

## **INTERLOCAL WHOLESALE WASTEWATER AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Brooksville, a municipality of the State of Florida, hereinafter referred to as "CITY," and Hernando County, Water and Sewer District, a body corporate and politic, by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "DISTRICT."

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

**WHEREAS**, the parties own, maintain, and operate independent sanitary sewer systems for the collection and treatment of domestic wastewater for residential and commercial customers within their respective service area boundaries; and

**WHEREAS**, the CITY has requested the DISTRICT to provide wholesale wastewater service to the CITY, as more particularly depicted on Exhibit "A", on an interim basis for the benefit of its customers located within the CITY's wastewater system until such time the CITY expands its wastewater treatment capacity and wastewater service is made available; and

**WHEREAS**, the DISTRICT owns, maintains and operates a countywide wastewater collection, treatment and disposal system (hereinafter referred to as the "DISTRICT's Wastewater System") within the boundaries of Hernando County, Florida; and

**WHEREAS**, the CITY's wastewater treatment capabilities are limited, and they do not have the current capacity to serve the proposed developments inside the CITY's service area; and

**WHEREAS**, Hernando County has enacted the Hernando County Industrial Pretreatment Ordinance, codified as Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances, as amended, which establishes uniform requirements for all users of the DISTRICT's Wastewater System; and

**WHEREAS**, subject to the conditions and limitations set forth herein, the DISTRICT is willing to provide wholesale wastewater services to the CITY on an interim basis until such time that CITY expands its wastewater treatment facilities and CITY wastewater service is made available to the properties shown in Exhibit A; and

**WHEREAS**, Chapter 163, Florida Statutes authorizes public entities to enter into cooperative agreements for public purposes.

**NOW, THEREFORE**, in consideration of the premises which shall be deemed an integral part of this agreement and of the mutual covenants and conditions set forth herein, the DISTRICT and CITY intending to be legally bound thereby, agree as follows:

**Section I. Whereas Clauses.**

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

**Section II. Purpose.**

It is the purpose and intent of this agreement to furnish wastewater services to certain real property located within the boundaries of the CITY Service Area and to provide for assurances of timely payment to the DISTRICT of all charges legally assessable under this agreement to compensate the DISTRICT for those costs incurred in the provision of such service by the DISTRICT including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, permitting costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

**Section III. Wholesale Wastewater Service.**

A. The DISTRICT agrees to accept for treatment and disposal wastewater from CITY as a wholesale customer and CITY agrees to provide wastewater to the DISTRICT which CITY shall collect through the CITY's Sewer System from the property located

in Exhibit "A". The CITY shall be responsible for making the connection of its wastewater system to the DISTRICT's wastewater system, including the construction of any force mains, valves, system upgrades, and other devices necessary for the connection, and dedication of any required easements for the metering facility at the point of connection between the two wastewater systems (hereinafter "Point of Connection"). The location, spacing, and type of connection to the DISTRICT's wastewater system shall be approved, in writing, by the DISTRICT's Utilities Director, or that person's designee (hereinafter referred to as the "DISTRICT staff") prior to the time the work is performed. Such work within the County may be supervised and directed by the DISTRICT staff and shall meet all applicable State and DISTRICT standards. It shall be the responsibility of the CITY to furnish proof from its Administrator for Utilities Services, equivalent, or that person's designee (hereinafter referred to as the "CITY staff") to the DISTRICT staff that all equipment and materials furnished meet applicable State and DISTRICT standards. Any deviation must be approved in writing by the DISTRICT staff. The CITY shall furnish and install, as part of its connection to the DISTRICT's wastewater system, an appropriate metering device and appurtenant equipment (hereinafter collectively referred to the "metering facility") meeting DISTRICT specifications at a mutually approved location. The Point of Connection to the DISTRICT's wastewater system shall include a metering facility and the CITY shall provide a spare meter and read module for use by the DISTRICT to facilitate meter calibration activities. The meter and connections to the DISTRICT's Wastewater System shall be installed by the CITY in compliance with the DISTRICT's engineering standards and shall be subject to inspection by the DISTRICT. It shall be the responsibility of the CITY to pay all costs associated with the modeling, design, purchase, and installation of such force mains, valves, metering facilities, and any system upgrades (DISTRICT and CITY system upgrades) necessary to provide wastewater to the DISTRICT, including but not limited to, the acquisition of any easements, permits, or approvals necessary for construction and all associated fees. The ownership of the metering

