

**Case Nos. 1D98-0713 and 1D98-0727**

Florida Water Services Corporation vs. Florida Public Service Commission ("PSC");  
Sugarmill Woods Civic Association, Inc. vs. Southern States Utilities, Inc. and the  
PSC

vs. Joseph J. DeRouin, et al.

**PSC Docket No. 920199-WS**

**Charles L. Sweat**

**Late File Exhibit #96**

**Docket No. 920199-WS**

**Containing**

**Copy of Bulk Service Agreement between  
Southern States Utilities and Pasco  
County - 10 pages**

DOCUMENT NUMBER-DATE  
13790 NOV 23 1998  
FPSC-RECORDS/REPORTING

92-351

BULK WASTEWATER TREATMENT  
AGREEMENT BETWEEN SOUTHERN STATES  
UTILITIES, INC., AND PASCO COUNTY

THIS AGREEMENT, made and entered into this 3rd day of June,  
A.D., 1992, by and between SOUTHERN STATES UTILITIES, INC., a Florida corporation,  
organized under the laws of the State of Florida, hereinafter referred to as "UTILITY",  
and PASCO COUNTY, a political subdivision of the State of Florida, acting by and through  
its Board of County Commissioners, the governing body thereof, hereinafter referred to as  
"COUNTY".

W I T N E S S E T H:

WHEREAS, the UTILITY has received a certificate from the Florida Public Service Com-  
mission authorizing the provision of public sewer service to an area located in the  
southeast portion of the COUNTY pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, the UTILITY has requested the COUNTY to provide such bulk wastewater treat-  
ment service for its existing customers and any new customers of the UTILITY'S system;  
and,

WHEREAS, the UTILITY has agreed to transfer seventy-four (74) existing customers  
within the Crystal Lakes Mobile Home Park Development to the COUNTY in exchange for a  
long-term commitment by the COUNTY for bulk wastewater service and other considerations as  
specified herein; and,

WHEREAS, subject to the conditions and limitations set forth herein, the COUNTY de-  
sires to provide bulk wastewater treatment services to the UTILITY for the purpose of  
offering centralized wastewater services from the COUNTY'S Southeast Subregional Waste-  
water Treatment Plant which presently possesses sufficient excess capacity to provide such  
treatment; and,

WHEREAS, in conjunction with the requested service, the COUNTY desires to provide  
certain standards for the expansion of the UTILITY'S wastewater treatment system and cer-  
tain requirements for the quality of wastewater delivered, as set forth in County Ordi-  
nance No. 87-10, by the UTILITY to the COUNTY for treatment.

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

Section 1. Purpose.

It is the purpose and intent of this Agreement to provide for central pub-  
lic sewer services to existing homes and structures and future homes and structures lo-  
cated in the certificated area of Southern States Utilities, Inc., and to provide for

additional assurances of timely payment to the COUNTY of all costs incurred in the provision of such service by the COUNTY, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section II. Bulk Wastewater Treatment Service.

A. Subject to the conditions and limitations set forth in this Agreement, the COUNTY shall provide bulk wastewater treatment services in an amount of sixty thousand (60,000) gallons per day (annual average) to the UTILITY. Such services shall be provided through a proposed connection with the UTILITY'S system. The type of connection shall be approved by the COUNTY prior to the time that the work is actually performed. The location of the initial interconnect shall be at the existing wastewater pump station located within the Crystal Lakes Mobile Home Park which currently pumps wastewater from the Crystal Lakes Development to the UTILITY'S sewer system serving Zephyr Shores/American Condominiums. Such work shall be supervised and directed by the COUNTY and must meet all applicable State and COUNTY standards. It shall be the responsibility of the UTILITY to furnish proof from its staff, engineer, or other appropriate source to the COUNTY'S Utilities Director and/or other appropriate members of the staff of the comparability and equivalency of all such material and standards of performance as previously mentioned.

1. The UTILITY shall install, as part of its connection to the COUNTY system, an appropriate metering device(s) at the designated point of connection which is acceptable to the COUNTY for the purposes of determining the amount of wastewater treatment services being provided by the COUNTY pursuant to this Agreement. It shall be the responsibility of the UTILITY to pay all costs associated with the purchase and installation of the metering device(s). The COUNTY shall own and operate the meter(s), and the COUNTY shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the COUNTY'S wastewater collection system. The UTILITY shall also be provided reasonable access to the meter(s) for testing and reading purposes.

