

In re: Application for amendment
of Certificate No. 427-W to add
territory in Marion County by
Windstream Utilities Company.

Docket No. 960867-WU

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PREFILED DIRECT TESTIMONY

OF

GERALD C. HARTMAN, P.E.

On Behalf of Marion County, Florida
and

Joe Lettelleir/Barrett Family Partnership IV, Ltd. (JB Ranch)

- ACK _____ 34
- AFA _____ 35
- APP _____ 36
- CAF _____ 37
- CMU _____ 38
- CTR _____ 39
- EAG _____ 40
- LEG 1 41
- LIN 3 + orig 42
- OPC _____ 43
- RCH _____ 44
- SEC 1
- WAS 1
- OTH _____

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 96-0867-WU
MARION COUNTY, FLORIDA and
JB RANCH

In Re: Application for amendment of Certificate No.
427-W to add territory in Marion County by
Windstream Utilities Company.

PREFILED DIRECT TESTIMONY OF GERALD C. HARTMAN

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Gerald C. Hartman. My business address is
Hartman & Associates, Inc., 201 East Pine Street, Suite
1000, Orlando, Florida 32801.

Q. COULD YOU BRIEFLY DESCRIBE YOUR EDUCATIONAL
BACKGROUND AND YOUR PROFESSIONAL
QUALIFICATIONS RELATIVE TO THE WATER AND
WASTEWATER INDUSTRY?

A. I received my Bachelors of Science degree in Civil
Engineering from Duke University in 1975, and my Masters
of Science degree in Environmental Engineering in 1976
from Duke University. I have published over thirty papers
on water and wastewater utility systems and have been
involved in numerous technical training sessions and
seminars. I have co-authored one book and my second
book concerning water and wastewater systems is in
preparation. I am a registered professional engineer in the

1 states of Florida, Georgia, Maryland, North Carolina, South
2 Carolina, Alabama, Arizona, Mississippi, Pennsylvania,
3 Colorado and Virginia. I am a Diplomate of the American
4 Academy of Environmental Engineers. I also am a
5 member of and have served as an officer in numerous
6 organizations and associations operating in the
7 water/wastewater industry.

8 Q. PLEASE DESCRIBE YOUR PROFESSIONAL ENGINEERING
9 EXPERIENCE CONCERNING WATER AND WASTEWATER
10 UTILITIES.

11 A. I have been the engineer of record for over forty water and
12 wastewater master plans and numerous capital
13 improvement programs. I have been involved in over fifty
14 hydraulic model analyses of water and wastewater
15 systems. In addition, I have been involved in numerous
16 studies and investigations ranging from pilot programs to
17 value engineering investigations. I have performed
18 numerous water process evaluations from simple aeration
19 to reverse osmosis and wastewater process evaluations
20 from secondary treatment to advanced biological nutrient
21 removal systems.

22 I have also been involved in the design of over \$500
23 million of water and wastewater facilities in the State of
24 Florida. These designs range from small, single well
25 systems to large municipal and investor-owned systems.

1 I have been involved in over \$1 billion in publicly-owned
2 water and wastewater financing in Florida. Finally, I have
3 prepared used and useful analyses on over 200 water and
4 wastewater facilities for investor-owned utilities across
5 the state of Florida. A copy of my resume and
6 qualifications are attached to my comments as GCH-1.

7 Q. HAVE YOU TESTIFIED PREVIOUSLY AS AN EXPERT IN
8 THE AREA OF WATER AND WASTEWATER?

9 A. Yes. I have testified before this Commission as an expert
10 in the area of water and wastewater utility engineering in
11 a number of cases. I have also testified as an expert in
12 water and wastewater proceedings before county
13 regulatory authorities. I have been accepted by the Florida
14 DOAH and Florida courts as an expert in a variety of water
15 and wastewater utility cases for subject areas such as
16 water and wastewater facility design, valuation and service
17 areas.

18 Q. HAVE YOU PARTICIPATED IN FPSC CERTIFICATION OF
19 SERVICE AREAS?

20 A. Yes. Specifically, I testified in the East Central Florida
21 Services, Inc. case, and participated in certification of
22 Malabar Woods, Inc., South Hutchinson Services, Inc.,
23 Schroeder-Manatee Ranches, and many other
24 modifications, including both additions and deletions of
25 service areas.

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Q. WHAT IS THE PURPOSE OF YOUR COMMENTS?

A. To present expert opinion on behalf of Marion County with regard to the opposition of the requested Windstream Utilities, Inc. service area expansion.

Q. PLEASE SUMMARIZE THE EXISTING WINDSTREAM SERVICE AREA.

A. The present Windstream water only service areas are shown on GCH-2. The areas include Sun County Estates, Pigeon Park and Majestic Oaks. Marion Utilities, Inc. (another FPSC regulated utility) owns the Deer Creek water only system. Marion Landing is another area which is mature and in operation for both water and wastewater. Finally, the Wingspread Farms area has larger rural estate type lots.

Q. PLEASE SUMMARIZE THE COUNTY WATER AND WASTEWATER SERVICE AREA.

A. Marion County has established its water and wastewater service area via the (1) City of Ocala - Marion County Utility Service Area Agreement dated September 24, 1996; (2) Marion County Comprehensive Plan; (3) Marion County Water Resource Protection and Utilities Plan approved May 21, 1996; (4) Marion County/Barrett Family/Zacco Subregional Water and Wastewater Utilities Agreement dated November 5, 1996; and (5) the State Road 200 Subregional Water and Wastewater Master Plan

1 dated January, 1997. In addition, Mr. L. E. Dlouhy had
2 verbally agreed to the area conceptually in October, again
3 in November, and again in December of 1996. The
4 additional Windstream service area is depicted on GCH-3
5 which includes the Wingspread Farms area and three (3)
6 additional parcels constituting the eastern portion of
7 Section 16 and extending to the northeastern corner of
8 Section 21.

9 Q. WHAT WAS THE EXTENT OF THE AUGUST 8, 1996
10 APPLICATION TO ADD TERRITORY BY WINDSTREAM
11 UTILITIES COMPANY IN MARION COUNTY?

12 A. The extent of the August 8, 1996 initial application is
13 shown on GCH-4.

14 Q. DID WINDSTREAM UTILITIES COMPANY RECEIVE
15 OBJECTIONS TO THEIR APPLICATION?

16 A. Yes, they did. The largest single land owner in the area
17 objected with letters on August 13 and August 26, 1996.

18 Q. WHAT WAS THE SIGNIFICANCE OF JB RANCH
19 OBJECTING?

20 A. JB Ranch was the only active development in the area
21 desiring water and wastewater service. JB Ranch in July
22 agreed to service by Marion County and entered into the
23 final development agreement in November of 1996. JB
24 Ranch was the primary developer CIAC source Shari
25 Dlouhy was referring to in her October 9, 1996 response.

1 Windstream represented that JB Ranch was providing the
2 interconnections of the three fragmented small systems
3 which Windstream owns and represented a potential
4 customer base equal to all of the present three
5 Windstream service areas combined.

6 Q. DID WINDSTREAM HAVE ANY DEVELOPMENT
7 AGREEMENTS EXECUTED FOR THE REQUESTED AREA?

8 A. No. Ms. Shari Dlouhy so stated that fact as of the
9 October 9, 1996 response to Mr. Redemann, P.E.

10 Q. PLEASE CHARACTERIZE THE OCTOBER 9, 1996
11 RESPONSE WITH RESPECT TO WINDSTREAM'S
12 FINANCIAL CAPABILITY.

13 A. There was no proof that Windstream has the financial
14 capability for the expansion of service area. Windstream
15 even stated it was experiencing "some operating losses"
16 and that the capital needs would come from the customers
17 and the economy of scale.

18 Q. DIDN'T WINDSTREAM DELETE JB RANCH AND WHAT
19 EFFECT DID THAT ACTION HAVE?

20 A. Yes. JB Ranch was deleted. By doing so the application
21 materials, the responses to Mr. Redemann and the pre-
22 filed testimony by Butch Dlouhy are all in error
23 significantly. The financial capability must be seriously
24 questioned because there is no customer CIAC available
25 at this time. The Sun Country Estates system is having

1 piping failure problems and only has one well without a
2 system back-up or interconnection. Without the infusion
3 of JB Ranch capital and the very modest growth in the
4 area, the CIAC capital that was represented to fund the
5 improvements is not available. The representation by
6 Windstream that Sun County would have the same rates
7 and would be interconnected is now significantly more
8 expensive by their own deletion of JB Ranch. If
9 Windstream proposed to use the County system then the
10 condition of service was mutually negotiated by both
11 parties, included the full and complete withdrawal of this
12 service area application and the service area agreement
13 shown in my exhibits.

