

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

**AGENDA
December 19, 2018 @ 9:30 a.m.**

Southwest Florida Water Management District
Sarasota Service Office
6750 Fruitville Road, Sarasota, Florida 34240

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton A. Langford, DeSoto County, Vice Chairman
Commissioner Ken Doherty, Charlotte County
Commissioner Priscilla Trace, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

PUBLIC COMMENTS

Open to the Public - Three (3) minute time limit per person. Anyone wishing to address the Board on any agenda item or non-agenda issue should complete a 'request to speak' card and hand it to the recording clerk.

RECESS BOARD OF DIRECTORS MEETING

Board of Directors meeting will recess for closed door attorney-client session.

RECONVENE BOARD OF DIRECTORS MEETING

REGULAR AGENDA

1. The 'Peace River Cooperation Settlement Agreement'

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

Open to the Public - Three (3) minute time limit per person. Anyone wishing to address the Board on any agenda item or non-agenda issue should complete a 'request to speak' card and hand it to the recording clerk.

ANNOUNCEMENTS

Next Authority Board Meeting

Wednesday, February 6, 2019 @ 9:30 a.m.

Peace River Facility

Water Quality/Training Facility

8998 SW County Road 769 (Kings Highway), Arcadia, Florida

ADJOURNMENT

Visit the Board Meetings page of our website www.regionalwater.org to access the Agenda Packet

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 19, 2018

REGULAR AGENDA
ITEM 1
[REVISED]

Peace River Cooperation Settlement Agreement

Presenter -

Douglas Manson, General Counsel

Recommended Action -

Motion to approve and authorize the chairman to execute the 'Peace River Cooperation Settlement Agreement'.

Attorneys for the Authority and litigants to the proposed issuance of the Water Use Permit have reached a settlement resolving the litigation and providing for the water use permit to be issued. Douglas Manson, General Counsel will present the documents for Board consideration.

Attachment:

Peace River Cooperation Settlement Agreement

PEACE RIVER COOPERATION SETTLEMENT AGREEMENT

THIS PEACE RIVER COOPERATION SETTLEMENT AGREEMENT (the “Agreement”) is entered into between the Peace River/Manasota Regional Water Supply Authority (the “Authority”), the Polk Regional Water Cooperative (the “Cooperative”), Polk County, the City of Bartow, the City of Fort Meade, the City of Lakeland, the City of Wauchula and the City of Winter Haven (collectively, the “Parties” and may also be referred to as the “Petitioners” or “Litigants,” as defined herein) with the Effective Date of the Agreement, as described herein.

WHEREAS, Peace River is one of the largest watercourses in the State of Florida, about 105 miles in length with a watershed covering approximately 2,350 square miles; and

WHEREAS, the Southwest Florida Water Management District (“District”) has established minimum flows pursuant to Sections 373.042 and 373.0421, Florida Statutes in Florida Administrative Code Rules 40D-8.041(5), (7) and (8); and

WHEREAS, one of the minimum flows established by the District for the Lower Peace River in Florida Administrative Code Rule 40D-8.041(8)(b) limits the total permitted maximum withdrawals from the Lower Peace River on any given day to 400 cubic feet per second (“cfs”) or 258 million gallons a day (“mgd”) (“MFL Maximum Daily Withdrawal”); and

WHEREAS, the Authority currently withdraws water from the Lower Peace River pursuant to Water Use Permit No. 20010420.009 (the “Existing Permit”), which was issued by the District on August 25, 2015, and which authorizes the Authority to produce water for its customers at an annual average use of 34.855 mgd and a peak month use of 41.852 mgd, and to withdraw water from the Lower Peace River at a maximum day withdrawal of 120 mgd through October 1, 2037; and

WHEREAS, Polk County is a political sub-division of the state of Florida and the Cities of Bartow, Fort Meade, Lakeland, Wauchula and Winter Haven are municipal corporations of the state of Florida; and

WHEREAS, on October 2, 2017, the Authority applied to the District for Water Use Permit No. 20010420.010 (the “Proposed Permit”), which requested renewal and modification of its Existing Permit to increase the maximum day withdrawal from the Lower Peace River from 120 mgd to 258 mgd (“Maximum Daily Quantity”) and extend its permit duration from 37 years to 50 years; and

WHEREAS, on April 24, 2018, the District issued a Notice of Agency Action to approve the Proposed Permit with an annual average use of 80 mgd and a maximum day withdrawal from the Lower Peace River of 258 mgd with an expiration date of May 22, 2068; and

WHEREAS, on May 10, 2018, the Cooperative submitted Water Use Permit Application No. 20020758.000, requesting to withdraw 18 mgd of surface water from the Upper Peace River for public supply use (“Peace River and Land Use Transition Project”); and

WHEREAS, on June 15, 2018, the Cooperative submitted Water Use Permit Application No. 20020762.000, requesting to withdraw and/or divert 12 mgd of surface water from Peace Creek for public supply use and environmental augmentation (“Peace Creek Integrated Water Supply Project”); and

WHEREAS, the Cooperative, Polk County, the City of Bartow, the City of Fort Meade, the City of Lakeland, the City of Wauchula and the City of Winter Haven (the “Petitioners”) timely filed petitions for hearing with the District challenging the Proposed Permit, which were referred by the District to the Florida Division of Administrative Hearings (“DOAH”), where they were assigned Case Nos. 18-3276, 18-3278, 18-3280, 18-3282, 18-3283, 18-3288 and 18-3289 and consolidated for final hearing (the “Litigation”); and

WHEREAS, the Litigation was scheduled for a final hearing starting on January 28, 2019, but the hearing was canceled and the Litigation placed in abeyance for 45 days in order to allow the Petitioners, the Authority and the District (the “Litigants”) to settle this matter; and

WHEREAS, the Litigants desire to completely settle, release and discharge all claims among themselves regarding the Litigation; and

WHEREAS, the Authority desires to modify the Proposed Permit, as more specifically set forth in this Agreement, to enable the Cooperative to develop projects to withdraw water from the Peace Creek for natural system restoration and potable use, and from the Upper Peace River for storage in reservoirs or other approved consumptive uses ultimately for potable use; and

WHEREAS, the Authority supports the efforts of the Cooperative to develop projects to withdraw or store water from the Upper Peace River and Peace Creek, as more specifically set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

I. EFFECTIVE DATE. This Agreement shall become effective on the date it is duly executed by all the Parties. The last date of execution by all the Parties shall be known as the “Effective Date” of this Agreement.

