

FINAL

Prepared by:
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AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER
TRANSMISSION AUTHORITY AND SEMINOLE COUNTY, FLORIDA, AND THE CITIES OF
CASSELBERRY, MAITLAND AND WINTER PARK

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", made and entered as of the 22nd day of May, 2024, by and between the **SOUTH SEMINOLE AND NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY**, an independent special district of the State of Florida, hereinafter referred to as the "AUTHORITY", and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), **CITY OF CASSELBERRY**, a Florida municipal corporation ("Casselberry"), **CITY OF MAITLAND**, a Florida municipality ("Maitland"), and **CITY OF WINTER PARK**, a Florida municipal corporation ("Winter Park"), hereinafter collectively referred to as the "MEMBER ENTITIES or Parties, or hereinafter singularly referred to as a "MEMBER ENTITY".

WITNESSETH:

WHEREAS, the City of Orlando, hereinafter referred to as "Orlando," and the "member entities," collectively, the City of Maitland, City of Casselberry, City of Winter Park, and Seminole County, for several years, cooperated with each other and with state and federal agencies in the planning, development, construction and operation of a regional Wastewater treatment and disposal facility in accordance with Public Law 92-500 (this facility is hereinafter referred to as the "Facility" or "Iron Bridge" and is defined in Section 1(i) below); and

WHEREAS, the AUTHORITY was created by Chapter 78-617, Laws of Florida, Special Acts of 1978, to function as the agency through which the Wastewater generated within the AUTHORITY's legislated boundaries was to be and has been transmitted to the Facility; and

WHEREAS, the Florida Legislature adopted Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978, hereinafter the "Act" or "Enabling Act;" and

WHEREAS, Orlando has constructed and operated the Facility, and, since 1982, by interlocal agreements between the AUTHORITY and Orlando, Orlando received, for treatment, Wastewater collected from the MEMBER ENTITIES and transmitted to Iron Bridge through the AUTHORITY's "System;" and

WHEREAS, to evidence their respective understandings, the MEMBER ENTITIES and the AUTHORITY have, from time to time, executed interlocal agreements and addenda to them (hereinafter referred to as "Interlocal Agreements") outlining their respective rights, covenants, and obligations; and

WHEREAS, it is now in the interest of the AUTHORITY and its MEMBER ENTITIES to update, clarify, and specify in greater detail the mutual and respective rights, privileges, and obligations of the parties with respect to the utilization of the System and the payment for it; and

WHEREAS, this Amended and Restated Interlocal Agreement is intended to replace the previously entered into Interlocal Agreements between the AUTHORITY and the MEMBER ENTITIES concerning the same subject matter and be controlling.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth on the part of both parties to be kept and performed, the parties hereby mutually agree as follows:

SECTION 1. DEFINITIONS

The following definitions apply to this Agreement:

(a) "Act" or "Enabling Act" means Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978.

(b) "AUTHORITY", in all capital letters, means the South Seminole and North Orange County Wastewater Transmission Authority created by the Act.

(c) "Agreement" means this Amended and Restated Interlocal Agreement and any amendments or supplements to it.

(d) "Board" means the members of the governing body of the South Seminole and North Orange County Wastewater Transmission Authority appointed to represent each government entity encompassed by the Act.

(e) "Boundary" means the geographical extent of the AUTHORITY as per the Act.

(f) "Committed Capacity" means the Wastewater flow, expressed in millions of gallons per day (MGD) that Orlando agrees will be available to treat Wastewater at the Facility throughout the term of this Agreement and the agreements between the Member Entities and Orlando for treatment of sewage collected within the member entities' retail sewer service areas.

(g) "Committed Flow" means the average daily Wastewater flow, expressed in millions of gallons per day (MGD) that is transmitted to the Facility via the Transmission System.

(h) "MEMBER ENTITY" in all capital letters means the specific party to this Agreement other than the AUTHORITY. If used in the lower case, "member entity" means generically any governmental entity that delivers Wastewater to the facilities (System) of the AUTHORITY for transmission. Consistent with Ch. 2021-259, § 4(1), Laws of Florida, the term "member" without the term "entity" in lowercase means any appointed representative to the Board for the AUTHORITY made by the appointing governmental entities who are identified in the Act as Seminole County, Casselberry, Maitland, and Winter Park.

(i) "Facility", e.g. "Iron Bridge" means the Wastewater treatment and disposal facility located at a site known as Iron Bridge in Seminole County, Florida.

(j) "MGD" means million gallons per day.

(k) "Non-Ad Valorem Revenues" means all revenues and receipts of the MEMBER ENTITY, other than ad valorem tax receipts, which are legally available to the MEMBER ENTITY, and are otherwise unencumbered, for use by the MEMBER ENTITY in satisfying the obligations of this Agreement.