14 Q. DOES DROPPING JB RANCH IMPACT JB RANCH AND
15 MARION COUNTY?

16 A. Yes.

17 Q. HOW DOES IT IMPACT THESE ENTITIES?

18 A. The certification request directly impacts JB Ranch from
19 obtaining approximately \$140,000 in refundable advances
20 as soon as may otherwise occur. It adversely impacts the
21 economy of scale to be derived in this region by the
22 County and JB Ranch. It decreases the reliability of the
23 S.R. 200 looping program by removing the County facilities
24 from S.R. 200 and the Northern section of 60th Street. It
25 decreases the fire flow ability along S.R. 200 and 60th

1 Street. It decreases the ability to feed JB Ranch from both
2 the east and west side with a minimum of 12-inch or 16-
3 inch diameter transmission mains assuring fire flow, peak
4 hourly flows, lowering energy requirements, and
5 conserving water resources (removing the flushing
6 needs).

7 Q. DID WINDSTREAM UTILITIES COMPANY RESPOND TO
8 MR. RICHARD REDEMANN AS TO HIS AUGUST 8, 1996
9 LETTER?

10 A. Yes, they did on October 9, 1996.

11 Q. DID WINDSTREAM RESPONSES INCLUDE THE J. B.
12 RANCH/BARRETT FAMILY PROPERTY?

13 A. Yes, at that time they did, which is the single largest
14 portion of the application.

15 Q. BEFORE THIS TIME, DIDN'T THE J. B. RANCH REJECT
16 SERVICE FROM WINDSTREAM AND NEGOTIATE WITH
17 MARION COUNTY FOR SERVICE?

18 A. Yes, the largest portion of the applied for territory had not
19 only objected to the certification, refused service, but also
20 had substantially concluded negotiations with the County
21 which was known to Mr. L. E. Dlouhy, the husband of Mrs.
22 Shari Dlouhy.

23 Q. DID WINDSTREAM UTILITIES COMPANY, IN MR. L. E.
24 (BUTCH) DLOUHY, APPEAR IN FRONT OF THE MARION
25 COUNTY BOARD OF COUNTY COMMISSIONERS AND

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REQUEST THE ABILITY TO SERVE THE COUNTY "BULK"
WATER SERVICE TO THE COUNTY SERVICE AREA?

A. Yes, in July, November and December, 1996. In addition, the County Commission provided an option to their ongoing facilities program to investigate obtaining bulk service from Windstream by deleting one of the planned wells and extending a pipeline to Windstream. This investigation was accomplished and presented to the BOCC on November 12, 1996. That presentation is shown on GCH-5. Mr. Dlouhy offered "bulk" service at 50% of the retail rate (See the facsimile signed by Mr. Dlouhy attached as GCH-5). Based upon those representations and written communications, the BOCC instructed staff to prepare an agreement. That final agreement was prepared for Windstream following a meeting at which Mr. Dlouhy on behalf of Windstream agreed to all points on December 4, 1996, and such was transmitted to Windstream on December 6, 1996. Mr. Dlouhy on behalf of Windstream stated that executed copies would be delivered to the County by December 11 for the December 17, 1996 BOCC meeting (see GCH-6). Such agreement was not executed or delivered by Windstream to the County.

Q. WHAT DID THE BOCC OF MARION COUNTY DO THEN?

A. After the BOCC discovered that Mr. Dlouhy's previous assurances regarding the County service area were false

1 and the agreement was not forthcoming, then the BOCC
2 authorized legal counsel, experts and staff to intervene in
3 the present matter. But for Mr. Dlouhy's prior statements
4 and representations, Marion County would have
5 intervened at a much earlier date.

6 Q. HAS WINDSTREAM SIGNIFICANTLY MODIFIED ITS
7 APPLICATION?

8 A. Yes. Windstream has significantly modified its application
9 by deleting the territory of J. B. Ranch, which was the
10 single largest development in the proposed area.

11 Q. WHAT AREAS ARE NOW BEING REQUESTED BY
12 WINDSTREAM?

13 A. Those areas shown in GCH-7.

14 Q. WHAT AREAS ARE THE COUNTY OBJECTING TO IN THIS
15 APPLICATION?

16 A. Those areas with the hatching, as shown on GCH-8;
17 generally those County service area parcels on State Road
18 200 and the new County Roadway Improvement Program
19 along 60th Street.

20 Q. WHY IS THE COUNTY OBJECTING TO THIS SERVICE
21 AREA AS SHOWN ON GCH-8?

22 A. The County is objecting because these areas were:

- 23 (1) Planned to be served by the County's proposed
24 subregional water facilities located near 60th Street
25 and extending north-south on 60th Street ultimately

1 from State Road 200 to 103rd Avenue.

2 (2) Concurrently, the County is also providing central
3 wastewater service with reclaimed water reuse in
4 the service area. This area has a known Karst
5 Geology and is susceptible to groundwater
6 pollution from septic tanks or other sources. By
7 providing both water and wastewater service, the
8 water resources are not only better protected from
9 pollution but also are conserved through the
10 beneficial reuse of reclaimed water.

11 (3) The County's water rates are lower than
12 Windstream's and are not-for-profit benefiting the
13 potential customers.

14 (4) The County's system which has been planned,
15 preliminary designed, financially planned, banking
16 proposal accepted by the BOCC, the subject of an
17 executed contract between developers and the
18 County, and for which permits are applied for to the
19 applicable State agencies and include facilities
20 providing fire protection, auxiliary power and has
21 the transmission system to convey the required
22 commercial fire flow quantities to customers in the
23 area. Not only are the monthly customer rates less,
24 but also the level of service will be greater than
25 Windstream's capabilities.

1 (5) The areas which Windstream has applied for, if
2 granted to them, would reduce the County's
3 economy of scale.

4 Q. DOES MARION COUNTY HAVE THE ABILITY TO PROVIDE
5 SERVICE?

6 A. Yes, these areas are in Marion County, the County's
7 service area and Marion County has been providing both
8 water and wastewater service since 1993.

9 Q. COMPARE THE TYPICAL CONSUMPTIONS BETWEEN
10 WINDSTREAM AND THE COUNTY CUSTOMERS?

11 A. In this area, an annual average of a Windstream customer
12 is over 14,000 gal/mo approximating 15,000 gal/mo. The
13 typical County customer uses between 6,000 gal and 7,000
14 gal/mo.

15 Q. WHY IS THIS?

16 A. Windstream's typical customer has a higher irrigation
17 demand than the typical County customer, Windstream
18 does not have a wastewater bill, and Windstream does not
19 have either a water conservation program or water
20 conservation rate or reclaimed water availability.

21 Q. COMPARE A TYPICAL CUSTOMER BILL AT 15,000
22 GALLONS AND AT 6,000 GALLONS OF WATER SERVICE.

23 A. Windstream's 5/8 X 3/4 inch residential rates are \$8.99/mo
24 minimum and \$1.38/1000 gallons. Marion County's water
25 rates are \$8.62/mo and \$0.97/1000 for the first 6,000

1 gallons and \$1.46/1000 thereafter. At 6,000 gallons the
2 comparison is Windstream \$17.27/mo versus Marion
3 County \$14.44/mo. At 15,000 gallons the comparison is
4 Windstream \$29.69/mo versus Marion County \$27.58/mo.

5 Q. ARE BOTH WATER AND WASTEWATER SERVICES
6 NEEDED IN THIS AREA?

7 A. Yes. The commercial development planned for the S.R.
8 200 corridor and the growth expected on 60th Street both
9 need sewer service.

10 Q. DOES WINDSTREAM PROVIDE SEWER SERVICE?

11 A. No. In contrast the County does.

12 Q. HAS MARION COUNTY FOUND THAT FRAGMENTED
13 SMALL PACKAGE WASTEWATER PLANTS HAVE AN
14 ADVERSE IMPACT TO THE COUNTY IN THE MAY 21, 1996
15 PLAN DOCUMENT?

16 A. Yes.

17 Q. HAS THE COMMISSION CONSIDERED THE NEED AND
18 THE EXISTENCE OF NEIGHBORING UTILITIES IN SERVICE
19 AREA CERTIFICATION MATTERS?