facility and any necessary improvements constructed downstream of the metering facility shall be conveyed to the DISTRICT once constructed and approved to be placed into service.

B. The DISTRICT shall own, operate, and maintain the metering facility and all appurtenances. The CITY shall also be provided reasonable access to the metering facility for testing and reading purposes, provided a 48-hour (2 business days) notice is given to the DISTRICT.

C. The CITY shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all facilities located upstream of the metering facility.

D. WASTEWATER QUALITY. The quality of sewage received by the DISTRICT from the CITY pursuant to this Agreement shall always be domestic strength in accordance with the waste parameters as adopted by the DISTRICT in all then (from time-to-time) applicable Ordinances, including the Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently enacted or amended, applicable, to the DISTRICT's Wastewater System. The DISTRICT shall have the right to test the CITY'S wastewater discharge at the CITY'S pump stations for all pollutants as determined by the DISTRICT.

E. The DISTRICT shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all mains, lines, pumps and the other facilities necessary to receive and transport the wastewater to be treated pursuant to this Agreement from the Point of Connection to the DISTRICT's wastewater system.

F. The maintenance to be performed by the DISTRICT and the CITY shall be performed in such a manner as is necessary to meet the standards prescribed by applicable regulatory agencies and to maintain the facilities at the Point of Connection at a level

of performance, maintenance and repair which will not adversely affect existing CITYs of either the CITY or the DISTRICT.

**Section IV. Capacity Allocation.**

A. This Agreement only relates to providing service to the CITY Service Area delineated on Exhibit "A" of this Agreement (the "Service Area"). The capacity allocation will be limited to the areas and number of units identified on Exhibit "A". Final capacity allocation may be reduced based on the start-up and testing of the county owned transmission system infrastructure improvements and will be limited to the capacity of the transmission system operating in compliance with the DISTRICT's standard specifications.

B. **METER READING AND PAYMENTS.** The DISTRICT will invoice the CITY monthly in accordance with meter readings taken. The CITY shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the DISTRICT, if the payment is not made within forty-five (45) days after receipt of the invoice, the CITY agrees to pay interest or penalties as established from time to time in the DISTRICT's utility system service regulations on any delinquent balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the DISTRICT to those remedies set forth in the default section.

C. The DISTRICT will calibrate the meter on an annual basis and provide copies of test results to the CITY. In the event the CITY staff disputes the accuracy of any meter reading, it must notify the DISTRICT within thirty (30) days of receipt of an invoice. All meter readings not disputed within thirty (30) days of receipt by the CITY are final and not subject to dispute. In the event the CITY staff disputes the billing, it shall still pay the amount billed by the DISTRICT. If it is subsequently determined, in accordance with the procedure specified

below, that the billing is in error, then the CITY will be reimbursed or credited for any difference within forty-five (45) days of such determination. CITY shall have the right, with forty-eight (48) hour notice to DISTRICT, to have the meter tested for accuracy at its own expense. If the CITY demonstrates that the DISTRICT meter is not working properly, then the DISTRICT shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meter's performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company as to the meter's performance or accuracy shall be binding upon the parties. In the event the meter is determined to be accurate within the manufacturer's range of tolerance, then the cost of testing shall be paid by the CITY. If the meter is determined to be inaccurate and outside the range of tolerances, then the DISTRICT shall pay for the cost of testing.