II. CONTINGENT. This Agreement is contingent upon the District issuing the Authority a permit in substantially the same form and exactly the same language for Special Condition 17 as contained within the attached Exhibit 1 (“Final Permit”). The Final Permit differs from the Proposed Permit only with regards to the modifications specified in Article V.a.

III. DURATION. This Agreement shall remain in effect for 50 years from the date of the issuance of the Final Permit.

IV. JOINT MOTION AND DISMISSAL OF THE LITIGATION. Within 5 days of the Effective Date, the Litigants shall file a joint motion attaching this Agreement in the Litigation requesting the Administrative Law Judge to relinquish jurisdiction to the District. This will allow the District to enter a Final Order issuing the Final Permit and closing the case. Upon the District taking final agency action approving the Final Permit, the Petitioners agree that their petitions for hearing in the Litigation are by this Agreement dismissed with prejudice, with each Litigant to bear its own attorney's fees and costs.

V. PROPOSED AUTHORITY PERMIT.

- a. Modification of Proposed Permit. The Parties agree to these modifications of the Proposed Permit (i.e., the Final Permit):
 - i. The asterisk appearing under the box titled "Total Quantities Authorized Under This Permit (in gallons per day)" shall be replaced with the following: "The actual quantities authorized under this permit are based on flows in the Lower Peace River as described in Special Condition No. 4. The annual average quantity shown above reflects the amount of potable water projected to be produced by the Peace River Water Treatment Plant for delivery to the Authority's Customers. The maximum day quantity shown above is subject to Special Condition No. 17."
 - ii. The first sentence in Special Condition 4 shall be replaced with the following: "The quantities withdrawn from the Lower Peace River are limited by the adopted Minimum Flow for the Lower Peace River, the diversion schedule described below, Maximum Daily Quantity of 258 MGD; and as set forth in Special Condition No. 17."

- iii. A new Special Condition 17 shall be added stating the following: “The Maximum Daily Quantity shall be reduced by up to 48 MGD to be credited against impact, if any, from the proposed permitted withdrawal by the Polk Regional Water Cooperative (“Cooperative”) from Peace Creek for natural system restoration and potable supply or from the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use. The District shall determine the reduction to the Maximum Daily Quantity up to 48 MGD necessary to offset impacts, if any, from the Cooperative’s proposed permitted withdrawals and notify the Authority. Within 30 days of the District’s notification, the Authority shall submit a letter modification to the District to reduce the Maximum Daily Quantity by specified amount up to 48 mgd. The letter modification shall specify that the reduction shall take effect immediately upon notification by the Cooperative to the District and the Permittee of the actual withdrawal of water by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of this Permit, then no reduction pursuant to this condition will occur.

- b. Authority’s Obligation to Modify Final Permit. Should the District determine that the Maximum Daily Quantity in the Final Permit must be reduced by up to 48 mgd to offset impacts from the Cooperative’s proposed permitted withdrawals from Peace Creek for natural system restoration and potable supply or from the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use, the Authority shall within 30 days of the District’s notification submit a letter modification to reduce the Maximum Daily Quantity by the specified amount up to 48 mgd. The

Authority's letter modification application shall specify that the reduction in the Maximum Daily Quantity shall take effect immediately upon notification by the Cooperative to the District and the Authority of the actual withdrawal by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of the Final Permit, then the Authority shall no longer be required to apply to the District for a letter modification to reduce the Maximum Daily Quantity.

- c. Future Modification to Maximum Daily Quantity. Except as specified in Article VII, the Authority shall not apply for any change to the Final Permit that modifies the revised permit conditions to increase the Maximum Daily Quantity or lower the Maximum Daily Quantity reduction amount of up to 48 MGD as set forth in Special Condition 17 for the first 10 years of the Final Permit.
- d. Future Modifications to Diversion Schedule. The Authority shall advise the Cooperative prior to applying to the District for future amendments, modifications or renewals of the Final Permit that relate to the subject matter of this Agreement in order to avoid any potential unforeseen conflict between the Authority's and the Cooperative's proposed use of Peace Creek or the Upper Peace River. In addition to providing the Authority with copies of any submittal in support of the pending Water Use Permit Application Nos. 20020758.000 and 20020762.000, the Cooperative shall advise the Authority prior to applying to the District for withdrawals of water from Peace Creek or the Upper Peace River, or modification to the original permitted withdrawals by the Cooperative from Peace Creek or the Upper Peace River authorized by the District.

VI. COOPERATIVE PEACE RIVER AND PEACE CREEK WITHDRAWALS. For up to 10 years from the issuance date of the Final Permit,

the Authority will write a letter of support to the District and shall not challenge the issuance of water use permit(s) by the District to the Cooperative to withdraw water from Peace Creek for natural system restoration and potable use or the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use with a duration of up to 50 years.

VII. JOINT PETITION FOR RULEMAKING.

- a. Increase of MFL Maximum Day Withdrawal. Within 1 year of the Effective Date, the Authority and the Cooperative, and any of the other Parties which desire to participate, will jointly petition the District to modify Florida Administrative Code Rule 40D-8.041(8) to increase the MFL Maximum Day Withdrawal to a flow/quantity or create another Block with a higher MFL Maximum Day Withdrawal based upon the best available information and that is mutually agreeable to the Authority and the Cooperative. The Authority and the Cooperative, and the other Parties which desire to participate, will work together to convince the District to initiate rulemaking to increase the MFL Maximum Day Withdrawal to the requested flow/quantity.