20 A. Yes, and in this case the immediate need is being serviced
21 by Marion County and the future need involves both water
22 and wastewater service which only Marion County
23 provides.

24 Q. DOES THE MARION COUNTY LAND DEVELOPMENT CODE
25 REQUIRE CENTRAL WATER AND WASTEWATER

- 1 SERVICE IN URBAN AREAS WITH MORE THAN FIFTEEN
2 (15) UNITS?
- 3 A. Yes.
- 4 Q. ARE THE DEVELOPMENTS PLANNED IN THE AREA OR
5 COULD BE PLANNED IN THE PARCEL AREAS GREATER
6 THAN FIFTEEN UNITS?
- 7 A. Yes.
- 8 Q. THEN TO COMPLY WITH THE LAND DEVELOPMENT
9 CODE BOTH WATER AND SEWER SERVICES ARE
10 NEEDED ALONG S.R. 200 AND 60TH STREET?
- 11 A. Yes.
- 12 Q. DOES SUN COUNTY ESTATES MEET CURRENT COUNTY
13 UTILITY STANDARDS OR FDEP RULES WHEN MORE
14 THAN 100 CONNECTIONS OCCUR?
- 15 A. No. There is a current need to provide a back-up well or a
16 major system interconnection, auxiliary power and
17 significant water transmission main improvements before
18 service outside of Sun County Estates could occur.
- 19 Q. SO, THE AREAS NEXT TO SUN COUNTRY ESTATES
20 COULDN'T BE SERVED WATER WITHOUT SIGNIFICANT
21 UPGRADES AND IMPROVEMENTS?
- 22 A. Yes.
- 23 Q. WOULD THE COUNTY SYSTEM HAVE CAPACITY AND
24 AUXILIARY POWER AND FIRE FLOW TRANSMISSION
25 FACILITIES?

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A. Yes.

Q. DOES WINDSTREAM UTILITIES HAVE THE WATER TRANSMISSION SYSTEM TO PROVIDE COMMERCIAL FIRE FLOWS IN THE NORTHERN 60TH STREET AND S.R. 200 AREA?

A. No. There exists one 8-inch water transmission main which interconnects Pigeon Park to the supply from Majestic Oaks. That line does not have adequate capacity to provide commercial fire flow service.

Q. HAS WINDSTREAM ATTEMPTED TO SELL ITS UTILITIES?

A. Yes. Windstream is pursuing the possibility of selling its facilities near C.R. 475 to the City of Ocala.

Q. WHAT DO YOU KNOW OF THIS ACTIVITY?

A. The City of Ocala's investigation found that the C.R. 475 facilities are within the City's utility service area, of both substandard construction and line size and that the amount desired by Windstream in the sale is in excess of the amount which would be reasonable. The City was in the process of determining what they believed a reasonable amount was.

Q. DID WINDSTREAM OFFER TO SELL ITS THREE SERVICE AREAS AND TWO PLANTS IN THE COUNTY AREAS OF S.R. 200 AND 60TH STREET.

A. Yes. On November 8, 1996 in the amount of \$1,500,000 payable as \$300,000 down and \$13,172/mo for ten (10)

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years.

Q. "THE BULK WATER AGREEMENT" REFERRED TO BY WINDSTREAM ON NOVEMBER 8, 1996, WAS THAT THE SAME TERMS AND CONDITIONS AGREED TO IN THE SUBSEQUENT BOCC MEETING?

A. Yes.

Q. DID WINDSTREAM PREFER THE "BULK DEAL" OVER THE \$1,500,000 OFFER FOR SALE AT THIS TIME?

A. Yes, because as the County's utility consultant we did not believe the value of the Windstream facilities were even close to the offer amount and could not recommend purchase.

Q. IN THE "BULK DEAL," WHO SERVED THE RETAIL CUSTOMERS IN THE S.R. 200 AND 60TH STREET CORRIDORS DISPUTED HEREIN?

A. Marion County.

Q. THEREFORE, DID MR. L.E. DLOUHY AGREE THAT MARION COUNTY WOULD SERVE THE S.R. 200 AND 60TH STREET CORRIDORS IN THE "BULK DEAL"?

A. Yes, in faxes, verbally on numerous occasions and in presentations to the BOCC made by himself and others which he attended.

Q. CAN MARION COUNTY SERVE ALL OF THE S.R. 200 AND 60TH STREET AREA WITHOUT ANY SERVICE FROM WINDSTREAM?

1 A. Yes.
2 Q. DID IT PREVIOUSLY PLAN ON DOING SO?
3 A. Yes.
4 Q. IS THE COUNTY CONTRACTUALLY COMMITTED TO
5 SERVING JB RANCH AND IS THE COUNTY IN THE
6 PROCESS OF DOING SO?
7 A. Yes.
8 Q. MR. HARTMAN DID YOU PREPARE AND PRESENT TO
9 THE BOCC THE NOVEMBER 12, 1996 PRELIMINARY
10 EVALUATIONS OF WATER PROGRAMS FOR THE JB
11 RANCH/CHERRYWOOD AREA?
12 A. Yes. In an effort to work cooperatively with Windstream
13 the BOCC asked me to see if some accommodation of
14 Windstream could occur. The document attached as GCH-
15 5 is a summary of that effort.
16 Q. DOES THE WINDSTREAM APPLICATION COMPLY WITH
17 THE COUNTY COMPREHENSIVE PLAN?
18 A. No, for the following reasons:
19 (1) the County was planned to provide both central
20 water and wastewater facilities;
21 (2) the Windstream application does not provide sewer
22 service which fragments and creates less efficient
23 wastewater facilities of lower reliability and lower
24 levels of environmental protection.
25 Q. WHICH SERVICE COSTS MORE TO THE CUSTOMER IN

1 THIS AREA, WATER OR WASTEWATER?

2 A. Wastewater is the most costly service and such service is
3 made less efficient and effective when only water service
4 is provided.

5 Q. HAVE YOU REVIEWED MS. TERRY MANNING'S PREFILED
6 TESTIMONY AND FOR THE SAKE OF BREVITY DO YOU
7 CONCUR WITH HER FINDINGS WITH RESPECT TO THE
8 COUNTY'S COMPREHENSIVE PLAN?

9 A. Yes.

10 Q. HAVE YOU READ MR. REDEMANN'S THREE (3) PAGE
11 LETTER TO WINDSTREAM DATED NOVEMBER 27, 1996?

12 A. Yes. He stated the deficiency response of October 9, 1996,
13 was still deficient in seven (7) major areas. He requested
14 the information to be provided by 12/30/96 which as of
15 1/7/97 had not occurred based upon the review of this
16 case file.

17 Q. WHAT AREAS WERE MENTIONED?

- 18 A. Windstream's lack of demonstration that the:
- 19 (1) financial and technical ability to provide service due
 - 20 to reported losses,
 - 21 (2) need for service in the area was not adequate,
 - 22 (3) utility owns the land upon which the utility
 - 23 treatment facilities are located,
 - 24 (4) capacity is available to meet the demand,
 - 25 (5) permit information,

1 (6) Sun Country Estates system would be
2 interconnected with Majestic Oaks and when.

3 Q. PLEASE COMMENT UPON THE ABOVE.

4 A. My comments are that:

5 (1) I am awaiting the proof that Windstream is
6 financially and technically able to serve the area.

7 (2) I do not know of the "water only" service need in the
8 areas requested.

9 (3) I am awaiting the land ownership information.

10 (4) The representations with respect to capacity appear
11 very misleading. Previously, Ms. Shari Diouhy
12 stated the capacity was 580,000 gpd. The Majestic
13 Oaks WTP reported capacity was 620 gpm. The
14 corresponding peak hourly capacity is 892,800 gpd
15 which with a peak to maximum day factor of 2
16 corresponds to a maximum day capacity of 446,400
17 gpd which with a maximum day to average day
18 factor of 2 corresponds to an annual average
19 capacity of 223,200 gpd not 580,000 gpd. The report
20 used by Ms. Diouhy of 185,000 gpd appears to be
21 the average annual demand of the Majestic Oaks
22 and Pigeon Park system, though not specified by
23 her. 40,000 gpd may be adequate for another 80 to
24 100 units at the 14,000 to 15,000 gallons per month
25 use in Majestic Oaks. Within Majestic Oaks alone

1 (the current FPSC area) another approximately 150
2 units are to be added in the last phase (L. Diouhy
3 11/8/96) which would exceed the present capacity.
4 Furthermore, lines are in for some 750 units which
5 at 14,000 gallons per month correspond to some
6 340,000 gpd average annual need (without the last
7 150 unit phase) versus an annual average capacity
8 of less than 250,000 gpd. In other words,
9 Windstream presently does not have the facilities to
10 meet the current service area build-out demands
11 and the FDEP water supply redundancy
12 requirements.

