Tierra Verde’s wastewater system. Such documentation shall be sent to:

Director of Water Resources Department
City of St. Petersburg
1635 Third Avenue North
St. Petersburg, FL 33713

2. Tierra Verde shall designate an appropriate official or employee to review, on an annual basis, all pertinent records (e.g., connection permits, business licenses, water use records) to determine whether any significant industrial user or dental dischargers will be served by Tierra Verde. If a prospective significant industrial user or dental discharger is identified, Tierra Verde shall report this fact to St. Petersburg, and in that event, and only in that event, shall the provisions of paragraphs 4 and 5 below be invoked. Tierra Verde shall provide St. Petersburg

access to these records for independent verification of both Tierra Verde review procedures and records.

3. Tierra Verde agrees that, when required to do so, it will adopt and diligently enforce a wastewater use program which references, at a minimum, the “prohibited discharge” standards and the National Categorical Standards contained in the Federal Pretreatment Regulations, State regulations and the local limitations adopted by St. Petersburg related to industrial pretreatment, including dental dischargers, as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017.
4. St. Petersburg at its discretion shall install appropriate metering and monitoring equipment at all points where Tierra Verde connects to St. Petersburg’s system. All reasonable costs or expenses incurred by St. Petersburg in maintaining and operating this equipment shall be assessed in accordance with the terms of the wholesale wastewater service agreement between St. Petersburg and Tierra Verde on AUGUST 27, 2018.
5. Tierra Verde shall not authorize any significant industrial user or dental discharger located within its jurisdiction to commence discharging to its wastewater system until provision has been made between Tierra Verde and St. Petersburg to oversee the significant industrial user’s compliance with all applicable Federal, State, and Local pretreatment requirements. This shall be accomplished by renegotiation of this Agreement to establish and designate administrative responsibilities between Tierra Verde and St. Petersburg for all pretreatment legal and programmatic functions required by Title 40, Part 403 of the Code of Federal Regulations and Rule 62-625, Florida Administrative Code, and any other appropriate Federal, State, and Local regulations, including the following.
 - a) The agreement should indicate whether Tierra Verde or St. Petersburg is responsible for issuing control mechanisms to industrial users located within the contributing jurisdiction. If joint control mechanisms are to be issued, the agreement should indicate which party will take the lead in preparing the draft control mechanisms.
 - b) The agreement should indicate whether Tierra Verde or St. Petersburg has primary responsibility for enforcing pretreatment standards and requirements against industrial users located within Tierra Verde sewer service area. If Tierra Verde has primary responsibility for enforcing the program, the agreement should specify whether St. Petersburg can enforce such pretreatment standards and requirements if Tierra Verde fails to do so.
 - c) Where Tierra Verde has primary responsibility for permitting, compliance monitoring, and enforcement, it agrees that St. Petersburg has the right to take legal action as necessary to enforce the terms of the agreement and act directly against noncompliant industrial users if Tierra Verde is unable or unwilling to

do so. The agreement should also provide for remedies available against Tierra Verde, including indemnification and specific performance of pretreatment activities.

AGREED TO AND EXECUTED on this 27th day of AUGUST, 2018.

UTILITIES, INC. OF FLORIDA:

By: [Signature]
Print: JOHN P. HOY
Title: PRESIDENT

WITNESSES

By: [Signature]
Print: PATRICK C. FLYNN
By: [Signature]
Print: MICHAEL A. WILSON

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: [Signature]
Name: Rick Kriseman
Rick Kriseman
Mayor

(SEAL)

[Signature]
Chan Srinivasa
City Clerk



Approved as to Form and Content:
[Signature]
City Attorney (Designee)