2. Meter Reading and Payments - The COUNTY will invoice the UTILITY on a monthly basis in accordance with meter readings taken. The UTILITY shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the COUNTY. In the event that the payment is not made within thirty (30) days after receipt of the invoice, the UTILITY agrees to pay interest or penalties as established from time to time in the COUNTY'S utility system service regulations on the outstanding balance

until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement. The UTILITY shall be liable for the costs of the purchase and installation of any meters or similar equipment or devices used to measure the amount of wastewater treated. In the event the UTILITY disputes the accuracy of any meter reading, it must notify the COUNTY within thirty (30) days of billing and demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of reading and publication are final and not subject to dispute.

B. Monthly Service Rate - The UTILITY agrees to pay the COUNTY a service rate of Three and 12/100 Dollars (\$3.12) per thousand gallons of wastewater treated based upon the meter readings; provided, however, this rate, including any or all components thereof, may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the COUNTY'S rate-setting procedures. In addition, One and 00/100 Dollar (\$1.00) per thousand gallons, which amount may be adjusted from time to time by the Board of County Commissioners, shall be added as a capital recovery surcharge for wastewater flow treated from existing development as described below. The COUNTY agrees to notify the UTILITY ninety (90) days prior to the effective date of such rate adjustments.

C. Impact Fees - In addition to the monthly service rate, the UTILITY agrees to pay impact fees to the COUNTY as follows:

1. New Development - The UTILITY agrees that any new development within its service area, as described on the attached Exhibit "A" map, incorporated herein and made a part hereof, will pay to the COUNTY, uniform commitment and impact fees in an amount equivalent to fees charged by the COUNTY for its retail utility customers as established from time to time by the Board of County Commissioners, which fees will be collected by the COUNTY in accordance with its Sewer Use Ordinance. However, in the event the COUNTY adopts a bulk wastewater treatment impact fee for new developments subsequent to the execution of this Agreement, said new development shall pay the bulk impact fees established by the Board of County Commissioners from time to time for connections made to the UTILITY'S systems after such adoption. Said fee shall be paid to the COUNTY prior to the connection of any new development to the UTILITY'S system and will be collected by the COUNTY in the same manner as the COUNTY collects impact fees for its utility system.

2. Existing Development - The UTILITY and the COUNTY agree that no impact fees will be charged for existing structures or development as of the date of this

Agreement which are presently connected to the UTILITY'S system, exclusive of the seventy-four (74) units in the Crystal Lakes Mobile Home Park, as described on the attached Exhibit "B" map, namely Crystal Lakes and fees of which will be paid by the developer to the COUNTY, and incorporated herein and made a part hereof.

D. Excess Capacity - The COUNTY agrees to treat wastewater in excess of sixty thousand (60,000) gallons per day pursuant to this Agreement provided sufficient unused and uncommitted capacity is available at the COUNTY'S wastewater treatment facilities, as determined by the COUNTY, and all appropriate permits have been obtained by the UTILITY from State regulatory agencies. The UTILITY agrees to pay the per-thousand-gallon rate for such services as set forth above.

E. Discharge Regulations - The UTILITY agrees to abide by the Pasco County Sewer Use Ordinance including the Regulations for Discharge to Pasco County Wastewater System in its entirety and as it may be changed from time to time by requirement of Federal or State authorities and/or by the COUNTY.

F. Coordination of Flows - The UTILITY will cooperate in a reasonable manner with the COUNTY to coordinate flows into the plant so that they shall not exceed the permitted per-day maximum for the plant.

G. Notwithstanding any other provisions contained herein, the COUNTY shall not be liable for any damages as the result of the inability or failure to provide sewage treatment services pursuant to this Agreement either on a temporary, emergency, or permanent basis. The COUNTY shall use its best efforts to provide the treatment capacity needed by the UTILITY to service its customers. Notwithstanding the foregoing, the COUNTY reserves the right to proportionately reduce the gallonage to this user, SOUTHERN STATES UTILITIES, INC. (SSU), made available under this Agreement and the COUNTY will equally reduce other contractual users' treatment capacity pursuant to such restrictions by governmental regulatory authorities.

H. Public Sewer Collection System - The UTILITY shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the COUNTY'S wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for the UTILITY to tap into said system, including all design, construction, repair, and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the COUNTY system to be repaired and maintained in accordance with appropriate standards and specifications.

I. Permits - The UTILITY shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of the UTILITY'S public sewer collection system. The COUNTY shall have the same responsibility as to its sewer system.

J. Quantity Deficiencies - The COUNTY shall not be liable in damages to the UTILITY in the event that the quantity of sewage to be treated under this Agreement shall be curtailed or diminished at no fault of the COUNTY.