13 (5) I am awaiting the response of how, when, etc., Sun
14 Country will be interconnected by Windstream.

15 Q. HAVE YOU REVIEWED THE PREFILED DIRECT
16 TESTIMONY OF BUTCH DLOUHY OF 12/9/96?

17 A. Yes.

18 Q. PLEASE STATE YOUR COMMENTS.

19 A. On page 2, line 1, Mr. Diouhy sponsors and reaffirms the
20 application without comment. This is over one month
21 following the final execution of the Marion County/JB
22 Ranch service contract, after JB Ranch objected twice to
23 this application, and after he had agreed to Marion County
24 providing retail service in this area. Exhibit "A" to the
25 application reflects the need to be based upon JB Ranch

1 need. A July exploratory letter from JB Ranch is used for
2 the support of the need. No other support is given. JB
3 Ranch not only is a County customer but also just nine (9)
4 days later JB Ranch area is deleted by Windstream. There
5 effectively is no need represented at this time. Part II C is
6 simply not correct and does not reflect the County's
7 Comprehensive Plan, as Ms. Terry Manning has testified.
8 Part III A (2) has not been provided. Part III A (3) Exhibit
9 "B" reflects a FDEP permit for only one well at 500 gpm.
10 The CUP only allocates 280,000 gpd annual average and
11 580,000 gpd maximum day of water resources. With a 10%
12 water loss the average annual capacity is only 252,000 gpd
13 not 580,000 gpd. The financial and technical information
14 Part IV (A), (B) and (D) are not provided. Part V is flawed
15 due to the territory change, making the territory
16 description and mapping invalid. No system maps were
17 provided. The newspaper notice was published in a
18 weekly newspaper, the "Voice of South Marion" which
19 does not have the most general circulation in the area. In
20 addition the notice is now incorrect due to change in the
21 service territory. The publication appeared once on
22 August 1, 1996. The Exhibit BD-3 is incorrect in reflecting
23 existing and proposed water mains which neither exist
24 (water main on JB Ranch) nor are proposed (configuration
25 of mains on JB Ranch) at the time of his testimony.

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Q. ANY OTHER COMMENTS?

A. Yes. The question was asked of Mr. Diouhy in his 12/9/96 direct testimony if Windstream's extension of service is in competition with or a duplication of any other water system or portion of a water system. His reply was "No," and anyone other than Windstream would be in competition with Windstream. Mr. Diouhy was aware of the 1993 County Water Master Plan, the May 1996 Plan, the November 5, 1996 agreement and the County's facilities program prior to his 12/9/96 testimony. Obviously, this request by Windstream is in competition with Marion County. Marion County offers both water and sewer service and water service at lower rates than Windstream with a higher level of service.

Q. DOES THIS CONCLUDE YOUR PREFILED DIRECT TESTIMONY?

A. Yes, it does.

-COPY JOURNAL- DATE DEC-06-1996 TIME 15:25 P. 81

MODE = MEMORY TRANSMISSION START=DEC-06 13:06 END=DEC-06 13:25
 FILE NO. = 168
 NO. COPIES ABBR/NTWK STATION NAME/ TELEPHONE NO. PAGES PRG. NO. PROGRAM NAME
 001 OK 8 91336300000 030/030

-GRAY HARRIS ROBINSON PA -

407 244 5690-

Gray, Harris, & Robinson

201 E. Pine St. Suite 1200
 Orlando, FL 32802
 407-843-8880
 Fax: 407-244-3690

FAX TRANSMISSION COVER SHEET

Date: December 6, 1996
 To: L. E. (Buck) Dinsley
 Fax: 352/620-8688 (fax)
 Re: Re-draft of Water Supply Agreement
 Sender: Thomas A. Cloud

YOU SHOULD RECEIVE 30 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 407-843-8880.

MESSAGE: Attached is redrafted Water Supply Agreement. We will send originals to you via Federal Express for Monday delivery.

GCH-6

PAGE 1 of 26

THIS FACSIMILE MESSAGE CONTAINS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS PROHIBITED. IF THIS COMMUNICATION WAS RECEIVED IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA THE U.S. POSTAL SERVICE. THANK YOU.

GRAY, HARRIS & ROBINSON

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

SUITE 1200
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POST OFFICE BOX 2088
ORLANDO, FL 32802-3088

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MICHAEL E. NEVILLAN
DONALD A. MOYER
WILLIAM F. MOYER
WILLIAM S. BOLTON, III
R. LEE BENNETT

December 6, 1996

Via Overnight Mail
L.E. Dlouhy, President
Windstream Utilities
3002 N.W. 10th Street
Ocala, FL 34475

Re: Re-draft of Water Supply Agreement

Dear Butch:

Pursuant to our negotiations yesterday, December 4, 1996, I am enclosing four (4) originals of the above-referenced agreement for your execution. By copy of this letter, I am also sending copies to Joe Lettelleir and Johnnie Zacco for their concurrent review and approval. I have enclosed the changed pages from our meeting. Please get me the executed originals back as soon as possible so that I can obtain the other signatures and we can then submit this proposal to the Board of County Commissioners on December 17, 1996.

Call me if you have any questions.

Sincerely yours,



Thomas A. Cloud, Esquire

GRAY, HARRIS & ROBINSON, P.A.

cc: Joseph T. Lettelleir (w/enclosure)
Johnnie Zacco (w/enclosure)
Gerald C. Hartman, P.E. (w/enclosure)
Robert Titherington (w/enclosure)
Ed Smith
Board of County Commissioners

GCH-6

PAGE 2 of 25

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esq.
GRAY HARRIS & ROBINSON, P.A.
201 East Pine Street, Suite 1200
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

**MARION COUNTY/WINDSTREAM UTILITIES, INC.
WHOLESALE WATER SUPPLY AGREEMENT
CONTRACT NO. 96-**

This Agreement is made and entered into this the _____ day of _____, 1996, by and between WINDSTREAM UTILITIES, INC., a Florida corporation, whose principal place of business is 3002 N.W. 10th Street, Ocala, Florida 34475, (hereinafter "UTILITY"), MARION COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), BARRETT FAMILY PARTNERSHIP IV, LTD., a Florida limited partnership (hereinafter "FIRST DEVELOPER"), and CHERRY DEVELOPERS, INC., a Florida corporation (hereinafter "SECOND DEVELOPER").

RECITALS

1. The COUNTY, by virtue of legislative authority, is authorized and empowered to furnish water and wastewater service to individuals and corporations in the unincorporated areas throughout

Marion County, Florida, and pursuant to such authority presently furnishes such services to customers within Marion County, Florida.

2. The COUNTY has executed a subregional water and wastewater facilities agreement with the FIRST DEVELOPER and SECOND DEVELOPER (hereinafter "Subregional Agreement") to provide retail water and wastewater service to the owners of properties described in Exhibit "A" attached to and incorporated in this Agreement.

3. The UTILITY presently provides water service to an area of real property located in Marion County, Florida, which is described in Exhibit "B" attached to and incorporated in this Agreement.

4. The COUNTY adopted the Marion County Water Resource Protection and Water/Wastewater Utilities Plan (the "County Water Plan") pursuant to applicable law on May 21, 1996.

5. Among other things, the County Water Plan contemplates the eventual interconnection of and provision of future potable water service and fire flow services to certain privately-owned utilities like the UTILITY by the COUNTY through a centralized water supply network.

6. On November 11, 1996, Windstream offered to provide bulk water service (both domestic and fire flow) at fifty percent (50%) of its usage rate per 1000 gallons (which would currently equal 69 cents per 1000 gallons) with no other charges to be applied to the COUNTY.

7. Based upon representations from the UTILITY and a Preliminary Evaluation of Water Programs for JB Ranches/Cherrywood Area, presented to the Board of County Commissioners on November 12, 1996, the COUNTY authorized its legal and engineering utility consultants to negotiate a wholesale water service agreement subject to certain terms and conditions.