D. **SERVICE RATES AND FEES.** The CITY agrees to pay the DISTRICT as per its approved service rates in effect at the time of billing as established by the DISTRICT Board of County Commissioners for wholesale wastewater service. DISTRICT currently does not have an approved Wholesale Wastewater User Rate and until a wholesale rate structure has been approved by the DISTRICT's Board of County Commissioners, DISTRICT shall charge the CITY its existing commercial class rate. This approved rate structure will be applied to the agreement and reflect updates as approved by DISTRICT's Board of County Commissioners.

E. Capacity Reservation Charge: CITY agrees to pay a supplemental volumetric charge in the amount of \$5.68 per 1000 gallons of wastewater metered in addition to the Service Rates and Fees, in lieu of a connection or impact fee. The Capacity Reservation Charge shall be automatically adjusted on October 1st of each fiscal year beginning October 1, 2026 and thereafter, predicated on the application of the price index for water and wastewater

utilities as approved and published annually by the Florida Public Service Commission (FPSC Index). In no event will the application of the FPSC Index be less than 0.00%. The CITY shall provide the DISTRICT quarterly reports identifying new service connections and Upgraded Service Connections made during each fiscal quarter by no later than April 30, July 31, October 31, and January 31 of each fiscal year. The DISTRICT shall have the right to request and receive from the CITY documentary support to substantiate the new service connection or Upgraded Service Connection information provided in such report, at no cost to the DISTRICT. The DISTRICT further shall have the right to audit the CITY's books and records associated with such new service connections and Upgraded Service Connections subject to this Agreement, including the right to retain an independent third party to conduct such audit, at the DISTRICT's expense. The CITY shall cooperate with the DISTRICT or its third-party designee in the performance of such audit.

**Section V. CITY Obligations.**

**Public Wastewater System:**

- A. The CITY shall be responsible, at its expense:
  - 1. For designing and constructing all facilities and county system upgrades.
  - 2. Dedicating required easements to the county for maintenance and operation of the county wastewater collection systems.
  - 3. For furnishing and installing all lines, valves, and other facilities and appurtenances necessary with the DISTRICT's wastewater system.
  - 4. For arranging the performance of all investigations and testing required to place said connection equipment into service.
  - 5. For conveying all such equipment to the DISTRICT for ownership, operation, and maintenance along with sufficient interests in real property

necessary to perform such operation and maintenance. Any materials and equipment dedicated to the DISTRICT shall be warranted by the CITY for a period of eighteen (18) months from the date of acceptance.

6. For operating and maintaining all such connection equipment installed on the CITY's side.

7. Delivery of wastewater to the DISTRICT's system.

8. Provide maintenance of the CITY's conveyance system and perform best management practices such that inflow and infiltration from stormwater and groundwater will not cause adverse impacts to the DISTRICT's system.

9. Provide annual demand projections for new connections to the system.

B. The CITY shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of the CITY wastewater systems.

C. The DISTRICT shall have the same responsibility as to its wastewater system.

#### **Section VI. Compliance with Regulations and Laws.**

A. **ADMINISTRATIVE REGULATIONS.** It is understood and agreed that the DISTRICT's acceptance of wastewater as set forth in this Agreement is subject to the rules, regulations orders and permits of the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection and the DISTRICT's ability to accept wastewater under this Agreement is so governed. The DISTRICT and CITY shall comply with all applicable rules, regulations, orders and permits of the U.S. Environmental Permitting Agency and the Florida Department of Environmental Protection.



B. **COMPLIANCE WITH LAWS.** CITY shall comply with all applicable federal, state and local laws, rules, regulations, orders, permits and standards within the CITY Service Area served by the CITY's Sewer System extending beyond the meters and connections to the DISTRICT's Wastewater System. Such federal, state and local requirements shall include, but not be limited to the Clean Water Act (33 U.S. Code § 1251, et seq.), General Pretreatment Regulations (Chapter 62.625, F.A.C.), and Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances), as amended, and operating permit conditions applicable to the DISTRICT's Wastewater System.