(l) "Orlando" means the City of Orlando, a municipal corporation created and existing under the laws of the State of Florida.

(m) "System" or "Authority's System" or "Transmission System" means Wastewater pump stations and Wastewater force and gravity mains owned by the AUTHORITY that transmit Wastewater directly to the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

(n) "Wastewater" means sewage or effluent of any nature or originating from any source, including residential wastes, or industrial wastes resulting from any processes or industry, manufacture, trade, or business, or from the developer of any natural resource.

(o) "Wastewater force and gravity mains" mean those mains that transmit Wastewater only between Wastewater pump stations and the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

(p) "Wastewater pump station" means the final pump station within a sanitary sewer shed to which all the Wastewater of a specified geographical area flows and that discharges directly to the City of Orlando Gravity System, which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

SECTION 2. AUTHORITY OBLIGATIONS

The AUTHORITY has the following obligations:

(a) The AUTHORITY shall own, operate, and maintain the System as provided for in this Agreement.

(b) The AUTHORITY shall operate and maintain the System in accordance with applicable laws and lawful rules of all regulatory agencies having jurisdiction. The Authority will

ultimately be responsible to state and federal regulatory agencies if violations or fines are assigned as a result of a failure of the Authority's System.

(i) The AUTHORITY shall provide for the operation and maintenance of the System in such manner as to comply with the terms of the Enabling Act, which provides that the AUTHORITY shall contract the daily operation and maintenance of its system to one or more of the MEMBER ENTITIES or to a private contractor.

(ii) As to the operation, repair, and maintenance of the System, the AUTHORITY has assigned lift station, equipment, and service areas to each MEMBER ENTITY as shown in Exhibit A, attached to and incorporated in this Agreement by reference, to avoid duplication of services. Exhibit A may be amended from time to time by resolution upon unanimous vote by the Board and does not require an amendment to this Agreement. The AUTHORITY shall maintain the most current version of Exhibit A in its records.

(iii) As to capital improvement projects, the AUTHORITY shall contract with private contractors pursuant to applicable competitive bidding procedures and thresholds, unless a majority of all the members of the Board elect to waive bidding procedures for a particular contract. To obtain the professional or technical services for capital improvement projects, the AUTHORITY shall comply with the competitive negotiation procedures set forth in Section 287.055, Florida Statutes (2023), as this statute may be subsequently amended.

(c) The AUTHORITY shall receive from the MEMBER ENTITY, subject to Section 5 of this Agreement, Wastewater on a metered bulk delivered basis at one (1) or more lift stations, as identified in Exhibit A attached to and incorporated in this Agreement by reference, and shall transport this Wastewater through its System to the point of connection to the City of Orlando gravity interceptor manhole located at the intersection of Dean Road and McCullough Road near the Orange-Seminole County line in conformity with law and the rules of all regulatory authorities having jurisdiction.

(d) The AUTHORITY shall coordinate with its MEMBER ENTITIES the planning and construction of additions to the System to provide Wastewater transmission service to present and future population centers within the AUTHORITY's Boundary in a timely manner. The AUTHORITY shall also coordinate such planning and programs with those of the appropriate municipal, county, state, and federal agencies. The local share of the costs of such expansions of the system will be paid by the MEMBER ENTITY or MEMBER ENTITIES to be served by the expansion, unless the Board unanimously approves allocating such costs uniformly to all MEMBER ENTITIES of the AUTHORITY's System.

(e) The AUTHORITY shall install, calibrate, and read meters and other devices to provide data necessary in the determination of the flow of Wastewater and the calculation of charges due from the MEMBER ENTITY for the transportation, treatment, and disposal of Wastewater and, on or before the tenth (10th) day of each calendar month, report the figures of the actual flows of each of the MEMBER ENTITIES for the preceding month to Orlando and to all of the MEMBER ENTITIES.

(f) The AUTHORITY shall check the accuracy of each metering installation at least once every year or such other times as may be requested by Orlando or the MEMBER ENTITY. If found to be in error from true accuracy, the meter must be recalibrated by the AUTHORITY in a timely manner.

(g) The AUTHORITY shall prepare, approve, adopt, execute and, if necessary, amend an annual budget for the AUTHORITY for each fiscal year the AUTHORITY is in existence. The budget system must be established in accordance with any applicable Bond Resolution, will control the finances of the AUTHORITY, must conform with the requirements of law and this Agreement, and must be governed by sound financial practices and generally accepted accounting principles. The budget must be balanced so that the total of the estimated receipts, including balances brought forward, equals the total of the appropriations and reserves.

(h) The Authority will be responsible for master planning of the Authority's System and oversight of the operation of the entire System to ensure efficient operations.

(i) The Authority shall prepare, approve, adopt, and update annually an Emergency Management Plan.