- b. Allocation of MFL Maximum Day Withdrawal. In the event the petition to modify Florida Administrative Code Rule 40D-8.041(8) to increase the current MFL Maximum Day Withdrawal is granted, the Authority and the Cooperative will jointly decide what portion of the increased flow above 400 cfs or increased maximum day quantity above 258 mgd may be used by each Party in its respective water use permit modification application and the circumstances under which each Party may use the increased quantity. In the event the Authority and Cooperative cannot reach agreement on how to allocate the increased flow above 400 cfs or the increased maximum day quantity above 258 mgd, then the increased flow/quantity to be used in each Party's respective water use permit modification application will be allocated to the Authority based on a ratio of 210 mgd to 258 mgd and

will be allocated to the Cooperative based on a ratio of 48 mgd to 258 mgd. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of the Final Permit, then Authority shall no longer be bound by this provision.

- c. Modification of Authority Permit. Notwithstanding the Maximum Day Quantity imposed on the Authority pursuant to the Final Permit at Special Condition 17, in the event the MFL Maximum Day Withdrawal is increased above 400 cfs (258 MGD), the Authority may apply to modify or amend its then existing water use permit to increase its Maximum Day Quantity after notice to the Cooperative.
- d. Modification of Cooperative Permit(s). In the event an increase of the MFL Maximum Day Withdrawal above 400 cfs (258 MGD) allows for an increase in the permitted withdrawals from Peace Creek and/or the Upper Peace River contained in the initial water use permit(s) issued by the District, then the Cooperative may apply to modify those permits to reflect the higher Maximum Day Quantities in its permit, after notice to the Authority.

VIII. COORDINATING COMMITTEE. Within 6 months of the Effective Date, the Authority, Cooperative and any of the other Parties which desire to participate, shall form a Coordinating Committee to share/gather information on matters of common interest in the Peace River Watershed, including, but not limited to, minimum flows and levels, water quality, water supply projects, water supply planning, environmental protection, and hydrobiological monitoring. The composition and organization of the Coordinating Committee will be by mutual agreement. It is the intention of the Parties that the Coordinating Committee serve to identify issues of common interest so as to increase coordination regarding the shared use of the Peace River by the Authority and the Cooperative.

IX. TERMINATION. This Agreement may only be terminated by written consent of all the Parties.

X. MISCELLANEOUS PROVISIONS.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telecommunication) and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated or mailed (air-mail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Authority: Peace River/Manasota Regional Water
Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Attn: Patrick J. Lehman, P.E.
Executive Director
Phone: (941) 316-1776
Fax: (941) 316-1772

With a copy to: Manson Bolves Donaldson Varn, P.A.
(Which Shall Not 109 N. Brush Street
Constitute Notice) Suite 300
Tampa, FL 33602
Attn: Douglas P. Manson, Esq.
Phone: (813) 514-4700
Fax: (813) 514-4701

As to the Cooperative Polk Regional Water Cooperative
330 W. Church Street
Bartow, FL 33831-9005

Attn: Ryan J. Taylor
Executive Director
Phone: (863) 534-6475
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice)

de la Parte & Gilbert, P.A.
101 E. Kennedy Boulevard
Suite 2000
Tampa, FL 33601
Attn: Edward P. de la Parte, Jr. Esq.
Phone: (813) 229-2775
Fax: (813) 229-2712

As to Polk County

Polk County
330 W. Church Street
Bartow, FL 33831-9005
Attn: Jim Freeman
County Manager
Phone: (863) 534-6018
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice)

Polk County
330 W. Church Street
Bartow, FL 33831-9005
Attn: Michael Craig, Esq.
County Attorney
Phone: (863) 534-6482
Fax: (863) 534-7654

As to Bartow

City of Bartow
Bartow City Hall
450 N. Wilson Avenue
Bartow, FL 33830
Attn: George Long

City Manager
Phone: (863) 534-0100
Fax: (863) 534-0409

With a copy to:
(Which Shall Not
Constitute Notice)

Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830
Attn: Sean R. Parker, Esq.
City Attorney
Phone: (863) 533-7117
Fax: (863) 533-7412

As to Fort Meade

City of Fort Meade
8 West Broadway Street
Fort Meade, FL 33841
Attn: Fred Hilliard
City Manager
Phone: (863) 285-1100
Fax: (863) 285-1124

With a copy to:
(Which Shall Not
Constitute Notice)

Gray Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801
Attn: Thomas A. Cloud, Esq.
City Attorney
Phone: (407) 843-8880
Fax: (407) 244-5690

As to Lakeland

City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
Attn: Tony Delgado
City Manager

Phone: (863) 834-6006
Fax: (863) 834-8402

With a copy to:
(Which Shall Not
Constitute Notice)

City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
Attn: Timothy McCausland, Esq.
City Attorney
Phone: (863) 834-6010
Fax: (863) 834-8204

As to Wauchula

City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
Attn: Terry Atchley
City Manager
Phone: (863) 773-3131
Fax: (863) 773-0773

With a copy to:
(Which Shall Not
Constitute Notice)

Gray Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801
Attn: Thomas A. Cloud, Esq.
City Attorney
Phone: (407) 843-8880
Fax: (407) 244-5690

As to Winter Haven

City of Winter Haven
City Hall
451 Third Street NW
Winter Haven, FL 33881
Attn: Michael Herr
City Manager

Phone: (863) 291-5600
Fax: (863) 291-5623

With a copy to:
(Which Shall Not
Constitute Notice)

Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830
Attn: Frederick J. Murphy, Jr., Esq.
City Attorney
Phone: (863) 533-7117
Fax: (863) 533-7412

- b. Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral, including, but not limited to the “Points of Agreement.”
- d. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term,

covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided that, if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Article X.e.ii of this Agreement, the non-Defaulting Party may seek any remedy it may have available in law or in equity against the alleged Defaulting Party.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Article X.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection

or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. The mediators proposed by the Parties shall be Florida Supreme Court certified mediators, and, to the extent practicable, mediators shall have special competence and experience with respect to the subject matter under consideration. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location in Hillsborough County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the non-Defaulting Party may seek any and all legal or equitable remedies for the alleged Default. The mediation process set forth herein is intended to be a waiver of or a substitute or replacement for the conflict resolution process set forth in Chapter 164, Florida Statutes.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties, their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party, nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes, and it shall be recorded by the Cooperative with the Clerk of the Circuit Court in and for Polk, Manatee, Sarasota, DeSoto and Charlotte Counties, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in

Hillsborough County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorney's Fees. The Parties agree that each Party shall bear its own attorney's fees and costs incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Miscellaneous Provisions.
 - i. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.