C. **WASTEWATER TREATMENT REGULATIONS.** Throughout the term of this Agreement and any renewal of this Agreement, CITY shall take appropriate action, including enactment, amendment, approval, adoption, implementation and enforcement of ordinances, resolutions and regulations, to ensure that all users of the CITY Sewer System comply with the Hernando County Wastewater Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently enacted or amended, applicable to the DISTRICT's Wastewater System. CITY shall require all users of the DISTRICT's Wastewater System to comply with the requirements specified in section 28, Hernando County Code of Ordinances, as amended. CITY shall further require all significant (CITYs subject to pre-treatment requirements) users of the DISTRICT's Wastewater System and, if determined necessary by the DISTRICT, any other users of the DISTRICT's Wastewater System to obtain wastewater discharge permits from the DISTRICT in accordance with sections 28-243, Hernando County Code of Ordinances, as amended. The DISTRICT shall require the installation of grease interceptors at all food service establishment locations, including but not limited to, restaurants, convenience stores, nursing homes, hospitals, churches, and clubs, where any food is prepared by cooking on premises.

**Section VII. General Provisions.**

A. **NOTICES.** These conditions are binding upon the successors and assignees of the parties hereto. Whenever one party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. The notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

CITY :                               Public Works  
  C/O Director, Richard Weeks  
  600 South Brooksville Avenue  
  Brooksville, Florida 3401

DISTRICT:                       Hernando County Water and Sewer District  
  C/O Director, Hernando County Utilities Department  
  15365 Cortez Blvd.  
  Brooksville, FL 34613

With Copy to:               County Administrator  
  Hernando County, Florida  
  15470 Flight Path Drive  
  Brooksville, Florida 34604

These addresses may be changed by giving notice as provided for in this paragraph.

B. **DEFAULT.** If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement and does not cure the default within thirty (30) days after the date of a written notice from the non-defaulting party specifying the nature of the default, then either party may demand mandatory mediation of the dispute. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto.

C. **TERMINATION.** This Agreement or any renewal of this Agreement may be cancelled or terminated by mutual written consent of the parties. This Agreement or any

renewal of this Agreement shall be cancelled or terminated as of the date set forth in CITY's notice required by Section VIII.E. below that CITY expands the CITY's wastewater treatment capacity to provide permanent wastewater collection and treatment service to the CITY Service Area. Upon cancellation or termination of this Agreement, the flow meter and connection point to the DISTRICT's Wastewater System shall be closed and sealed at the CITY's expense.

**Section VIII. Miscellaneous Provisions.**

A. **FORCE MAJEURE.** In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the DISTRICT, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.

C. **CITY SERVICE AREA.** This Agreement shall not be considered an obligation on the part of the DISTRICT to perform in any way other than as indicated herein. The DISTRICT shall not be obligated under the terms of this agreement to provide wastewater

services to the CITY from areas outside of what is shown on Exhibit "A", unless the DISTRICT staff issues written notification that it does not object to such additional service. CITY shall not collect, accept, transfer or purchase wastewater from any real property located outside the boundaries of the CITY Service Area for treatment and disposal by the DISTRICT's Wastewater System. CITY shall not purchase, provide, furnish, transfer or sell wastewater reserve capacity in the DISTRICT's Wastewater System for, to or on behalf of any other governmental jurisdiction. It is understood that this is not an agreement between the DISTRICT and any wastewater customers of the CITY. Nothing in this Agreement shall be construed to convey to CITY any ownership interest in any portion of the assets of the DISTRICT's Wastewater System, including collection, storage, treatment or disposal facilities. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party.