SECTION 3. MEMBER ENTITY OBLIGATIONS

Each MEMBER ENTITY has the following obligations:

(a) The MEMBER ENTITY shall deliver up to its Committed Capacity of Wastewater to the System.

(b) The MEMBER ENTITY shall pay the monthly invoice prepared and provided to the MEMBER ENTITY by the AUTHORITY for the costs associated with operation and maintenance of the System, System administrative costs, capital charges, capital improvements, annual debt service charges, and bond covenant charges as further described by Exhibit B. The invoice must be paid within thirty (30) days of receipt by the MEMBER ENTITY.

(c) The MEMBER ENTITY shall maintain its sewage collection system, force mains, and lift stations in such manner as to comply with county, state, and federal regulatory agencies.

(d) The MEMBER ENTITY shall require the pretreatment of industrial wastes when they are not amenable to treatment with normal domestic sewage before accepting industrial waste for transmission. The MEMBER ENTITY shall also refuse to accept industrial wastes when not sufficiently pretreated to standards as set by the Board or state or federal regulatory authorities or the owner of Iron Bridge.

(e) The MEMBER ENTITY shall direct a surveillance and enforcement program to ensure compliance by its industrial and commercial customers.

(f) The MEMBER ENTITY shall provide operation and maintenance of each of the lift stations and force main pipelines within MEMBER ENTITY's respective service area, as identified in Exhibit A. Maintenance responsibilities consist of the duties outlined in Exhibit A in addition to any other repair or replacements necessary to ensure the proper operation of the lift stations,

force mains, piping, and associated equipment within the MEMBER ENTITY's service area, except for flow meters as stated in Section 2(e). If the MEMBER ENTITY is unable to perform certain maintenance responsibilities within its service area, the AUTHORITY will provide a contractor to perform the maintenance. Further, MEMBER ENTITY shall comply with the AUTHORITY's adopted Design Procedures and Technical Standards, which may be amended from time to time. The Board shall set a maximum limit for MEMBER ENTITY's repair or replacement costs within its service area by resolution. If the cost of a repair or replacement project exceeds the maximum limit, the AUTHORITY will be responsible for the entire cost. However, if such repair or replacement is made necessary as a result of a MEMBER ENTITY's negligence or inadequate operation and maintenance as determined by an independent expert consulting professional engineer retained by the AUTHORITY in accordance with standard operating procedures prevailing in the industry, then the MEMBER ENTITY shall pay for the costs of repair or replacement necessitated thereby, or payment of such additional costs by the AUTHORITY may be approved by a majority vote of the Board.

(g) The MEMBER ENTITY shall provide mutual aid to those MEMBER ENTITIES who may require such aid from time to time. If the MEMBER ENTITY receives mutual aid services from another MEMBER ENTITY for responsibilities or obligations under this Agreement, the MEMBER ENTITY shall pay the other MEMBER ENTITY providing the service for the costs incurred for such services as may be agreed upon between the MEMBER ENTITY and the other member.

SECTION 4. MEMBER ENTITY FEE COLLECTION OBLIGATIONS

Each MEMBER ENTITY has these additional obligations:

(a) The MEMBER ENTITY shall develop and establish a system to charge and collect from all users of its collection system charges sufficient to pay the following:

(i) the cost of operation and maintenance of its Wastewater collection system;

(ii) the debt service requirements, if any, of all its outstanding bonds secured by a pledge of revenue of its Wastewater collection system; and

(iii) all sums becoming due to the AUTHORITY pursuant to this Agreement.

(b) The MEMBER ENTITY shall budget, appropriate, and pay to the AUTHORITY from such fees and charges, and, only to the extent absolutely necessary (when all of the MEMBER ENTITY's funds derived from its user charge system, as described above, have been exhausted) from other legally available Non-Ad Valorem Revenues of the MEMBER ENTITY, all sums from time to time becoming due under the Agreement before the fees and charges becomes delinquent. Such covenant and agreement does not give the AUTHORITY a prior claim on the MEMBER ENTITY's Non-Ad Valorem Revenues, nor does it give the AUTHORITY or its bondholders the power to require the MEMBER ENTITY to levy and collect any Non-Ad Valorem Revenues other than those generated by the MEMBER ENTITY's user charge. Accordingly, such covenant and agreement does not constitute or create a lien on or pledge of any of the MEMBER ENTITY's Non-Ad Valorem Revenues nor does it prevent or preclude MEMBER ENTITY from issuing obligations payable from and secured by a prior lien upon and pledge of any portion of any of such legally available Non-Ad Valorem Revenues.