- ii. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- iii. Nothing in this Agreement shall be deemed a waiver of any Party's police powers.

[Signatures begin on the following pages]

**PEACE RIVER/MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY**

By: _____
Alan Maio, Chair

Date: _____

Approved as to Form and Correctness:

Douglas Manson
General Counsel

ATTEST:

[Seal]

Agency Clerk

**POLK REGIONAL
WATER COOPERATIVE**

By: _____
Tim Pospichal, Chair

Date: _____

Approved as to Form and Correctness:

Edward P. de la Parte, Jr.
Legal Counsel

ATTEST:

[Seal]

Eugene Fultz, Secretary/Treasurer

**POLK COUNTY BOARD OF
COUNTY COMMISSIONERS, a
political subdivision of the
State of Florida**

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

By: _____
George Lindsey, Chair

Date: _____

Reviewed as to form and legal sufficiency

County Attorney's Office
Legal Counsel

[Seal]

CITY OF BARTOW

By: _____
Leo E. Longworth, Mayor

Date: _____

Approved as to Form and Correctness:

Sean Parker
City Attorney

ATTEST:

[Seal]

Jacqueline Poole, City Clerk

CITY OF FORT MEADE

By: _____
Richard Cochrane, Mayor

Date: _____

Approved as to Form and Correctness:

Thomas A. Cloud
City Attorney

ATTEST:

[Seal]

Melissa Newman, Deputy Clerk

CITY OF LAKELAND

By: _____
William "Bill" Mutz, Mayor

Date: _____

Approved as to Form and Correctness:

Timothy J. McCausland
City Attorney

ATTEST:

[Seal]

Kelly Koos, City Clerk

CITY OF WAUCHULA

By: _____
Richard Keith Nadaskay, Jr., Mayor

Date: _____

Approved as to Form and Correctness:

Thomas A. Cloud
City Attorney

ATTEST:

[Seal]

Holly Smith, City Clerk

CITY OF WINTER HAVEN

By: _____
Bradley T. Dantzler, Mayor

Date: _____

Approved as to Form and Correctness:

Frederick J. (“John”) Murphy, Jr.
City Attorney

ATTEST:

[Seal]

By: _____
Vanessa Castillo, City Clerk

EXHIBIT "1"

THE FINAL PERMIT
(SWFWMD Water Use Permit No. 20010420.010)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 010420.010**

PERMIT ISSUE DATE: February 26, 2019

EXPIRATION DATE: February 26, 2069

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal

GRANTED TO: Peace River/Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

DeSoto County B.O.C.C.
201 East Oak Street
Arcadia, FL 34255

Sarasota County B.O.C.C.
1660 Ringling Boulevard
Sarasota, FL 34236

Manatee County B.O.C.C.
P.O. Box 1000
Bradenton, FL 34206

City of North Port City Commission
4970 City Hall Boulevard
North Port, FL 34286

Charlotte County B.O.C.C.
18500 Murdock Circle, Suite 536
Port Charlotte, FL 33948

PROJECT NAME: Peace River Water Treatment Plant Facility

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: DeSoto

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)¹

ANNUAL AVERAGE	80,000,000 gpd
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MAXIMUM	258,000,000 gpd
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¹ The actual quantities authorized under the permit are based on flows in the Lower Peace River as described in Special Condition No. 4. The annual average quantity shown above reflects the amount of potable water projected to be produced by the Peace River Water Treatment Plant for delivery to the Authority's Customers. The maximum day quantity shown above is subject to Special Condition 17.

ABSTRACT:

This is a modification with renewal of an existing water use permit for public supply. The Peace River/Manasota Regional Water Supply Authority (PRMRWSA) is a regional utility that relies exclusively on surface water withdrawals from the lower Peace River. This modification acknowledges the primary role of storage and flow-based withdrawals for this utility by removing artificial limits imposed by the previous annual average and peak month quantities in order to enable use of the Peace River Facility (PRF) to the greatest degree practicable to meet regional water supply needs consistent with the SWUCA Recovery Strategy. In addition, this modification authorizes an increase in the maximum daily withdrawal, from 120 MGD to 258 MGD, to enhance the capture of excess flows during the wet season and in support of planned facility expansion of both storage and treatment capacity. Withdrawals from the lower Peace River remain limited by the Minimum Flow established for the lower Peace River and the previously authorized block diversion schedule, which are unchanged at this time. There is no change in Use Type from the previous revision. This permit is located within the Southern Water Use Caution Area (SWUCA) and relies exclusively on an alternative water source (AWS). The renewal is issued with a permit duration of 50 years for this AWS facility as provided for by Florida Statute 373.236(5).

Special Conditions include those that require the Permittee to submit all required reports; to report monthly meter readings; to perform meter accuracy checks every five years; to cap withdrawals not in use; to comply with the Minimum Flow for the lower Peace River; to comply with the approved diversion schedule; to immediately implement the approved Peace River Hydrobiological Monitoring Plan 2018 Update with reports due each year by October 1; to provide annual reports, by June 1 each year, regarding the Permittee’s individual and regional efforts to cooperatively develop and manage water supplies on a regional basis as envisioned by the SWUCA Recovery Strategy; to collect monthly water quality samples and weekly water level data from aquifer storage & recovery (ASR) wells; to construct proposed ASR wells according to approved specifications; and to comply with the SWUCA Recovery Strategy.