8. The COUNTY and the UTILITY covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

ACCORDINGLY, in consideration of the above-stated Recitals and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PROVISION OF WHOLESALE POTABLE WATER SERVICE. The UTILITY agrees to sell and the COUNTY agrees to buy potable water for domestic and fire flow purposes (hereafter "Water Service") for resale by the COUNTY within the COUNTY's service area as depicted on the map attached to and incorporated into this Agreement as Exhibit "C." Nothing contained in this Agreement shall be construed to hinder, prevent, or limit the COUNTY from obtaining other sources of Water Service for the COUNTY's service area; provided, however, that any other bulk providers that interconnect to the COUNTY's water system within the area depicted on Exhibit "C" must simulate the COUNTY's pressure sets, as set forth in Exhibit "E," attached hereto and incorporated herein by reference. The UTILITY shall continue to serve within its existing water service area only as depicted on the map attached as Exhibit "C" hereto. The UTILITY shall provide Wholesale Water Service subject to the following conditions:

(1) The UTILITY shall produce and deliver Water Service,

(2) The UTILITY shall provide all types of services, that is, both domestic and fire flow services to the extent of its ability to do so,

(3) The UTILITY agrees that the COUNTY may purchase water in whatever quantity or volume needed by the COUNTY and the UTILITY shall sell and provide said water at a rate of 50% of the UTILITY's usage charge as set from time to time by the Florida Public Service Commission (hereafter "FPSC"). The current rate per 1000 gallons consumed is \$1.38 (the initial gallonage rate will equal 69 cents per 1000 gallons).

(4) No other charges whatsoever will be levied, set, charged or paid for by the COUNTY, including but not limited to no monthly meter charges, no base monthly charges, no guaranteed revenue charges, no hook up fees, no connection fees, and no other charges of any nature whatsoever other than as set forth above,

(5) The COUNTY shall construct all necessary infrastructure in order to receive Water Service from the UTILITY as its expense outside of the UTILITY's FPSC certificated area as generally depicted on the map attached to and incorporated in this Agreement as Exhibit "D", and the COUNTY shall own, operate and maintain all such facilities,

(6) The UTILITY shall at its initial expense construct those facilities generally described on Exhibit "D"

including meter numbers 1 and 2 at its expense and the UTILITY shall own, operate, and maintain such facilities,

(7) Upon installation by FIRST DEVELOPER of the future eight-inch (8") line depicted on Exhibit "D," the COUNTY shall, within a reasonable time, own, install, operate and maintain meter numbers 3 and 4 as depicted on Exhibit "D" hereof,

(8) Pressure sets shall be as set forth in Exhibit "E" attached to and incorporated in this Agreement,

(9) The UTILITY shall be responsible for obtaining any necessary approvals from the FPSC and COUNTY agrees to assist UTILITY in obtaining such approvals. The UTILITY shall pay for the construction of those two portions of water mains so described and depicted on Exhibit "D" hereof, and

(10) The UTILITY shall be entitled to payment from the COUNTY of a refundable advance in a total amount of TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00) at the rate of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per ERC (or a total of 65 ERC's) to be paid out of receipt by the COUNTY of Water Capital Charges following and after the full and complete satisfaction of the \$124,000 refundable advance to be paid to the FIRST DEVELOPER and SECOND DEVELOPER pursuant to the Subregional Agreement. In other words, the COUNTY's obligation to pay a portion of Water Capital Charges received to the UTILITY as outlined above shall not arise until after the COUNTY has sold three hundred and ten (310) ERC's in excess of the seven hundred ninety-five (795) ERC's allocated to the FIRST and SECOND DEVELOPER pursuant to the Subregional agreement. The UTILITY's right to receive refundable advances shall extend for the same time period as that accorded the FIRST DEVELOPER and SECOND DEVELOPER in the Subregional Agreement, and shall terminate upon the payment of the \$26,000.00 or end of the time period, whichever first occurs. This refundable advance is being paid in recognition of the UTILITY's capital contributions as outlined above.

SECTION 3. METERING. The UTILITY and the COUNTY shall install and own four (4) meters at the meter interconnection points as depicted on Exhibit "D" hereof. The metering equipment shall be a standard make and type, installed at a readily accessible location, and shall record flow with an error not to exceed plus or minus 2% of the full scale reading, suitable for billing purposes. The COUNTY shall be responsible for the operation, maintenance and replacement of the meters. The UTILITY shall read the meters for billing purposes. The COUNTY or UTILITY may at their separate expense, check the accuracy of any meters at any time at their respective expense. The inspecting party shall also be responsible for sealing or resealing the meter inspected by it, and shall

provide at least three (3) days advance written notice to the other party prior to any inspection. If the meter is found to be in error exceeding 2% of true accuracy, it shall be recalibrated to the satisfaction of the parties. If such error of more than 2% is discovered, bills for one-half of the preceding period since the last meter check shall be adjusted to reflect the quantity of over read or under read exceeding 2%. In calculating such billing adjustments, it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed 12 months, the 12 months to be the last 12 months prior to the date of the written notice of the inaccuracy. The volume used in the billing calculation shall be adjusted as described herein.

SECTION 4. PAYMENT OF BILLS. The UTILITY agrees to bill the COUNTY on a monthly basis. The COUNTY agrees to pay for all water received from the UTILITY and agrees to make payments to the UTILITY within 30 days from the date it receives any such bill from the UTILITY. A past due notice will be mailed to the COUNTY after 30 days; if payment has not been received after 60 days from the original bill, service may be disconnected.

SECTION 5. STATUS OF CUSTOMERS. Upon connection to the COUNTY's system of any customers which utilize any purchase or sale of water service, these customers shall be and remain retail customers of the COUNTY and shall pay the COUNTY's rates, charges and deposits for water service.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective successors, heirs and assigns.

SECTION 7. ASSIGNMENTS. The COUNTY and the UTILITY shall both have the right to independently assign or transfer all or any part of this Agreement, and the rights, duties and obligations hereunder to any properly authorized commission, authority, or other public agency empowered by law and financially able to effect the purposes of this Agreement, which must assume, and thereafter be exclusively responsible for the performance of the terms of this Agreement to be performed by the COUNTY or UTILITY. This Agreement is binding upon and shall inure to the parties and to their respective successors, heirs and assigns, and runs with land,

facilities, and other assets of the UTILITY's water system and the COUNTY's water system.

SECTION 8. SERVICE STANDARDS. Each of the parties hereto agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of water service to the public. Under any interconnection accomplished hereunder, however, the provider does not guarantee any special service, pressure, quality, capacity, availability or other facility other than what is required to fulfill the provider's duty of reasonable care to those to whom it provides water service.

SECTION 9. SPECIFIC PERFORMANCE. The parties hereto agree and acknowledge that this Agreement constitutes an asset to both parties which runs with the land upon which the UTILITY's water system and the COUNTY's water system and all assets thereto appertaining are located and which cannot be severed therefrom. The COUNTY and the UTILITY shall have the right in addition to any other legal and equitable remedies to specifically enforce this Agreement, as well as the right to any taking or acquisition proceeding which could cause the severance referred to herein.

SECTION 10. NOTICE; PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY:	Marion County 601 S.E. 25th Avenue Ocala, FL 34471-2690 Attention: County Administrator
with a copy to:	Thomas A. Cloud, Esq. Gray, Harris & Robinson, P.A. 201 East Pine Street, Suite 1200 Orlando, Florida 32801
UTILITY:	Windstream Utilities, Inc. 3002 N.W. 10th Street Ocala, Florida 34475 Attention: L. E. Dlouhy, President
FIRST DEVELOPER:	Joseph Lettelleir 300 S. Duncan Avenue, Suite 296 Clearwater, Florida 34615
SECOND DEVELOPER:	Johnnie Zacco 10453 S.W. 62nd Court Ocala, Florida 34476

GCH-6

SECTION 11. RECORDATION. This Agreement shall be recorded by the COUNTY at its expense in the Public Records of Marion County, Florida.

SECTION 12. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 13. DISCLAIMER OF SECURITY. Notwithstanding any other provisions of this Agreement, the UTILITY and the COUNTY expressly acknowledge: (1) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (2) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notices of the other, whether currently outstanding or hereafter issued.

SECTION 14. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 15. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 16. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the COUNTY formally executes this Agreement, and shall continue in full force and effect for a period of thirty (30) years, and thereafter shall automatically be extended for succeeding periods of ten (10) years each, except that this Agreement may be terminated upon the end date of either the thirty (30) year period or any succeeding ten (10) year period by either party by delivery at least one (1) year prior to said end date of written notice of termination to the other party.