SECTION 5. SYSTEM AND SERVICE AREAS

(a) The committed facility capacities are allocated to each MEMBER ENTITY as shown in Exhibit "C." Changes or adjustments to the Committed Capacities allotted to MEMBER ENTITIES in Exhibit "C" or allocations to new member entities may be approved by the AUTHORITY and MEMBER ENTITIES as an amendment to this Agreement. If the change or adjustment requested by a MEMBER ENTITY or new member entity requires an increase in the total Committed Capacities above the total stated in Exhibit "C," the additional capacity must first be preliminarily approved by the Board, and if preliminarily approved by the Board, the AUTHORITY's Executive Director will meet with Orlando to discuss the availability of additional capacity. If Iron Bridge has existing capacity for the additional flow, the additional capacities will

be subject to the approval of the Parties by written amendment to this Agreement. If Iron Bridge does not have existing capacity, however, capacity could be increased by undertaking a capital improvement project. The extent and cost of the capital improvement project for increased capacity must be reviewed and approved by the Parties by written amendment to this Agreement. In its review, the Board shall also determine if the cost for the capital improvement project for additional capacity will be the responsibility of the member entity making the request for additional capacity or divided among each MEMBER ENTITY based on the Committed Capacities in Exhibit "C". The allotted Committed Capacities to new member entities will be subject to the approval of the AUTHORITY and MEMBER ENTITIES pursuant to Section 6(c) of this Agreement.

(b) For the lift stations identified in Exhibit A of the Agreement, any existing force main and any existing metering points identified in Exhibit A being utilized as part of the System will become the property of the AUTHORITY in accordance with the terms of the Enabling Act. Exhibit A may be amended by resolution and unanimous vote of the Board and does not require an amendment to this Agreement.

(c) Any temporary cessation of Wastewater transmission services resulting from necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, acts of God, fire, strikes, casualty, insurrection, riot, civil disorder, or military authority will not constitute a breach of this Agreement on the part of either party, and neither party will be liable to the other for damage resulting from such temporary cessation of services.

(d) The parties shall cooperate with each other and with Orlando in the continued development and utilization of the capacity of the Facility and, to that end, shall provide each other with advance planning data as to projected growth and additional flow requirements so that the AUTHORITY can continuously predetermine its needs to provide transportation capacity.

(e) The parties shall provide each other with all necessary information pertinent to each system and service area that any federal, state, or local agencies may require in any application for financial assistance in the repair or expansion of the System or the MEMBER

ENTITY's collection facilities. Further, the MEMBER ENTITY and the AUTHORITY shall use their best efforts to adopt such rules and regulations, execute such agreements, and do such work as such agencies may require as part of the AUTHORITY's or the MEMBER ENTITY's applications for funds and, to the extent not unreasonable, meet such requirements regarding future applications for funds. The AUTHORITY and the MEMBER ENTITIES shall not unreasonably withhold cooperation from each other regarding these matters.

(f) The obligation of the MEMBER ENTITY to pay all sums due under this Agreement does not and will not constitute a general obligation or an indebtedness of the MEMBER ENTITY within the meaning of any constitutional or statutory limitation or provision.

(g) Sanitary sewer overflow ("SSO") incidents must be reported to the appropriate state or federal agency by the MEMBER ENTITY within whose jurisdiction the incident occurs on behalf of the AUTHORITY. The AUTHORITY hereby gives each MEMBER ENTITY the right and the ability to report SSO incidents on behalf of the AUTHORITY and requires that each MEMBER ENTITY that reports an incident provide the AUTHORITY with copies of all documents pertaining to the incident and the reporting.

SECTION 6. COMMITTED CAPACITY

(a) The AUTHORITY may receive from any MEMBER ENTITY within the Boundary and deliver Wastewater flows in excess of that MEMBER ENTITY'S Committed Capacity to Orlando.

(b) Charges for a MEMBER ENTITY exceeding its Committed Capacity will be invoiced to the MEMBER ENTITY. The calculation for these charges will be set by AUTHORITY resolution.

(c) Allotted Committed Capacity to a new member entity under this Agreement will be subject to the approval of the AUTHORITY and MEMBER ENTITIES. New member entities will also be required to become a party to this Agreement before delivering wastewater to the facilities of the Authority for transmission.

SECTION 7. PAYMENTS

The prompt payments to the AUTHORITY by the MEMBER ENTITIES of all AUTHORITY's charges becoming due under the term of this Agreement is of the essence of this Agreement. If any payment is not made in full when due, the deficiency will be added to the next invoice. The MEMBER ENTITY shall pay all reasonable costs and expenses, including attorneys' fees, incurred by the AUTHORITY by reason of MEMBER ENTITY's failure to pay in full all payments when due. This provision does not operate to limit the rights of the AUTHORITY to proceed immediately as provided in the Enabling Act to enforce the payment of amounts in default.

SECTION 8. CONTROLLING LAW

This Agreement is entered into pursuant to and is designed to accomplish the purposes of Chapter 78-617, Laws of Florida, as amended and restated by Chapter 2021-259, Laws of Florida.