EXHIBIT D

INFLOW AND INFILTRATION AGREEMENT

Between

CITY OF ST. PETERSBURG and UTILITIES, INC. OF FLORIDA

THIS INFLOW AND INFILTRATION AGREEMENT is entered into this 27th day of AUGUST, 2018, by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg", and Utilities, Inc. of Florida, a Florida corporation, herein referred to as "Tierra Verde". Both St. Petersburg, as a provider of wholesale wastewater services, and Tierra Verde, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the "Parties," are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns, operates and maintains wastewater collection/transmission, treatment, and disposal facilities ("the System") [which includes but is not limited to the Northwest (FLA128821), Albert Whitted (FLA128830), Southwest (FLA128848), and Northeast (FLA128856) Water Reclamation Facilities ("Facilities" or "System"), and the St. Petersburg Master Reuse System (FLA012881)] that are permitted by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, St. Petersburg provides wastewater transmission, treatment and disposal service ("Wastewater Service") to Tierra Verde pursuant to an agreement dated AUGUST 27, 2018 (the "Agreement"); and

WHEREAS, both Parties recognize that St. Petersburg and FDEP entered into a consent order (OGC FILE NO. 16-1280) addressing unpermitted discharges of wastewater and effluent from several of its Facilities and System; and

WHEREAS, both Parties recognize that excessive inflow and infiltration (I/I) ("Excess I/I") of stormwater and groundwater into the Parties' sanitary sewer systems may contribute to unpermitted discharges; and

WHEREAS, St. Petersburg desires to establish Peaking Factors within its wastewater collection/transmission, treatment, and disposal systems; including contributory flow received from wastewater collection/transmission systems owned and operated by Tierra Verde; and

WHEREAS, both Parties recognize the need for cooperation to allow Tierra Verde to determine the most cost-effective way to reduce I/I in order to remain below the maximum Peaking Factors.

NOW, THEREFORE, St. Petersburg and Tierra Verde hereby enter the following agreement:

1. PURPOSE OF AGREEMENT

(a) The purpose of this Agreement is to cooperatively reduce unpermitted discharges of wastewater, preserve capacity in the existing System, and assist in the planning for new or expanded capacity in the future. This Agreement establishes standards for acceptance of Inflow and Infiltration (I/I) from wholesale wastewater customers through monitoring of Peaking Factors and the requirement that Tierra Verde prepare and implement plans to reduce Excess I/I on an annual basis and provide St. Petersburg with progress reports that reflect best efforts to protect the health, welfare and safety of the public and the environment by requiring the reduction of I/I and minimizing the risk of overflows in the System.

2. DEFINITIONS

(a) "Annual Average Daily Flow" means the total volume of wastewater measured at the compliance point during any consecutive 365 days, divided by 365 and expressed in units of MGD.

(b) "Compliance Point" means the point of flow measurement where Tierra Verde's flows enter into the St. Petersburg System.

(c) "Excess Inflow and Infiltration (Excess I/I)" means I/I is considered excessive if the actual flow rate at the Compliance Point exceeds either the Maximum Day Flow or the Peak Hour Flow calculated in accordance with Paragraph 3 (b) of this agreement.

(d) "Maximum Day Flow" means the largest volume of wastewater measured at the compliance point during any consecutive 24-hour period, expressed in units of MGD; maximum 24-hour flow.

(e) "MGD" means a flow rate expressed in million gallons per day.

(f) "Peak Flow" means the maximum wastewater flow rate Tierra Verde is authorized to deliver to the System expressed as both a maximum daily flow and peak hour flow.

(g) "Peak Hour Flow" means the largest volume of wastewater measured at the compliance point during any consecutive 60-minute period, expressed in units of MGD; maximum 60-minute flow.

(h) "Peaking Factor" means a multiplier that expresses the ratio of a peak (or maximum) flow to the annual average daily flow; the maximum day peaking factor is the

ratio of the measured maximum day to the measured annual average daily flow; the peak hour peaking factor is the ratio of the measured peak hour flow to the measured annual average daily flow.

(i) "Reporting Year" means the twelve-month period of January through December.

3. PEAK FLOW

(a) Wastewater flows measured at the compliance point are expected to not exceed the authorized Peak Flow during any given time periods.