SECTION 17. NOTICE; DEFAULT. Each of the parties hereto shall give the other party(ies) written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 18. CONDITIONS SUBSEQUENT TO EFFECTIVENESS OF THIS AGREEMENT. This Agreement shall terminate at the option of the COUNTY in the event any one or all of the following three events do not take place by the dates set forth hereinbelow:

(1) The withdrawal of that application to amend Certificate No. 427-W to add territory in Marion County, Florida,

filed by Windstream Utilities Company (Commission Docket No. 960867-WU) on or before January 31, 1997,

(2) Approval of this Agreement by the FPSC on or before January 31, 1997. For purposes of this provision, either of the following events shall constitute approval: (a) a written determination by the FPSC staff that approval of this Agreement can be done administratively without commission approval, coupled with a verbal FPSC staff recommendation for approval; or (b) an FPSC staff recommendation in writing that the FPSC approves this Agreement, and/or

(3) An easement for a water pipeline is obtained at no cost to the COUNTY west from the Windstream WTP to the east boundary of Section 17 where the COUNTY's twelve inch (12") diameter pipeline turns south on or before January 31, 1997.

SECTION 19. AMENDMENTS. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendments.

SECTION 20. ENTIRE AGREEMENT. EFFECT OF AGREEMENT. This instrument constitutes the entire agreement between the COUNTY and the UTILITY and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. This Agreement has the effect of modifying certain portions of the Water Facilities called for under the Subregional Agreement. The FIRST DEVELOPER and SECOND DEVELOPER hereby agree with these changes so long as the changes do not increase the cost of or delay the time for providing Water Service Capacity pursuant to the Subregional Agreement. All parties agree that Exhibit "B" of the Subregional Agreement is amended by substituting page 4 of Exhibit "A" of this Agreement for said Exhibit "B" in the recorded Subregional Agreement, which change shall survive termination of this Agreement. Except as expressly amended by the preceding sentence, the Subregional Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

WITNESSETH:

x _____
Name: _____

x _____
Name: _____

WINDSTREAM UTILITIES, INC.

BY: _____
L.E. Dlouhy, President

DATE: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this day of _____, 1996, by _____, as President of WINDSTREAM UTILITIES, INC., a Florida corporation, on behalf of the corporation.

Signature of Notary Public

(Print Notary Name

My Commission Expires: _____

Commission No.: _____

- Personally known, or
 - Produced Identification
- Type of Identification Produced

AFFIX NOTARY STAMP

MARION COUNTY, FLORIDA

BY: _____

County Chairman

DATE: _____

STATE OF FLORIDA
COUNTY OF MARION

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by _____, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this _____ day of _____, 1996.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1996..

Signature of Notary Public

(Print Notary Name

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM.

_____, 1996

Thomas A. Cloud, Utility Counsel

WITNESSETH:

FIRST DEVELOPER
BARRETT FAMILY PARTNERSHIP, IV,
LTD.

x _____

Name: _____

x _____

Name: _____

BY: _____
Joseph T. Lettelleir
Attorney in Fact

DATE: _____
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____
day of _____, 1996, by JOSEPH T. LETTELLEIR, as Attorney in
Fact of Barrett Family Partnership IV, Ltd., a Florida limited
partnership, on behalf of the partnership.

Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)
My commission expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced

SECOND DEVELOPER
CHERRY DEVELOPERS, INC.

WITNESSETH:

x _____

Name: _____

x _____

Name: _____

BY: _____
Christopher B. Zacco

Its: President

DATE: _____
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by CHRISTOPHER B. ZACCO, as President of Cherry Developers, Inc., a Florida corporation, on behalf of the corporation.

Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)
My commission expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____

F:\DBR\LOTTMAN\48200-1\WIND-ADM.DFT

EXHIBIT "A"

PARCEL NO. 1:

The North one-half of the North one-half of Section 19, Township 16 South, Range 21 East, Marion County, Florida, lying South and East of State Road No. 200, LESS AND EXCEPT the following:

The South 550.46 feet and the West 900 feet, as measured at right angles to said State Road 200.

TOGETHER WITH

The North one-half of Section 20, Township 16 South, Range 21 East, Marion County, Florida, less and except the following:

The Southwest one-quarter of the Northeast one-quarter, the South 25.00 feet thereof, the West 25.00 feet of the Southwest one-quarter of the Northwest one-quarter of Section 20; and the South 25.00 feet of the West 25.00 feet of the Northwest one-quarter of the Northwest one-quarter.

TOGETHER WITH

The South one-half of the Southeast one-quarter and the South one-half of the Southeast one-quarter of the Southwest one-quarter of Section 17, Township 16 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 20, Township 16 South, Range 21 East, Marion County, Florida; thence South 89°47'15" East along the North Line of said Section 20, a distance of 1,320.85 feet; thence North 00°18'06" East, a distance of 665.08 feet; thence South 89°46'27" East, a distance of 1,321.51 feet; thence North 00°22'20" East, a distance of 665.83 feet; thence North 89°49'28" East, a distance of 2,653.06 feet to the East Line of said Section 17; thence South 00°16'30" West along the East Line of said Section 17, a distance of 1,321.23 feet to the Northeast Corner of said Section 20; thence South 00°22'34" West along the East Line of Section 20 a distance of 2,629.90 feet; thence South 89°57'05" West, a distance of 1,323.51 feet; thence North 00°17'21" East, a distance of 1,298.32 feet; thence South 89°46'24" West, a distance of 1,325.58 feet; thence South 00°12'11" West, a distance of 1,294.19 feet; thence South 89°56'30" West, a distance of 2,619.19 feet; thence North

GCH-6

00°15'54" East, a distance of 1,326.07 feet; thence North 89°50'25" West, a distance of 25.01 feet to the West Line of said Section 20; thence North 00°15'00" East along the West Line of said Section 20, a distance of 525.46 feet; thence North 89°50'25" West, a distance of 2,274.44 feet; thence North 41°43'06" East, a distance of 1,029.43 feet to the North Line of said Section 19; thence East along the North Line of said Section 19, a distance of 1,592.75 feet to the Northwest Corner of said Section 20 at the POINT OF BEGINNING.

PARCEL NO. 2:

The South 550.46 feet of the North one-half of the North one-half of Section Township 16 South, Range 21 East, Marion County, Florida, lying South and East of S.R. 200, LESS AND EXCEPT the South 25.00 feet thereof; being more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence South 00°15'00" West along the East Line of said Section 19, a distance of 774.74 feet to the POINT OF BEGINNING.

Thence continue South 00°15'00" West along the East Line of said Section 19, a distance of 525.46 feet; thence North 89°50'25" West, a distance of 2,665.21 feet; thence North 89°38'05" West, a distance of 1,272.96 feet to the Easterly Right-of-Way Line of said S.R. 200; thence North 41°43'06" East along the Easterly Right-of-Way Line of said S.R. 200, a distance of 700.00 feet; thence departing from said Easterly Right-of-Way Line, South 89°38'05" East, a distance of 809.80 feet; thence South 89°50'25" East, a distance of 2,664.83 feet to the POINT OF BEGINNING.

PARCEL NO. 3:

The West 900 feet, as measured at right angles to S.R. 200, of the North one-half of the North one-half of Section 19, Township 16 South, Range 21 East, Marion County, Florida, lying South and East of S.R. 200, LESS AND EXCEPT the South 550.46 feet thereof; being more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence West along the North line of said Section 19, a distance of 1,592.75 feet; thence South 41°43'06" West, a distance of 1,029.43 feet; thence North 89°50'25" West, a distance of 390.39 feet; thence North 89°38'05" West, a distance of 809.80 feet to the Easterly right-of-way line of said S.R. 200; thence North 41°43'06" East along the Easterly right-of-way line of S.R. 200, a distance of 1,022.76 feet to the North line of said Section 19; thence departing said right-of-way line, South 89°28'50"

GCH-6

PAGE 2 of 4

PAGE 16 of 25

East along the North line of said Section 19, a distance of 133.07 feet to the North One-Quarter Corner of said Section 19; thence East along the North Line of said Section 19, a distance of 1,071.54 feet to the POINT OF BEGINNING.

Subject to an easement granted to Sumter Electric Cooperative, Inc., filed April 2, 1975 in Official Records Book 680 at page 425 of the Public Records of Marion County, Florida.