D. **TERM.** This Agreement shall remain in full force and effect for ten (10) years ("Initial Term"), commencing on the date of execution by both parties of this Agreement, unless terminated as provided in Paragraph VII(c) above. The parties agree that not less than five (5) years prior to the expiration of the Initial Term of this agreement, or expiration of any renewal term, both parties shall jointly review the Agreement for purposes of considering the status of CITY's wastewater treatment capacity expansion, the advisability of extending, altering, modifying or discontinuing the Agreement. Absent an agreement between the parties to renew or extend this Agreement, it shall be the responsibility of CITY to directly supply wastewater collection and treatment services within the CITY Service Area covered by this Agreement. CITY shall be responsible for all costs to disconnect, reconstruct, modify, or remove any DISTRICT facilities no longer needed following termination of this Agreement. Upon physical disconnection and payment of all outstanding fees and charges, this agreement will terminate.

E. DISTRICT is willing to provide wholesale wastewater service to CITY for property within the CITY Service Area on an interim basis pending expansion of the CITY's wastewater treatment facility. CITY shall provide written notice to DISTRICT of the date the CITY will begin to provide permanent wastewater collection and treatment services to any properties subject to this Agreement prior to expiration. The CITY shall complete design of the wastewater treatment facility subject to this Agreement within five (5) years of expiration and shall begin construction within three (3) years of expiration. CITY shall provide notice to DISTRICT when design and construction of their infrastructure is initiated and completed. If the CITY does not provide notice or extend service per the terms of this agreement, the DISTRICT may seek compensation in the form of an Additional Charge for the recovery of capital costs, operating and maintenance costs and administrative costs. The DISTRICT shall have the right to adjust the additional charge at the beginning of each new fiscal year thereafter, provided DISTRICT gives a ninety (90) days' notice of such new charges and written justification for any increase. This paragraph is not intended to replace any other legal or available equitable remedies under Florida law but is in addition thereto. Notwithstanding the foregoing, CITY's failure to design, construct, and extend the CITY's sewer system for their service area prior to this agreement expiring, may be considered a material default under the terms of this agreement.

F. **NO ASSIGNMENT.** Neither party shall assign this Agreement or any rights or duties under this Agreement to any other party.

G. **INDEMNIFICATION.**

1. The CITY and the CITY's officers, managers, members, employees, agents, contractors and subcontractors shall exercise the rights, privileges and permission granted by this Agreement at the CITY's own risk. The CITY and any officer, manager, member, employee, agent, contractor or subcontractor shall not claim any damages from the DISTRICT for any injuries or damages in connection

with or on account of the exercise of such rights, privileges or permission, the condition of the DISTRICT wastewater system, any means of ingress to or egress from the DISTRICT Property, the use or occupancy of the DISTRICT Property, or the performance of operations under this Agreement. The CITY understands and acknowledges that the DISTRICT makes no warranties, guarantees or representations as to the condition of the DISTRICT wastewater system.

2. The CITY shall indemnify and hold harmless the DISTRICT, its officers, employees and agents, from and against all claims, damages, injuries, losses and expenses, including reasonable attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in any way connected with the condition of the DISTRICT Property, any means of ingress to or egress from the DISTRICT Property, the use or occupancy of the DISTRICT Property, the wastewater system or other utility facilities at the DISTRICT Property, the exercise of this Agreement, the performance of operations under this Agreement, or the failure on the part of the CITY to comply with any of the provisions specified in this Agreement. This indemnification includes, but is not limited to, any claims, damages, losses and expenses to the wastewater system and other utility facilities caused by or resulting from the performance of operations or work at the DISTRICT Property which may be discovered at any time after completion of the work. The DISTRICT shall not be liable to the CITY if for any reason the CITY's use of the DISTRICT Property is hindered or disturbed.

H. **NO WAIVER.** The failure of either party to insist at any time upon the strict performance of covenant or agreement or to exercise any option, right, power or remedy contained in in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party

or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, not shall any endorsement or statement on any check or any letter accompanying any check for payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or pursue any other remedy provided by law.