K. The COUNTY agrees that the UTILITY may engage in wastewater treatment services, by utilizing its own treatment facilities in addition to COUNTY services provided during the term of this Agreement. The UTILITY shall indemnify and hold the COUNTY harmless from all claims arising from the operation of the UTILITY'S treatment and disposal facility.

Section III. General Provisions.

A. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

PASCO COUNTY:	County Administrator Pasco County Government Center 7530 Little Road New Port Richey, FL 34654
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SOUTHERN STATES UTILITIES, INC.:	President Southern States Utilities, Inc. 1000 Color Place Apopka, FL 32703
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These addresses may be changed by giving notice as provided for in this paragraph.

B. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

Section IV. Default.

A. If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the nondefaulting party shall give written notice to the defaulting party specifying the nature of the default. If the

defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the nondefaulting party, shall terminate. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any nondefaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to the UTILITY and such nonpayment by the UTILITY shall be grounds for termination of service by the COUNTY.

Section V. Utility System Charges.

The UTILITY shall fix, revise, maintain, and collect such fees, rates, rentals, or other charges for the use of the products, services, and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this Agreement. The UTILITY shall maintain its utility system operation and maintain accounts throughout the term of this Agreement for the purpose of paying its obligations and liabilities hereunder.

Section VI. Miscellaneous Provision.

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

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

C. This Agreement shall not be considered an obligation on the part of the COUNTY to perform in any way other than as indicated herein. The COUNTY shall not be obligated under the terms of this Agreement to treat additional wastewater from the UTILITY from areas outside of its certificated area or areas which are not presently served by the UTILITY unless the COUNTY issues written notification that it does not object to such additional service. The UTILITY'S service area is more specifically identified on Exhibit "1" attached hereto and incorporated herein by reference.

D. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. However, this Agreement shall not be assigned by the UTILITY without the express permission of the COUNTY; however, such consent shall not be unreasonably withheld by the COUNTY.

E. In the event the COUNTY ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part, of the facility known as Zephyr Shore Utility System which may be owned by SOUTHERN STATES UTILITIES, INC., the COUNTY will not be required to pay the UTILITY for any value which might be attributable to the services provided by the COUNTY under the terms of this Agreement. In other words, such services provided by the COUNTY under this Agreement shall have no residual value in the event the COUNTY seeks to condemn all, or any part, of SOUTHERN STATES UTILITIES, INC.'S system during the term of this Agreement. This shall not be construed as a waiver of any defense, including the defense of lack of authority, SOUTHERN STATES UTILITIES, INC., may have to such an action by the COUNTY or to any claim for full and just compensation, for example, as an ongoing business concern in any eminent domain action by the COUNTY against SOUTHERN STATES UTILITIES, INC.

F. Term - This Agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement.

G. The UTILITY agrees that immediately upon execution of the Bulk Wastewater Agreement the UTILITY will file the same with the Florida Public Service Commission, and in the event Commission approval is required, the UTILITY shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of this Agreement, in the event the Commission's approval of this Agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the COUNTY'S obligations hereunder.



H. An express condition precedent to this Agreement and the COUNTY'S obligations hereunder is the transfer of seventy-four (74) existing units within the Crystal Lakes Mobile Home Park Development. This transfer, which shall include billing records for the past twenty-four (24) months and updated names and addresses, shall be completed within thirty (30) days of the execution of this Agreement and completion of the COUNTY facilities necessary to serve the seventy-four (74) units.

I. This Agreement shall replace and supersede all prior agreements and understandings between the COUNTY and the UTILITY on the subject matter, including specifically that Temporary Emergency Bulk Wastewater Agreement dated January 7, 1992.

IN WITNESS WHEREOF, the COUNTY and the UTILITY have executed this Bulk Wastewater Treatment Agreement on the date, month, and year first above written.

(SEAL)

ATTEST:

BY: Jed Pittman  
JED PITTMAN, CLERK

WITNESSES:

Joseph E. Milligan  
Michael L. Williams

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

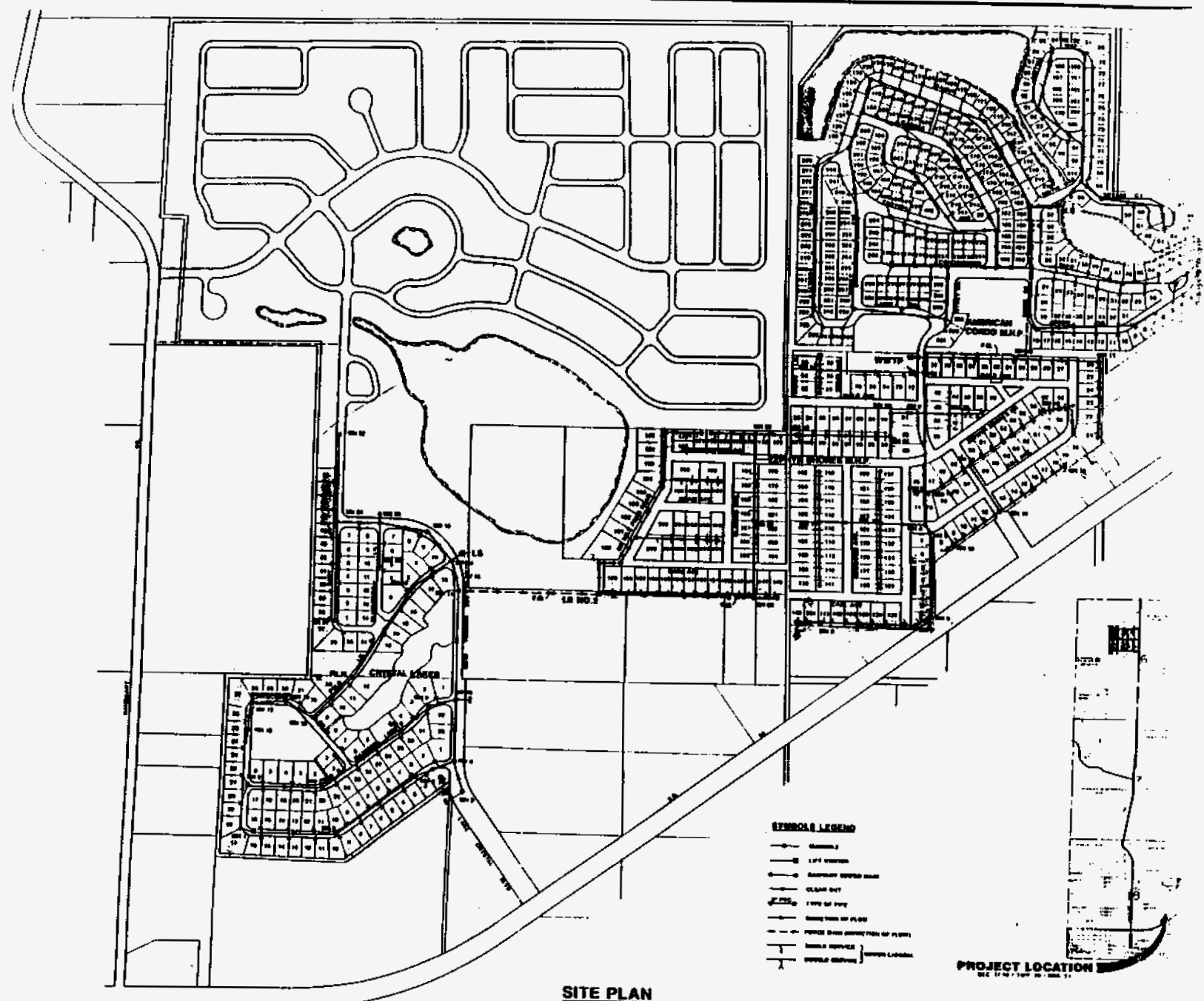
BY: Mike Wells  
MIKE WELLS, CHAIRMAN  
6/23/92

SOUTHERN STATES UTILITIES, INC.

BY: Charles Stewart  
VICE PRESIDENT

APPROVED AS TO LEGAL FORM AND CONTENT  
Office of the County Attorney

BY: Frank B. Smith  
ATTORNEY



**SITE PLAN**  
SCALE: 1"=500'

- SYMBOLS LEGEND**
- Sewer Line
  - Easement
  - Easement Line
  - Clear Cut
  - Type of Soil
  - Sewer Manhole
  - Sewer Valve
  - Sewer Access Point
  - Sewer Service
  - Sewer Lateral