WATERUSE TABLE (in gpd)

	<u>ANNUAL AVERAGE</u>	<u>MAXIMUM</u>
Public Supply	80,000,000	258,000,000

USE TYPE

Regional Public Supply System

PUBLIC SUPPLY:

Population Served: 1,000,000

Per Capita Rate: 80 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

I.D. NO. PERMITTEE/ DISTRICT	DIAM (in.)	DEPTH TTL./CSD.FT. (feet bls)	USE DESCRIPTION	AVERAGE (gpd)	PEAK MONTH (gpd)	CROP PROTECTION (gpd)
14 / 14	30	N/A / N/A	Public Supply	80,000,000	N/A	258,000,000
S-1 / 20	8	920 / 570	Aquifer Storage & Recovery	398,000	462,300	N/A
S-2 / 21	12	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-3R / 22	16	769 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-4 / 23	12	905 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-6 / 25	12	910 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-7 / 26	12	915 / 575	Aquifer Storage & Recovery	711,200	828,700	N/A
S-8 / 27	12	623 / 510	Aquifer Storage & Recovery	711,200	828,700	N/A
S-9R / 28	16	800 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-10 / 29	16	905 / 620	Aquifer Storage & Recovery	711,200	828,700	N/A
S-11 / 30	16	908 / 585	Aquifer Storage & Recovery	711,200	828,700	N/A
S-12 / 31	16	900 / 600	Aquifer Storage & Recovery	711,200	828,700	N/A
S-13 / 32	16	898 / 621	Aquifer Storage & Recovery	711,200	828,700	N/A
S-14 / 33	16	900 / 568	Aquifer Storage & Recovery	711,200	828,700	N/A
S-15 / 34	16	900 / 583	Aquifer Storage & Recovery	711,200	828,700	N/A
T-1 / 35	12	482 / 380	Aquifer Storage & Recovery	298,000	346,200	N/A
S-5R / 36	16	955 / 650	Aquifer Storage & Recovery	711,200	828,700	N/A
S-16 / 37	16	902 / 583	Aquifer Storage & Recovery	711,200	828,700	N/A
S-17 / 38	16	883 / 579	Aquifer Storage & Recovery	711,200	828,700	N/A
S-18 / 39	16	900 / 592	Aquifer Storage & Recovery	711,200	828,700	N/A
S-19 / 40	16	900 / 585	Aquifer Storage & Recovery	711,200	828,700	N/A
S-20 / 41	16	898 / 566	Aquifer Storage & Recovery	711,200	828,700	N/A
S-21 / 42	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-22 / 43	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-23 / 44	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-24 / 45	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-25 / 46	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-26 / 47	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-27 / 48	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-28 / 49	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-29 / 57	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-30 / 58	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-31 / 59	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-32 / 60	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-33 / 61	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-34 / 62	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-35 / 63	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-36 / 64	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-37 / 65	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-38 / 66	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-39 / 67	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-40 / 68	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-41 / 69	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A

S-42 / 70	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-43 / 71	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-44 / 72	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-45 / 73	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-46 / 74	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
DJ-1 / 78	10	590 / 108	Public Supply	77,500	504,000	N/A
Standby						
DJ-3 / 80	8	570 / 70	Public Supply	77,500	504,000	N/A
Standby						