I. **JOINT PREPARATION.** Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

J. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or action arising out of this Agreement shall be in a civil court of competent jurisdiction in Hernando County, Florida. Each party, for itself and its successors and assigns, expressly and knowingly waives all rights to trial by jury in any claim, action, litigation, proceeding or counterclaim arising out of this Agreement. Each party shall be solely responsible for its own attorneys' fees and costs in any lawsuit, dispute, action, claim, demand or other proceedings concerning this Agreement or the subject matter hereof.

K. **SEVERABILITY.** If any one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

L. **MISCELLANEOUS.** This Agreement constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. This

Agreement may not be changed orally, but only by an instrument in writing, approved and executed by the DISTRICT and CITY with the same formality as this document, and filed with the Clerk of the Court in each jurisdiction. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this Agreement or the paragraphs or provisions herein.

M. This Interlocal Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance of each participating jurisdiction. This Interlocal Agreement, or any amendment thereto, shall be deemed effective upon the date of execution by each authorized representative and filing with the CITY Clerk and with the Clerk of the Circuit Court of Hernando County, as required by Section 163.01(11), Florida Statutes.

N. **NO RECORDING.** This Agreement shall NOT be recorded in the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, the CITY respectively, have caused this Interlocal Agreement to be executed, by and through their duly authorized representatives, on the date indicated below.

(SEAL) (CITY)

ATTEST:

\_\_\_\_\_  
CITY CLERK & COMPTROLLER

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

**[HERNANDO COUNTY WATER AND SEWER DISTRICT SIGNATURE ON THE FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the District hereto have executed this Interlocal Agreement,  
by and through their duly authorized representatives, on the respective date below.

**DISTRICT  
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA, AS THE  
GOVERNING BOARD OF THE HERNANDO  
COUNTY WATER AND SEWER DISTRICT  
(DISTRICT)**

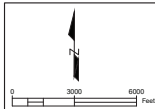
By: \_\_\_\_\_

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

Approved for Form & Legal Sufficiency

  
\_\_\_\_\_  
County Attorney's Office

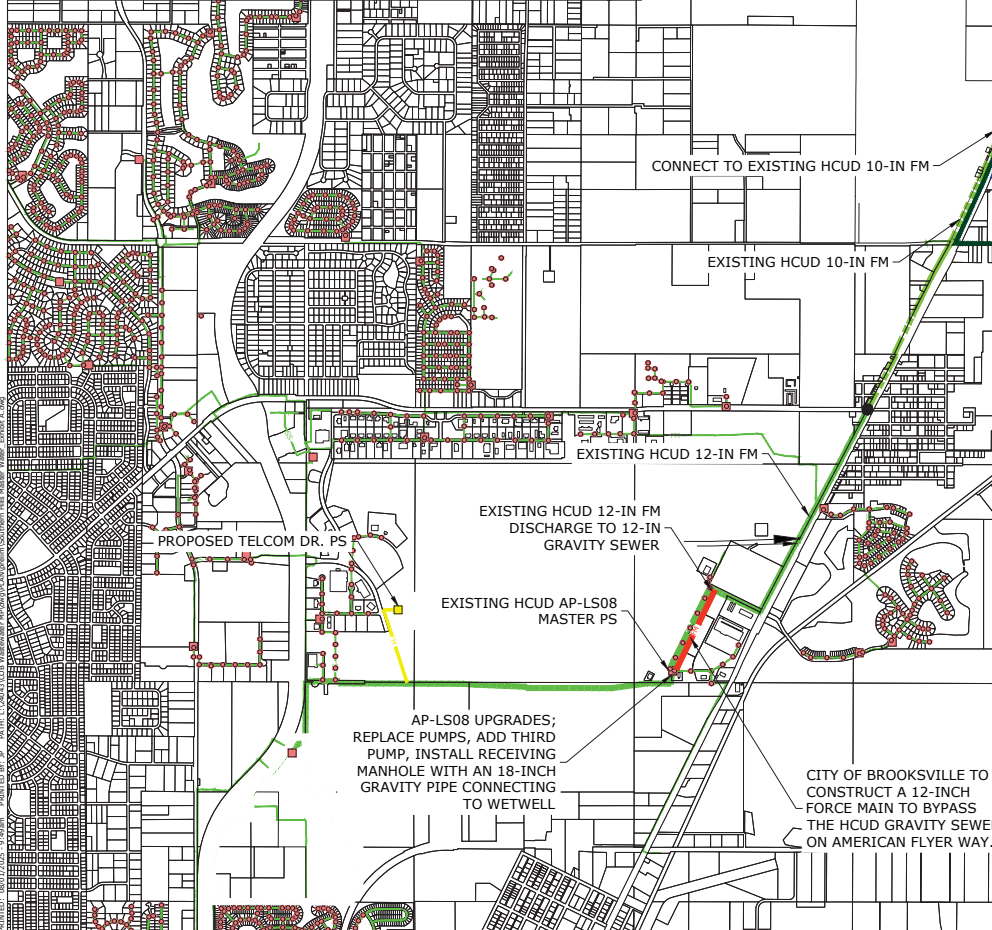
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#### LEGEND