**PROJECT LOCATION**  
AS SHOWN ON MAP

**SOUTHERN STATES**  
**PASCO COUNTY**

REV.	DATE	DESCRIPTION	APP'D. BY



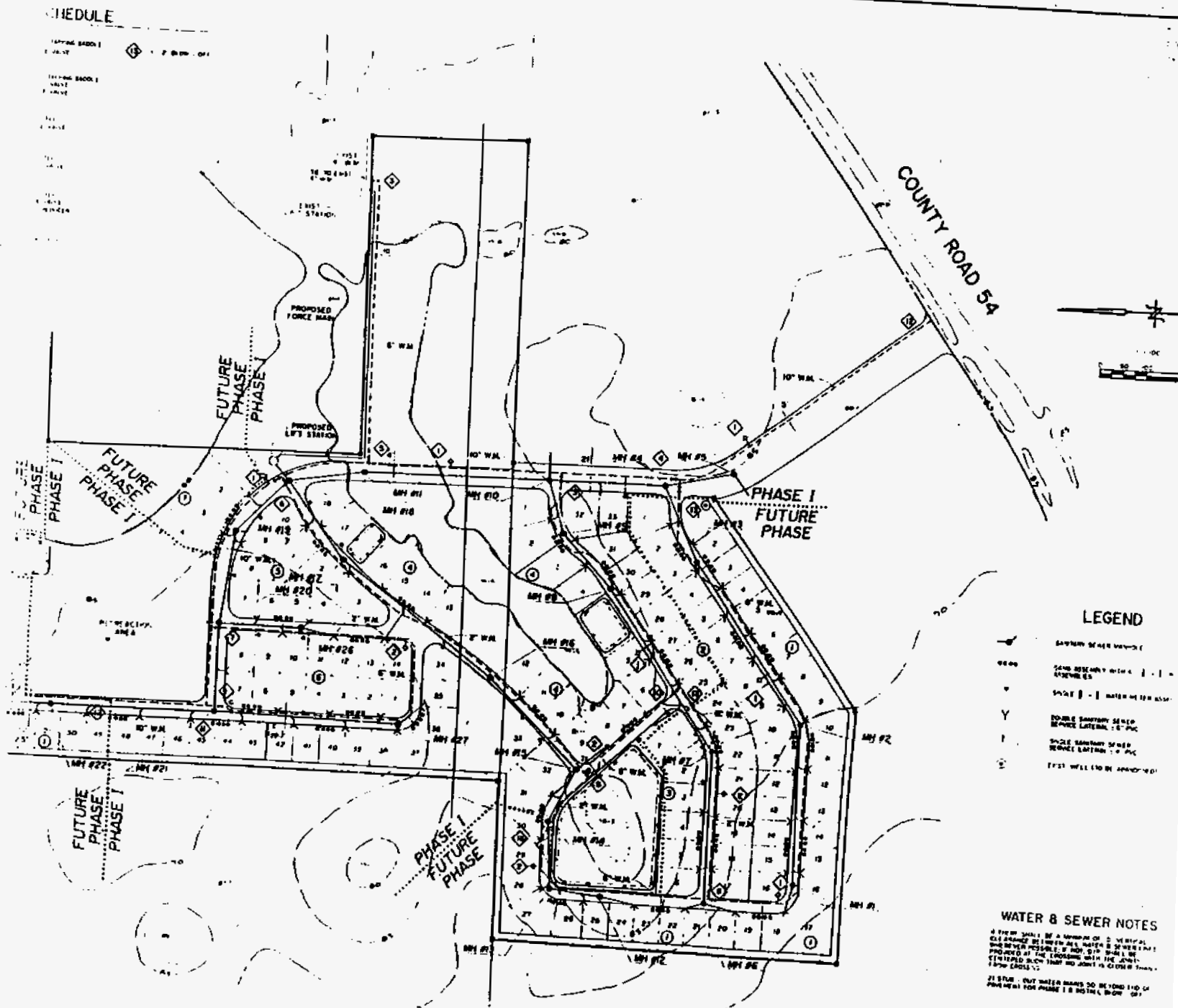
**SSU**  
**SERVICES**  
**ENGINEERING**  
1000 Cedar Place  
Naples, Florida, 34101  
(407) 960-0058

**WASTEWATER COLLECTION SYSTEM**

**ZEPHYR SHO**  
**PASCO COUNTY**

AS NOTED

EXHIBIT "B"



SCHEDULE

- 1. TAPPING SADDLE
- 2. MANHOLE
- 3. WATER SADDLE
- 4. WATER SADDLE
- 5. WATER SADDLE
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- 44. WATER SADDLE
- 45. WATER SADDLE

LEGEND

- MANHOLE
- SEWER LINE
- WATER LINE
- Y DOUBLE SANITARY SERVICE LATERAL : 6" P.C.
- I SINGLE SANITARY SERVICE LATERAL : 6" P.C.
- TEST WELL TO BE APPROVED

WATER & SEWER NOTES

1. THE PLAN IS A SUMMARY OF THE FINAL DESIGN OF THE WATER & SEWER SYSTEM AND DOES NOT REPRESENT THE FINAL DESIGN. THE FINAL DESIGN SHALL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

2. THE WATER MAINS SHALL BE 18" DIAMETER AND SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISHED GROUND SURFACE.

3. THE SEWER MAINS SHALL BE 18" DIAMETER AND SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISHED GROUND SURFACE.