SECTION 9. AMENDMENT AND ASSIGNMENT

(a) This Agreement may be modified by amendment agreed to by the Parties, but no amendments may reduce the payments required to be made to the AUTHORITY to such extent as to impair the debt service requirements of the AUTHORITY's Bonds or the fiscal ability of the AUTHORITY to operate and maintain the System in its most efficient manner. No amendment to this Agreement may be made without a similar amendment to the corresponding agreement with each MEMBER ENTITY executed with the same formality as this Agreement.

(b) This Agreement may be assigned by the MEMBER ENTITY with the written permission of the AUTHORITY (which permission must not be unreasonably withheld) upon a showing satisfactory to the AUTHORITY that the assignee has a capability equal to that of the MEMBER ENTITY to fully comply with all MEMBER ENTITY's covenants and agreements in this Agreement and upon submission to the AUTHORITY of a written assumption by the assignee of all the obligations of the assignor under this Agreement. Upon such valid execution of the

assignment, the obligations of MEMBER ENTITY under this Agreement will cease and become the full responsibility of the assignee. This Section does not affect the rights of the MEMBER ENTITY to assign or receive assignment of Committed Capacity of Wastewater from other member entities as elsewhere provided in the Agreement.

SECTION 10. IMPAIRMENT

Nothing in this Agreement operates to impair the full performance of the covenants of the MEMBER ENTITY contained in its contracts with the holders of outstanding bonds of the MEMBER ENTITY.

SECTION 11. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

SECTION 12. EMPLOYEE STATUS

Persons employed by AUTHORITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any MEMBER ENTITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to MEMBER ENTITY's officers and employees either by operation of law or by MEMBER ENTITY. Persons employed by any MEMBER ENTITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of AUTHORITY or any of the other MEMBER ENTITIES, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to AUTHORITY's or any of the other MEMBER ENTITIES' officers and employees either by operation of law or by the AUTHORITY or any other MEMBER ENTITY.

SECTION 13. NOTICE

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to MEMBER ENTITIES:

SEMINOLE COUNTY
Director, Seminole County Utilities Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

CITY OF CASSELBERRY

Attn: City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

CITY OF MAITLAND

Attn: City Manager
1776 Independence Lane
Maitland, FL 32751

CITY OF WINTER PARK

Attn: City Manager
401 South Park Avenue
Winter Park, FL 32789

As to AUTHORITY:

SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY
Executive Director
410 Lake Howell Road
Maitland, Florida 32751

SECTION 14. PARTIES BOUND

This Agreement is binding upon and inures to the benefit of AUTHORITY and MEMBER ENTITIES, and their successors and assigns.

SECTION 15. CONFLICT OF INTEREST

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be subsequently amended, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be subsequently amended, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

SECTION 16. SEVERABILITY

If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

SECTION 17. PUBLIC RECORDS LAW

(a) AUTHORITY and MEMBER ENTITIES acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, to release public records to persons from the public upon request. AUTHORITY and MEMBER ENTITIES acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

SECTION 18. 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 do not define, describe, interpret, or construe any provision of this Agreement.

SECTION 19. EFFECTIVE DATE

The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

SECTION 20. TERM AND TERMINATION

This Agreement will remain in effect until the Act is modified or repealed, unless amended by mutual agreement of MEMBER ENTITIES and AUTHORITY.

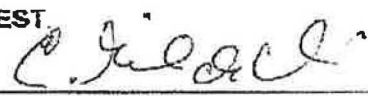
SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.


[signature pages to follow]


IN WITNESS WHEREOF, the parties have made and executed this Agreement in five (5) counterparts, each of which will be deemed an original, as of 5/15/2024 but actually executed by the parties on 5/22/2024

**SOUTH SEMINOLE AND NORTH ORANGE
COUNTY WASTEWATER TRANSMISSION
AUTHORITY**


By 
Title: Randy Knight, Chairman

ATTEST
By: 
Ed Gil de Rubio, Executive Director

Approved as to form and
legal sufficiency.

Anthony A. Garganese, General Counsel

ATTEST

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

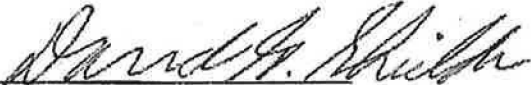
By: 
JAY ZEMBOWER, Chairman

Date: MAY 14 2024

For the use and reliance of
Seminole County only

As authorized for execution by the Board of
County Commissioners at its May 14,
2024 regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

CITY OF CASSELBERRY, FLORIDA

ATTEST

By: Donna G. Gardner
Donna G. Gardner, City Clerk

Date: 4/22/2024

By: Anthony Aramendia
Anthony Aramendia, Vice Mayor/Commissioner

Approved as to form and legal sufficiency:

By: Catherine D. Reischmann
Catherine D. Reischmann, City Attorney

CITY OF MAITLAND, FLORIDA

ATTEST:

By: Lori Hollingsworth
Lori Hollingsworth, City Clerk

By: [Signature]
John Lowndes, Mayor

Date: 4/22/2024

Approved as to form and legal sufficiency:

By: [Signature]
Cliff Shepard, City Attorney

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: Rene Cranis
Rene Cranis, City Clerk

By: Sheila DeCiccio
Sheila DeCiccio, Mayor

Date: 4-24-2024

Approved as to form and legal sufficiency:
for use and reliance by only Winter Park

By: Kurt Ardaman
Kurt Ardaman, City Attorney

EXHIBIT A
MEMBER MAINTENANCE REQUIREMENTS, LIFT STATION ASSIGNMENTS
AND SERVICE AREAS

Each MEMBER ENTITY shall maintain the Lift Stations assigned to them per the Table below according to their respective Maintenance and Standard Operating Procedures. The Authority shall maintain the flow meters associated with each lift station and the specific Meters per the Table below:

MEMBER ENTITY Lift Station Assignments:

<u>Station Name</u>	<u>Member Entity Name</u>	<u>Member Entity Number</u>	<u>Authority Number</u>
Maitland Master PS		1	7
Seminole County			
Aloma Park PS	Aloma Park Master	SE261	25
Tanglewood PS	Tanglewood Master	SE318	13
Kewannee PS	Kewannee Trail	SE391	33
Arrow Place PS	Wyantdot (308)	SE383	32
Indian Hills PS	Waverly	SE344	5
Sunshadow PS	Shadow Apts Master	SE315	27
Deer Run PS	Kings Pointe	SE335	2
Tuskawilla Point PS	Tuscawilla Point Master	SE401	19
Sunrise/Willa Springs PS	Willa Springs Villas	SE321	15
Consumers PS	Consumer Master	SE319	14
Tuskawilla Estates PS	Tuscawilla Estates PS	SE431	35
Master Meter	-		38
Aloma Bend Meter	Aloma Bend	-	24
Dean Road Meter	-	-	22
Lakes of Aloma PS	Lakes of Aloma Master	SE316	20
Park Place PS	Park Place at Aloma	SE433	36
Clifton Park PS	Clifton Park	SE408	29
Bear Creek	Bear Creek Master	SE336	23
Clayton Crossing Meter	-	-	28
Clayton Crossing PS	Clayton Crossing	SE399	39
Winter Park			
Forsyth PS		34	21
Villa Cordova PS		39	18
Winter Park Estates PS		68	11
Monterrey PS		46	17
Winter Park Aloma Meter		-	34
Winter Park Central PS		70	9

Casselberry			
Five Points PS	Five Points MLS	21	3
Legacy Park PS	Legacy Park MLS	91	31
Eagle Circle PS	Eagle Circle MLS	36	6
Marigold PS	Marigold MLS	20	4
Central Five PS	Central Five MLS	34	26
Jefferson Lake PS	Jefferson Lake MLS	95	37
Lake Ann PS	Lake Ann MLS	65	30
Sagittarius PS	Sagittarius MLS	40	10
Eastrbook PS	Eastrbook MLS	37	12
Howell Creek PS	Howell Creek MLS	72	8
Grayson Square PS	Grayson Sq MLS	97	40

MEMBER ENTITY Service Areas:

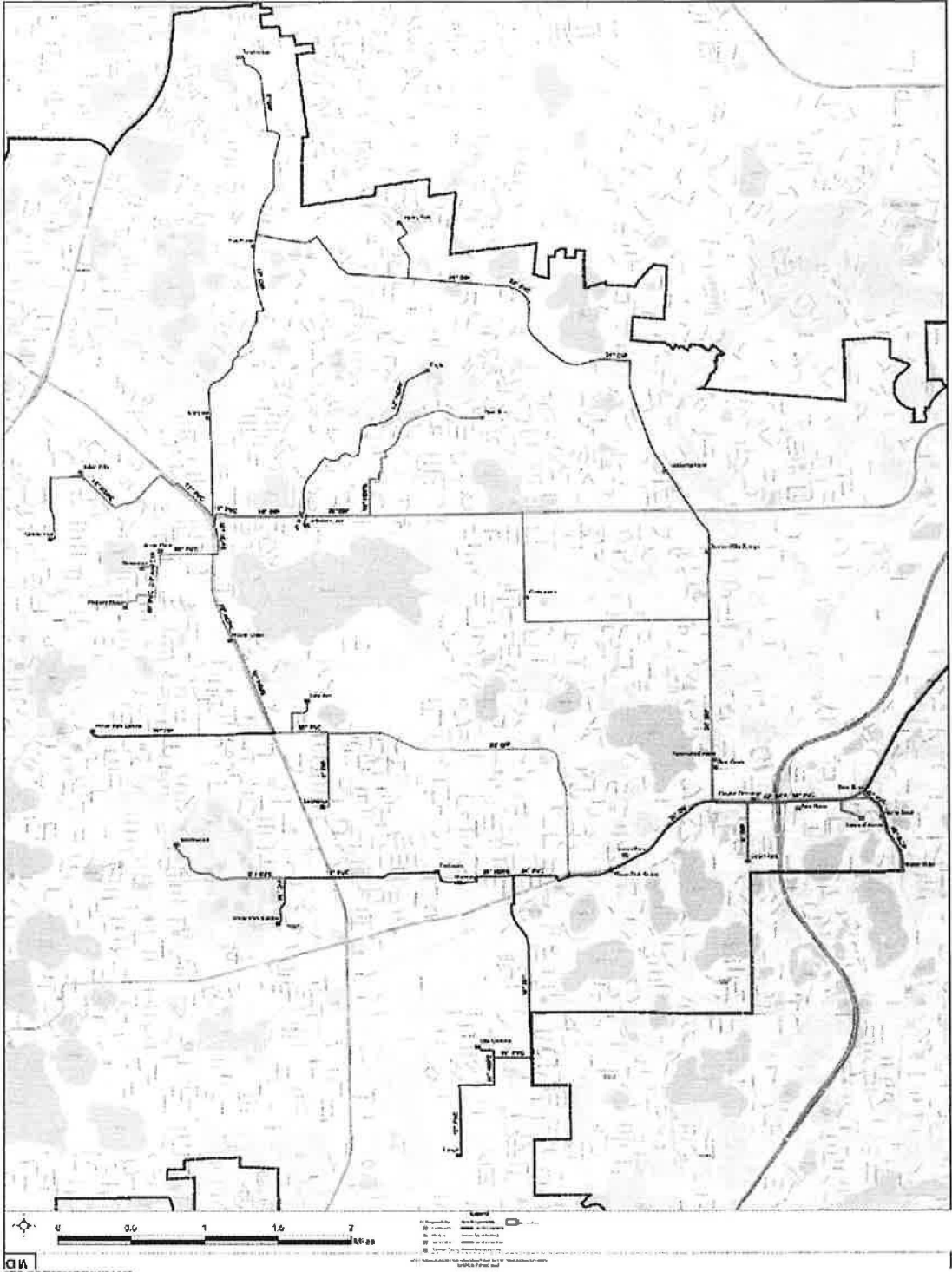


EXHIBIT B
FEE COMPONENTS

AUTHORITY and MEMBER ENTITIES agree that rates for transmission of MEMBER ENTITY's sewage will be based on a reasonable application of the Fee Components set forth below, with such rates being set by the AUTHORITY's Board, and in accordance an agreement between the parties prior to actual transmission of sewage to the Facility. AUTHORITY shall afford the lowest rates for transmission of MEMBER ENTITY's sewage as AUTHORITY makes available to any other user of the same classification whose service area lies within the Boundary.

FEE COMPONENTS 1 –

AUTHORITY OPERATION AND MAINTENANCE

CRITERIA – ALL MEMBERS

Basic rate per gallon will be calculated by dividing the total of all Committed Flows through the Transmission System into budgeted Operation and Maintenance Expenditures reduced by revenue obtained from other than the provision of sewer transmission service.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

1. **Committed Capacities** – The Average Daily Capacity, expressed in millions of gallons per day (MGD) which Orlando agrees will be available at Iron Bridge throughout the term of this Agreement and the agreement between the AUTHORITY and Orlando for treatment of sewage collected within a MEMBER ENTITY's retail service area during a 12-month period. The 12-month period shall be the AUTHORITY's fiscal year.

2. **Operation and Maintenance Expenditure** – Those expenditures incurred in the Operation and Maintenance of the System and appurtenant facilities, including, but not limited to, the following types of cost: Executive Salaries; Salaries and Wages – Regular Employees; Employee Benefits; Insurance; Traveling Expense; Training; Telephone and Internet; Postage; Auto Allowance; Rents and Leases; Electric; Gas; Water and Sanitation Charges; Subscriptions and Memberships; Repairs and Maintenance; Advertising and Legal Notices; Professional

Services; Other Services; Cleaning and Janitorial Supplies; Electrical; Hardware and Plumbing; Chemicals; Paint; Gasoline, Lubricants and Grease; Parts for Equipment; other materials, equipment and supplies. These Operations and Maintenance Expenditures will be maintained in a separate cost center limited to those utilized directly to the operation, management and maintenance of the Transmission System.

3. **Budgeted Operation and Maintenance Expenditures** – Expenditures that are budgeted by the AUTHORITY for a 12-month period for which rates are to be set and based on the AUTHORITY fiscal year.