- BROOKSVILLE FORCE MAIN
- BROOKSVILLE GRAVITY SEWER
- BROOKSVILLE MANHOLE
- BROOKSVILLE LIFT STATION
- COUNTY FORCE MAIN
- COUNTY GRAVITY SEWER
- COUNTY MANHOLE
- COUNTY LIFT STATION
- PROPOSED LIFT STATION
- PROPOSED FORCE MAIN
- BROOKSVILLE CITY LIMITS
- BROOKSVILLE FIRST RIGHT TO SERVE BOUNDARY

NOTE: LOCATION OF INTERCONNECTION TO BE APPROVED BY HERNANDO COUNTY



NAME	UNITS	FLOW PER UNIT (GPD)	AVERAGE FLOW (GPD)	AVERAGE FLOW (GPM)	PEAK 3.0 x ADF (GPM)
CITY OF BROOKSVILLE TIER 1 PROJECTS - CITY INCORPORATED AREA					
#1 - EXISTING SOUTHERN HILLS	804 UNITS	200	160,800	111.67	335
#2 - CASCADES VILLAS	19 UNITS	200	3,800	2.64	7.92
#3 - CASCADES PHASE I	190 UNITS	200	38,000	26.39	79.17
#4 - CASCADES PHASE II	192 UNITS	200	38,400	26.67	80
#5 - LIBERTY LANDING PODS A,B,C, & D	119 UNITS	200	23,800	16.53	49.58
#6 - LIBERTY LANDING PHASE 2	101 UNITS	200	20,200	14.03	42.08
#7 - CASCADES PHASES III & IV (DEMAND JUNCTION)	1,040 UNITS	200	208,000	144.44	433.33
COB TOTAL:	2,465		493,000	342.33	1,027

NOTE:  
FINAL CAPACITY ALLOCATION MAY BE REDUCED BASED ON THE START-UP AND TESTING OF THE COUNTY OWNED TRANSMISSION SYSTEM INFRASTRUCTURE IMPROVEMENTS AND WILL BE LIMITED TO THE CAPACITY OF THE TRANSMISSION SYSTEM OPERATING IN COMPLIANCE WITH THE DISTRICT'S STANDARD SPECIFICATIONS.

EXHIBIT A

CITY OF BROOKSVILLE /  
HERNANDO COUNTY

**Coastal**  
Engineering  
Planning  
Environmental  
Construction Management  
900 Cavallight Boulevard • Brooksville • Florida 34601  
(352) 796-4423 • Fax (352) 796-4359  
EEO-60001-12

DATE	REV	BY	CHKD	NO	REVISION

SHEET  
**EX-A**

JOB NO: 24043