(b) Peaking Factors for Annual Average Daily Flow, Maximum Day Flow and Peak Hour Flow Allocations shall be:

Level of Service Flow	Peaking Factor
Annual Average (daily)	1.0
Maximum Day	2.0
Peak Hour	3.0

4. PEAK FLOW RATE REDUCTION REQUIREMENTS.

(a) Tierra Verde shall take appropriate actions to ensure that its wastewater flows do not exceed the Peak Flows calculated in accordance with Paragraph 3(b) of this Agreement. If Tierra Verde has multiple compliance points within Tierra Verde's system, the flow rate will be evaluated for each compliance point. A flow rate exceedance occurs if the highest measured value of Tierra Verde's applicable flow rate, as recorded by St. Petersburg from flow data collected at compliance points defined in Exhibit [B], exceeds Tierra Verde's applicable Peak Flow.

5. REPORTING REQUIREMENTS


(a) Flow Rate Exceedance Report. If Tierra Verde has a flow rate measured at a compliance point which exceeds the Peak Flow as defined in this Agreement, St. Petersburg will notify Tierra Verde of the exceedance in writing within 7 days. Within thirty (30) days of being notified of a flow rate exceedance by St. Petersburg, Tierra Verde shall provide St. Petersburg a written evaluation of what caused the exceedance, what actions will be taken to correct the exceedance and when these actions will be completed. If the actions and timelines for correction of this exceedance are already contained within Tierra Verde's Annual Report (Section 5. (b)), the written evaluation must reference the

applicable section of the Annual Report and provide written verification that the plans and timelines detailed in the Annual Report will eliminate further exceedances from this compliance point.


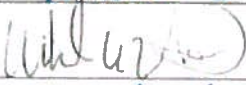
(b) Annual I/I Reduction Plan and Progress Report ("Annual Report"). No later than January 31 each year Tierra Verde shall submit an Annual Report to St. Petersburg. This report shall be certified for accuracy by a professional engineer licensed in the state of Florida or by a corporate officer. The Annual Report must contain the following information:

- i) Detailed documentation of Excess I/I identification and reduction activities carried out during the reporting year. This report should identify the manhole covers plugged and sealed, cross connections eliminated, service laterals lined, manholes rehabilitated or replaced, a description of sanitary sewer lines rehabilitated or replaced and other reduction activities. This report should also include the linear feet of sanitary sewer televised, smoke test results, flow monitoring information, and other Excess I/I identification tasks completed.
- ii) Detailed plans of I/I identification and reduction activities that Tierra Verde will complete during the upcoming calendar year. These plans should include activities, timelines and milestones.
- iii) Copies of any information distributed to the public concerning Excess I/I reduction efforts. Alternatively, Tierra Verde may substitute a copy of their periodic status report addressed to FDEP as required under a Consent Order, if applicable.

UTILITIES, INC. OF FLORIDA:

By: 
Print: JOHN P. HOY
Title: PRESIDENT

WITNESSES

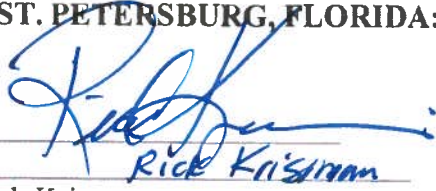
By: 
Print: PATRICK C. FLYNN
By: 
Print: MICHAEL A. WILSON

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: _____

Name: _____

Rick Kriseman
Mayor

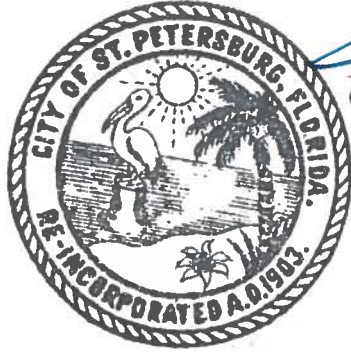


(SEAL)



Chan Srinivasa
City Clerk

Approved as to Form and Content:



City Attorney (Designee)