**FEE COMPONENT 2 –
SYSTEM ADMINISTRATION COSTS NOT
INCLUDED IN FEE COMPONENT 1 ABOVE**

CRITERIA – ALL MEMBERS

Two (2) types of administration costs will be recognized:

I. **AUTHORITY Administrative and Supervisory Personnel**. Administrative Personnel costs, including direct compensation, fringe benefits and payroll taxes, and materials and supplies will be accumulated in a separate cost center. The Fee Component will be calculated on a per-gallon rate by taking the annual expenses (A) under this cost center and dividing this by the total of all Committed Capacities through the Transmission System (Q), s.e., Administration Costs – Type I = A/Q .

II. **Specific Administration Costs Authorized by the AUTHORITY Board of Directors and Enabling Legislation**. The Fee Component for specific administration costs authorized by the AUTHORITY Board and the Enabling Act will be calculated on a per-gallon rate in the same manner as Administration Costs – Type I at one hundred percent (100%) of such costs.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

1. Personnel Costs, Including Personal Services, Materials, and Supplies – Collectively, those types of items as identified under the definition of Operation and Maintenance Expenditures described under Fee Component 1.

2. Total Number of AUTHORITY Employees – The total number of Board-approved positions that are allocated in the separate cost center which is to be established for the AUTHORITY.

**FEE COMPONENT 3 –
ANNUAL DEBT SERVICE CHARGES**

CRITERIA – ALL MEMBERS

1. Annual Principal Costs. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Annual Principal Costs, and to continue paying the same thereafter, irrespective of MEMBER ENTITY's use or nonuse of the Transmission System.

MEMBER ENTITY's share of the Annual Principal Costs will be determined by dividing its Committed Capacity by the aggregate of all Committed Capacities of all Members. At the time of execution of this Agreement, the number of Members and the Committed Capacities are known and are listed in the Table contained in Exhibit "C". Each MEMBER ENTITY's share of the Annual Principal Costs will be that "Percentage of Committed System Capacity" appearing opposite its name in Exhibit "C".

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly Principal Payment = annual Bond Principal times percentage share, as shown in Exhibit "C" divided by twelve (12). These payments will continue until the Bonds are paid in full. Credit will be given when the Reserve Fund is applied to the final payment(s) due under the Bonds.

2. Annual Interest Costs. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Interest due, as Annual Interest Costs, and to continue paying the same

thereafter, irrespective of MEMBER ENTITY's use or nonuse of the System on that or any later date.

MEMBER ENTITY's share of the Annual Interest Costs will be determined by dividing its Committed Capacity, as per Exhibit "C", as may be amended, by the aggregate of all Committed Capacities of all Members responsible for repayment of the debt.

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly interest Payment = Annual Bond Interest times percentage share, as per Exhibit "C", divided by twelve (12). These payments will continue until the bonds are paid in full.

**FEE COMPONENT 4 –
OTHER PAYMENTS NECESSARY TO MEET COVENANTS
MADE TO SECURE HOLDERS OF AUTHORITY BONDS**

CRITERIA – ALL MEMBERS

1. Reserve Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Bond Interest and Principal for deposit in the Reserve Fund. No payment will be required for the Reserve Fund so long as the amount in the Reserve Fund is equal to the Reserve Requirement required to be maintained by the Bond Resolution.

2. Renewal and Replacement Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Renewal and Replacement Fund. MEMBER ENTITY's share of this amount will be its percentage shown in Exhibit "C". No payment will be required for the Renewal and Replacement Fund so long as the amount in the Renewal and Replacement Fund is maintained at the level required by the Bond Resolution or such other amount as may be determined by resolution of the Board in accordance with the Bond Resolution.

3. Any deficiencies in the Reserve Fund or the Renewal and Replacement Fund will be subsequently restored from the first monies available in the Revenue Fund as described in the Bond Resolution.

4. For the retirement of the AUTHORITY's obligations under its Bonds, the AUTHORITY shall budget the Revenue Fund to take into account that all funds remaining on deposit in the Reserve Fund will be applied to the last payment of Principal and Interest on the AUTHORITY's Bonds.

5. Depreciation Reserve Fund: Each month, the MEMBER ENTITY shall pay to the AUTHORITY its share of the Depreciation Reserve Requirement. The Depreciation Reserve requirement is determined and budgeted by the AUTHORITY each year. Amounts collected by the AUTHORITY pursuant to this section will be credited to a separate account and will be used by the AUTHORITY to pay the costs of capital improvement projects.

EXHIBIT C
COMMITTED FACILITIES CAPACITIES

	Committed Capacities	
	MGD	Percentage
Casselberry	3.395	25.71%
Winter Park	5.962	45.16%
Seminole County	2.746	20.80%
Maitland	1.100	8.33%
Total	13.203	100.00%