WITHDRAWAL POINT LOCATION TABLE

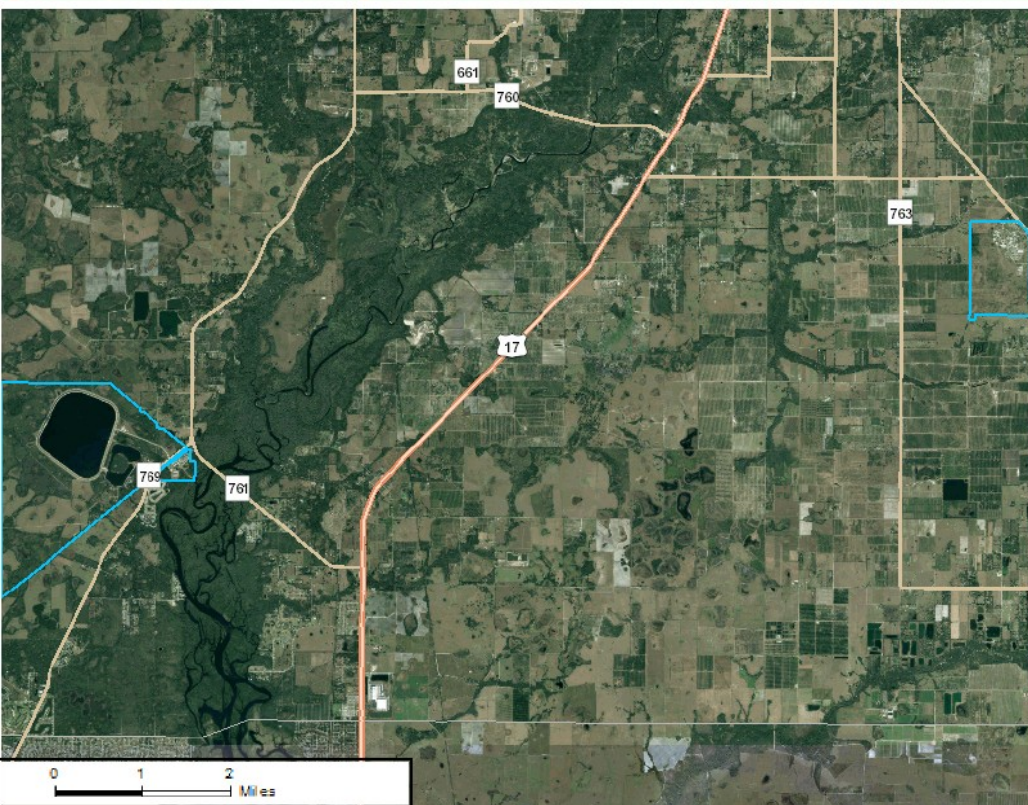
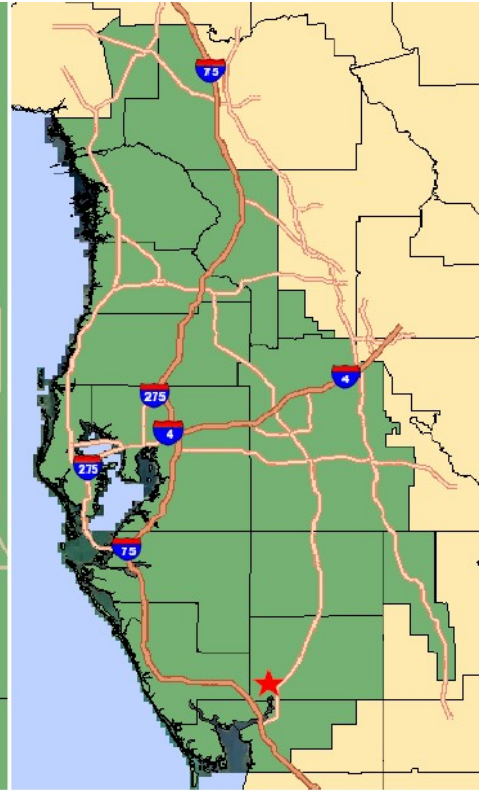
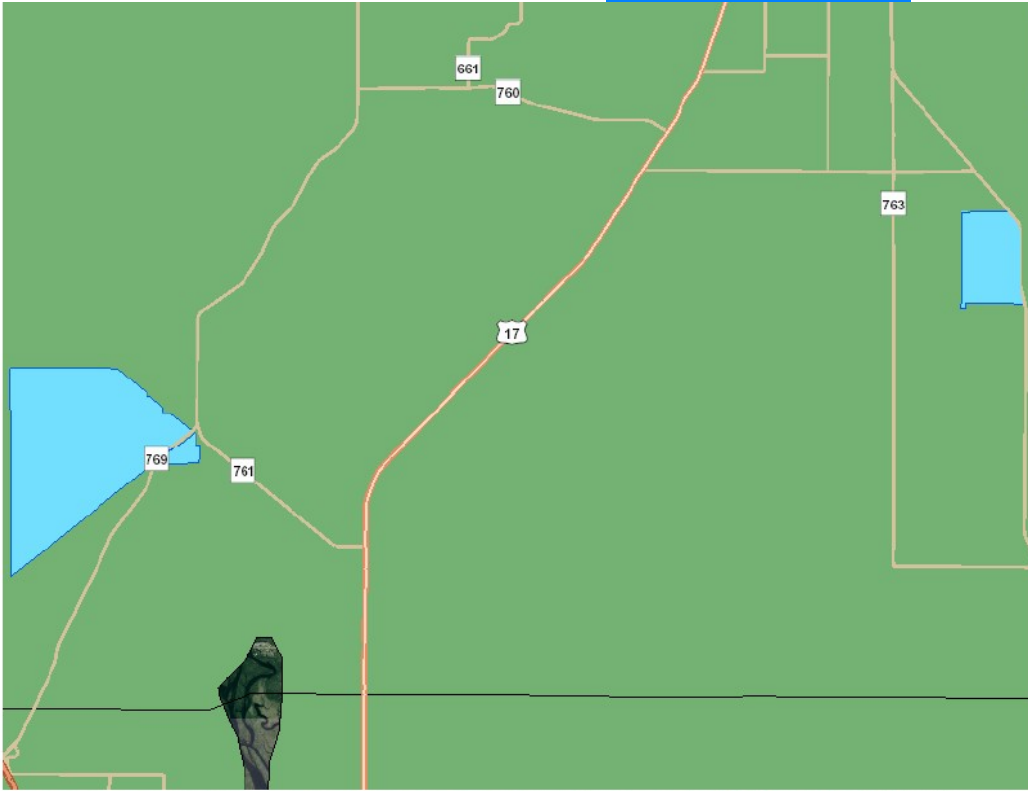
<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
14	27° 05' 12.45 "/81° 59' 57.95"
20	27° 05' 29.27"/82° 00'07.96"
21	27° 05'29.20"/82° 00'09.32"
22	27° 05'22.56"/82° 00'08.23"
23	27° 05' 05.44"/82° 01' 10.05"
25	27° 05' 15.75"/82° 00' 28.10"
26	27° 05' 12.10"/82° 00' 26.81"
27	27° 05' 12.94"/82° 00'38.42"
28	27° 05' 16.05"/82° 00'17.92"
29	27° 04' 57.68"/82° 01'06.56"
30	27° 05' 00.30"/82° 01'06.68"
31	27° 04' 57.58"/82° 01'09.77"
32	27° 05'00.09"/82° 01'10.03"
33	27° 04' 57.18"/82° 01'13.12"
34	27° 04' 59.77"/82° 01'13.33"
35	27° 05' 28.50"/82° 00'09.30"
36	27° 05' 22.49"/82° 00'18.12"
37	27° 05'03.01"/82° 01'06.60"
38	27° 05' 06.04"/82° 01'06.28"
39	27° 05'03.12"/82° 01'09.73"
40	27° 05' 02.91"/82° 01'13.38"
41	27° 05'06.28"/82° 01'13.50"
42	27° 05' 15.14"/82° 02' 02.11"
43	27° 05' 11.53"/82° 01' 51 .25"
44	27° 05' 11.79"/82° 02'13.61"
45	27° 05' 05. 88"/82° 02' 03.06"
46	27° 05' 00.85"/82° 01'51.16"
47	27° 04' 58.44"/82° 02'02.94"
48	27° 04' 50.88"/82° 01'52.27"
49	27° 04'40.72"/82° 01'51.75"
57	27° 04' 36.96"/82° 01'45.36"
58	27° 04' 33.17"/82° 01'35.30"
59	27° 04' 26.68"/82° 01'44.88"
60	27° 04' 27.82"/82° 01'50.57"
61	27° 04' 33.30"/82° 01'58.70"
62	27° 04' 38.14"/82° 02'06.80"
63	27° 04' 42.88"/82° 02'15.54"
64	27° 04' 48.47"/82° 02'16.76"
65	27° 04' 52.20"/82° 02'24.73"
66	27° 05' 05.44"/82° 02'36.38"
67	27° 05' 24.55"/82° 02'36.34"

68	27° 05' 15.87"/82° 02' 40.60"
69	27° 04' 55.99"/82° 02' 39.77"
70	27° 04' 50.51"/82° 02' 35.83"
71	27° 04' 42.69"/82° 02' 26.75"
72	27° 04' 33.68"/82° 02' 16.61"
73	27° 04' 31.33"/82° 02' 06.78"
74	27° 04' 22.54"/82° 02' 05.68"
78	27° 08' 14.83"/81° 48' 13.24"
80	27° 08' 12.54"/81° 48' 11.76"

Location Map

Peace River/Manasota Regional Water Supply Authority

WUP No. 20010420.010



Legend

- DIDs

WUP Boundary

2014 Natural Color Imagery

DESOTO COUNTY



Southwest Florida

Water Management District

STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data. (499)

2. The annual average and peak month quantities for District ID Nos. 20 through 74, Permittee ID Nos. S-1 through S-46 (ASR Wellfields 1 and 2), shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of the Permit. In all cases, the total annual average and peak month withdrawal from the ASR wellfields is limited to 32,700,000 gpd and 38,100,000 gpd respectively. (221)
3. The Permittee shall construct the proposed wells according to the surface diameter, casing depth, and total depth specifications listed below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. The surface diameter and total depth specified are those proposed by the Permittee in the application process. However, it is the Permittee's responsibility to have the water in the well sampled during well construction before reaching the estimated minimum total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. (235)

District ID Nos. 42 through 49 and 57 through 74, Permittee ID Nos. S-21 through S-46, having a

surface diameter of 16 inches, with a minimum casing depth of 570 feet, drilled to a minimum total depth of 900 feet.

4. The quantities withdrawn from the Lower Peace River are limited by the adopted Minimum Flow for the Lower Peace River; the diversion schedule described below; the Maximum Daily Quantity of 258 MGD; and as set forth in Special Condition No. 17.

Surface water withdrawals at DID No. 14 will be based on the previous day's combined average flow as measured in cubic feet per second (cfs) for the Peace River at the Arcadia station, Joshua Creek at Nocatee, and Horse Creek near Arcadia:

Less than 130 cfs:

No diversion may occur (all blocks).

At least 130 cfs:

The amount of diversion shall not exceed 16% of the previous day's combined average flow (all blocks). In no case shall the diversion exceed the difference between 130 cfs and the previous day's combined flow.

At least 625 cfs:

Blocks 2 and 3 only (June 26 through April 19) – The amount of diversion shall not exceed 28% of the previous day's combined average flow. In no case shall the diversion exceed 400 cfs. (358)

5. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C. (568)
6. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules. (652)
7. By June 1 of each year the Permittee shall provide an Annual Report for the preceding Water Year (i.e. October 1 through September 30) regarding regional water supply conditions, planning and development for new supplies and interconnections, resource management, Alternative Water Supply (AWS), water conservation and demand management efforts within the Authority's four-county region, including those of the Authority's member governments, customers, and water supply partners with whom water is shared. The Annual Report shall include an update on the following items for the preceding Water Year:
 - a. Hydrologic conditions in the Authority's four-county service area including a summary of rainfall and flow in the Peace River at Arcadia, Horse Creek near Arcadia and Joshua Creek near Nocatee.
 - b. An annual summary of Authority withdrawals from the Peace River, reservoir and ASR storage, water treated and water delivered from the Peace River Facility.
 - c. An annual summary of regional and individual member, customer, and partner water supply demands, the sources and the quantities derived therefrom.
 - d. Projected regional water demands for the next 20 years and anticipated new supply

- capacity/source development schedule to reliably meet those projected demands.
- e. The status of current water supply facilities, and of new supply/capacity and transmission system facilities in the planning, design or construction stage.
 - f. Schedule and status for updates to the Authority's Regional Water Supply Plan including an electronic copy of the latest Regional Water Supply Plan (unless provided with a previous annual report).
 - g. Regional efforts to coordinate, collaborate, and implement resource management measures that support the SWFWMD's SWUCA Recovery Strategy.
 - h. Status and update on resource management and Alternative Water Supply (AWS) development efforts in the region directly relating to beneficial reuse of reclaimed water, harvest and reuse of stormwater, and other AWS sources.
 - i. Status and update on water conservation and demand management efforts by Authority members, customers, and partners including but not limited to meeting District per-capita water use targets for the SWUCA. Any updates to the respective Water Conservation Plans of members, customers, and partners shall also be provided (unless previously provided). (660)
8. Flow in the Peace River shall be read at the Arcadia Station, USGS gage 02296750 (District ID No. 16); Horse Creek near Arcadia, USGS gage 02297310 (District ID No. 75), and Joshua Creek at Nocatee, USGS gage 02297100 (District ID No. 76). The combined flow of the three gages will be reported as District ID No. 77. Flow shall be read on a daily basis and reported to the Water Use Permit Bureau (using District approved forms) on or before the tenth (10th) day of the following month. The recordings shall include daily average water flow in million gallons per day (MGD) and cubic feet per second (cfs). (667)
9. The Permittee shall immediately implement the Peace River Hydrobiological Monitoring Program 2018 Update (HBMP) dated January 2018 which is attached to and made part of this permit (Exhibit C). An Annual Data Report including raw data and satellite imagery will be submitted to the Water Use Permit Bureau Chief by October 1 of each year for the preceding calendar year. Every fifth year, instead of the Annual Data Report, a comprehensive 5-Year Summary Report compiling the results, analysis, and conclusions of the HBMP for the five calendar years preceding will be submitted by October 1. The next comprehensive 5-Year Summary Report shall be submitted by October 1, 2022. Adaptive management changes to the HBMP, if any, shall generally be proposed within the 5-year reports. (676)
10. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46. Monthly pumpage reporting, as well as meter accuracy checks every five years, shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (718)
11. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief:
- District ID No. 14, Permittee ID No. 14 (river intake to reservoir)
District ID No. 15, Permittee ID No. RESV (raw water from reservoirs to plant)
District ID No. 17, Permittee ID No. PRWTP (river intake directly to plant)
District ID No. 18, Permittee ID No. PRDIS (finished water from plant minus ASR recharge)
- Monthly pumpage reporting, as well as meter accuracy checks every five years, shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)

12. The following existing standby withdrawal facilities (those that provide back-up water for another withdrawal point in the event the other withdrawal point becomes unusable) shall continue to be metered: District ID Nos. 78 and 80, Permittee ID Nos. DJ-1 and DJ-3. Monthly meter reading and reporting, as well as meter accuracy checks every five years, shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (722)
13. During aquifer recharge and recovery operations, water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate to a constant temperature, pH, and conductivity. Recharge water quality shall be reported as the finished water from the water treatment plant (DID 18). Water quality samples during recovery shall be collected at the sample tap for each ASR well. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall continue according to the schedule established below for existing wells, and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit. (752)

Recharge (Finished Water from Plant):

Existing District ID No. 18, Permittee ID NO. PR DIS, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis.

Recovery:

Existing District ID Nos. 20 through 23, and 25 through 41, Permittee ID Nos. S-1 through S-15, T-1, S-5R, and S-16 through S-20, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis.

Proposed District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis.

Monitor Wells:

Existing District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis.

Existing DID No. 50, Permittee ID NO. 1-1E, for chlorides, on a monthly basis.

14. Background water quality samples shall be collected during construction of the proposed ASR wells. The samples shall be collected at intervals of 50 feet or less, from 600 feet below land surface to the bottom of the well, or as may otherwise be specified in the well construction permit in accordance with regulatory requirements in effect at that time. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. The results of the sampling program shall be due within 30 days of the completion of the well. For sampling, analysis and submittal requirements, see Exhibit B, attached to and made part of this permit. (753)

District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46, for total dissolved solids, sulfate, conductivity, chlorides and pH.
15. The Permittee shall continue to record and submit water levels for the following wells and report them to the District at the frequency listed. To the maximum extent possible, water levels shall be

recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency required. The readings shall be reported online via the WUP Portal at the District website or mailed in hard copy on District-approved forms to the Water Use Permit Bureau, on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. The Permittee shall have the elevation of the measuring point on each well listed surveyed to NAVD 1988, and a copy of the certified survey report for the wells listed shall be included with the first data submittal. (758)

Existing District ID Nos. 20 through 23, 25 through 41, and 50, Permittee ID Nos. S-1 through S-15, T-1, S-5R, S-16 through S-20, and I-1E on a weekly basis.

Existing District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2 on a continuous (hourly) basis and reported as daily minimum and maximum values.

Proposed District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46 on a weekly basis.

16. Total quantities and cumulative volumes of water stored and recovered for each ASR well shall be recorded and reported on a monthly basis. Pumpage reporting, as well as meter accuracy checks every five years, shall be in accordance with instructions on Exhibit B, Metering Instructions, attached to and made part of this permit. (830)

Existing District ID Nos. 20 through 22, 25 through 28, 35 and 36, Permittee ID Nos. S-1, S-2, S-3R, S-6 through S-8, S-9R, T-1 and S-5R (ASR Wellfield No. 1).

Existing District ID Nos. 23, 29 through 34, and 37 through 41, Permittee ID Nos. S-4, S-10 through S-19, and S-29 (ASR Wellfield No. 2).

Proposed District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46.

17. The Maximum Daily Quantity shall be reduced by up to 48 MGD to be credited against impact, if any, from the proposed permitted withdrawal by the Polk Regional Water Cooperative ("Cooperative") from Peace Creek for natural system restoration and potable supply or from the Upper Peace River in Polk County for storage in reservoirs or in other approved consumptive uses ultimately for potable use. The District shall determine the reduction to the Maximum Daily Quantity up to 48 MGD necessary to offset impacts, if any, from the Cooperative's proposed permitted withdrawals, and notify the Authority. Within 30 days of the District's notification, the Authority shall submit a letter modification to the District to reduce the Maximum Daily Quantity by the specified amount up to 48 mgd. The letter modification shall specify that the reduction shall take effect immediately upon notification by the Cooperative to the District and the Permittee of the actual withdrawal of water by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of this Permit, then no reduction pursuant to this condition will occur.

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in waterbodies such as lakes, impoundments, wetlands, springs, streams or other watercourses;
or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee

must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the Permit.

7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and a hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant

water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.

17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the groundwater resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for in line field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a

- straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
 8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.
 9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** – The Permittee is to schedule their accuracy test according to the following schedule:
 - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested by not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January

Hillsborough

February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for groundwater, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained within four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
 - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.014.00 (07/08) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.
 - B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout.
 - C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing.
 - D. The date of the test equipment's most recent calibration that

demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures.
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief, reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form. If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date.
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.

10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of February, May, August, November
Semi-annually	Same week of May, November
Monthly	Same week of each month

WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. Per Capita Use Rate - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or

the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.

2. Residential Use - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:
 - A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. Non-Residential Use - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:
 - A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
 - B. Agricultural uses (e.g., irrigation of a nursery),
 - C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses,
 - F. K-through-12 schools that do not serve any of the service area population, and
 - G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
 - A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,

- 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
- B. A schedule for a remedial action plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on **Part D of the Form**:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,
 - D. Customer's Water Use Permit number (if any),
 - E. Customer's meter location latitude and longitude,
 - F. Meter ownership information,
 - G. General customer use category,
 - H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
 - I. Customer cost per 1,000 gallons or flat rate information,
 - J. Delivery mode (e.g., pressurized or non-pressurized),
 - K. Interruptible Service Agreement (Y/N),
 - L. Month/year service began, and
 - M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
 - B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on **Part E of the Form**:
- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,

- g) Delivery mode (pressurized, non-pressurized)
- 2) Monthly flow in gallons per bulk customer.
- 3) Total gallons per day (gpd) provided for metered residential irrigation.
- 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.