Subject to an easement granted to Sumter Electric Cooperative, Inc., filed April 4, 1968 in Official Records Book 267 at page 186 of the Public Records of Marion County, Florida.

Description provided by JB Ranch

GCH-6

EXHIBIT "A"

Parcel #'s 35695-035-00, 35695-035-01, 35695-025-00, and 35695-025-05.

A parcel of land lying in Section 20, 21, 29, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 20; thence N 89° 50' 57" W, along the south boundary of said section, a distance of 1240.94 feet to a point on the northerly right of way line of Belmont Boulevard, (being an 80.00 foot right of way), as described in Official Records Book 1344, Pages 1733 through 1735 inclusive, of the Public Records of Marion County, Florida, said point also being the point of beginning, thence continue N 89° 50' 57" W, along said south boundary, a distance of 967.74 feet; thence departing said south boundary, N 0° 36' 40" E, a distance of 1214.34 feet; thence S 89° 50' 57" E, parallel with said south boundary, a distance of 2208.76 feet to a point on the east boundary of said Section 20; thence departing said east boundary, S 89° 23' 05" E, a distance of 350.00 feet; thence S 00° 36' 55" W, a distance of 1214.05 feet to a point on the south boundary of said Section 21; thence S 89° 25' 57" E, along said south boundary, a distance of 965.14 feet to a point on the northerly right of way line of the aforesaid Belmont Boulevard; thence S 56° 03' 40" W, along said right of way line, a distance of 191.63 feet to the point of curvature of a curve concave northwesterly and having a radius of 1960.00 feet; thence continue along and with said curve a chord bearing and distance of S 69° 51' 20" W, 934.67 feet to the point of tangency of said curve; thence continue along said northerly right of way line, S 83° 38' 59" W, a distance of 469.19 feet to the point of curvature of a curve concave northerly, having a radius of 960.00 feet; thence continue along said northerly right of way line, northwesterly along and with said curve a chord bearing and distance of N 73° 05' 55" W, 757.96 feet to the point of tangency of said curve; thence continue along said northerly right of way line, N 49° 50' 49" W, a distance of 429.12 feet to the point of beginning, together with that portion of the aforesaid Belmont Boulevard, (being 80.00 feet wide), lying south of the adjacent to the above described lands, said lands containing 96.476 acres, more or less.

GCH-6

PAGE 18 of 25

PAGE 4 of 4

L16, Cherrywood Estates, Inc.

EXHIBIT "B"

NAME OF COMPANY Windstream Utilities Company
WATER TARIFF

Order No. 26375 : DESCRIPTION OF TERRITORY SERVED

Begin at the NW corner of the NE $\frac{1}{4}$ of Section 16, Township 16 South, Range 21 East, Marion County, Florida, thence S.89°57'53"E along the North boundary of said NE $\frac{1}{4}$ a distance of 660.91 feet to the NE corner of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the aforesaid NE $\frac{1}{4}$ of Section 16, thence S00°27'46"W 3948.21 feet, thence S89°31'28"E 360.45 feet, thence S00°28'32"W 25.00 feet to the Point of Curvature of a Curve Concave Westerly having a Radius of 25.00 feet and a Central Angle of 42°50'00" thence Southerly along said Curve an Arc distance of 18.69 feet to the Point of Reverse Curvature of a Cul-De-Sac Concave Northerly having a Radius of 50.00 feet and a Central Angle of 265°40'01", thence Southerly, Easterly, and Northerly along said Curve of a Curve Concave Easterly having a Radius of 25.00 feet and a Central Angle of 42°50'01", thence Northerly along said Curve an Arc distance of 18.69 feet to the Point of Tangency of said Curve, thence N00°28'32"E 25.00 feet, thence S89°31'28"E 240.16 feet, thence S00°28'31"W 1350.81 feet to the SE corner of the SW $\frac{1}{4}$ of said Section 16, thence N89°38'09"W along the South boundary of said SW $\frac{1}{4}$ a distance of 1320.61 feet to the SE corner of the SW $\frac{1}{4}$ of Section 16, thence N89°42'23"W along the South boundary of said SW $\frac{1}{4}$ a distance of 2641.94 feet to the SW corner of said Section 16, thence N00°26'43"E along the West boundary of the aforesaid SW $\frac{1}{4}$ of Section 16 a distance of 1321.32 feet to the NW corner of the SW $\frac{1}{4}$ of Section 16, thence S89°59'04"W 40.00 feet, thence N00°26'43"E 1321.84 feet, thence N00°25'52"E 1321.58 feet, thence S89°43'37"E 40.00 feet to the NW corner of the SW $\frac{1}{4}$ of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 1321.54 feet to the NW corner of the aforesaid SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16, thence S00°25'52"W along the West boundary of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16, thence S89°47'48"E along the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 1321.17 feet to the NE corner of the aforesaid South $\frac{1}{2}$ of NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, thence N00°27'01"E along the West boundary of the NE $\frac{1}{4}$ of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16, thence S89°57'48"E along the West boundary of the East $\frac{1}{2}$ of the aforesaid NW $\frac{1}{4}$ of Section 16 a distance of 2644.80 feet to the NW corner of said NE $\frac{1}{4}$, thence S89°57'48"E along the North boundary of said NW $\frac{1}{4}$ a distance of 1321.84 feet to the Point of Beginning. The West 700.00 feet thereof subject to Road Right-of-Way. LESS AND EXCEPT: The West 700.00 feet of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 16, and the West 700.00 feet of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16, containing 270.61 acres, more or less.

GCH-6

Sharon Dlouhy
ISSUING OFFICER

President
TITLE

EXHIBIT "B"

Original sheet No. 3.0-D

Name of Company Windstream Utilities Company
 Water Tariff

DESCRIPTION OF TERRITORY SERVEDOrder No. 24375

PIGEON PARK SUBDIVISION

TOWNSHIP 16 SOUTH, RANGE 21 EAST
 IN SECTION 17

Commence at the NW corner of the NE $\frac{1}{4}$ of Section 17, Township 16 South, Range 21 East, Marion County, Florida, thence S.89°39'21"E along the North boundary of said Section 17 a distance of 670.84 feet to the point of Beginning, thence S.0°26'05"W 1323.60 feet to the South boundary of the NW $\frac{1}{4}$ of said NE $\frac{1}{4}$ of Section 17, thence S.89°43'37"E. along said South boundary 651.34 feet to the SE corner of said NW $\frac{1}{4}$ of Section 17, thence N.0°28'47"E. along the East boundary of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 1322.79 feet to the NE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 16 South, Range 21 East, thence N.0°23'25"E. along the East boundary of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 1331.23 feet, thence S.89°44'10"E. 10.00 feet, thence No.0°23'25"E. 665.62 feet, thence N.89°46'35"W 330.41 feet to the Southeastly right-of-way line of State Road No. 200, thence S.41°47'57"W along said Southeastly right-of-way line 500.00 feet, thence S.0°26'05"W. 1621.43 feet to the Point of Beginning.

Sharon Olouhy
 ISSUING OFFICIER

GCH-6

President
 TITLE

PAGE 20 of 25

EXHIBIT "B"

ORIGINAL SHEET NO. 3.0-E

**WINDSTREAM UTILITIES, INC.
WATER TARIFF**

DESCRIPTION OF TERRITORY SERVED

Order No. 94-0082-FOF-WU

SUN COUNTRY ESTATES

The following described lands located in portions of Section 17, Township 16 South, Range 21 East, Marion County, Florida:

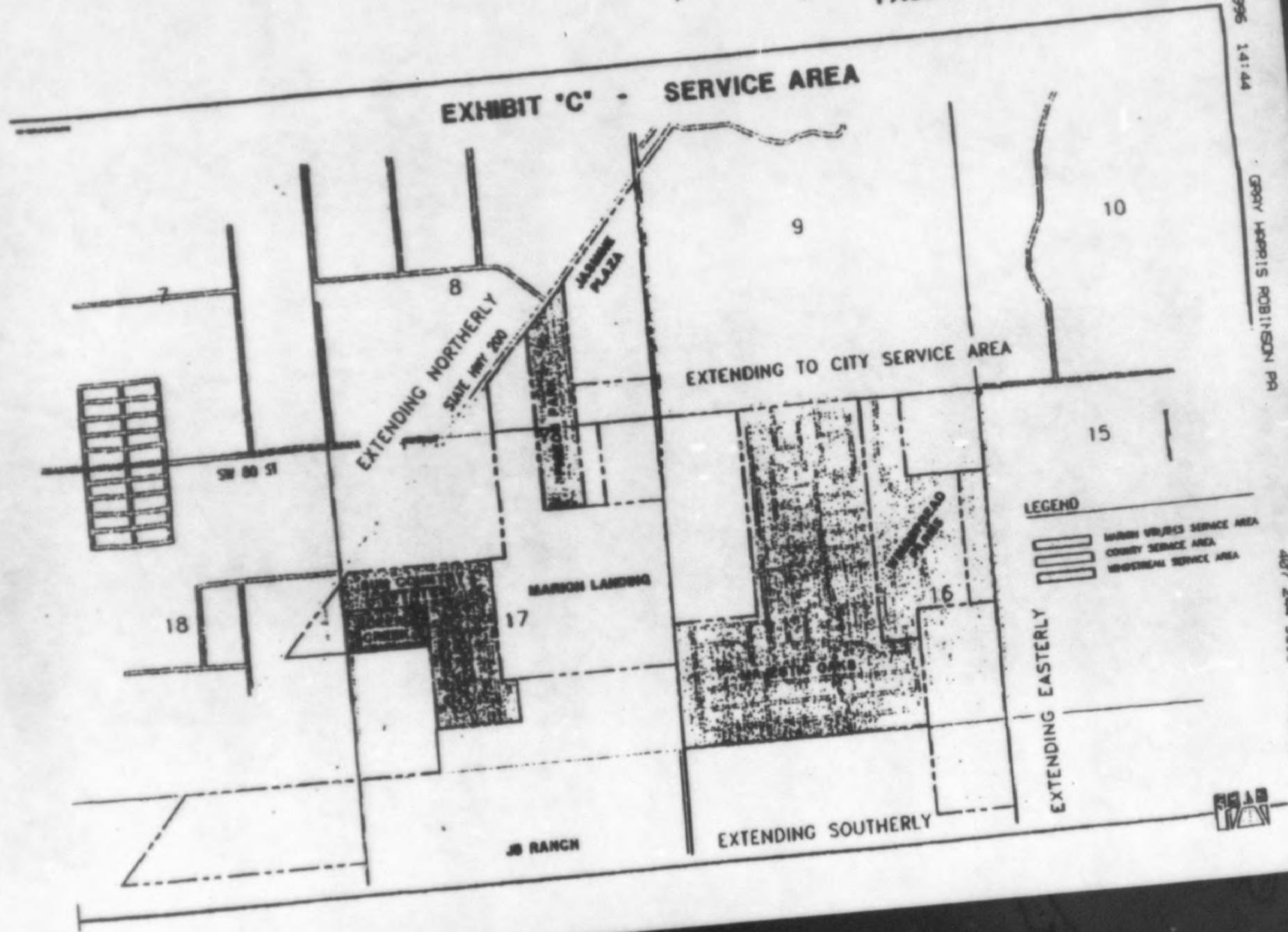
- The South 1/4 of the NW 1/4 less the East 290.40 feet.
- Also, the NE 1/4 of the SW 1/4 less the East 290.40 feet.
- Also, the North 1/2 of the SE 1/4 of the SW 1/4.

Sharon Dlouhy
ISSUING OFFICER

President
TITLE

GCH-6

PAGE 21 of 26

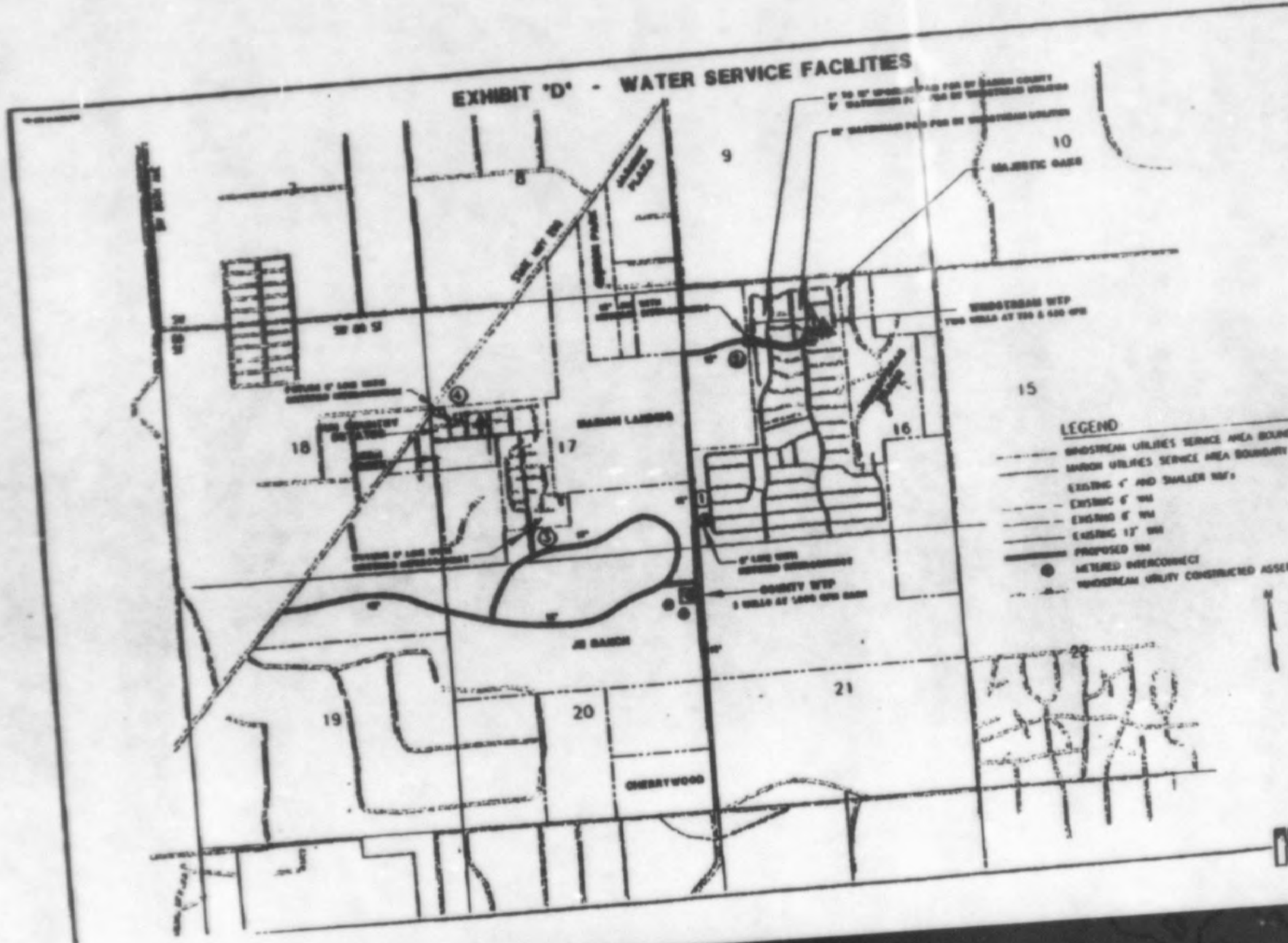


DEC-20-1996 1:1:44

GRAY HARRIS ROBINSON PA

407 244 5690 P. 79/81

EXHIBIT 'D' - WATER SERVICE FACILITIES



LEGEND

- UPSTREAM UTILITIES SERVICE AREA BOUNDARY
- MADISON UTILITIES SERVICE AREA BOUNDARY
- EXISTING 4" AND SMALLER W.P.'s
- EXISTING 6" W.P.
- EXISTING 8" W.P.
- EXISTING 12" W.P.
- PROPOSED W.P.
- METERED INTERCONNECT
- METERED UTILITY CONSTRUCTED ASSETS



EXHIBIT "E"

1. **Windstream Pressure Sets**
 - a) High Pressure 80 psi
 - b) Low Pressure 60 psi

2. **Marion County Pressure Sets**
 - a) High Pressure 65 psi
 - b) Low Pressure 45 psi

Pressure Sets measured at the WTP discharge pipe

GCH-6

PAGE 24 of 25

FedEx. USA Airbill

3065151622

From (please print) **GRAY HARRIS & ROBINSON PA**
 Date **12/16/96** Sender's FedEx Account Number **0920-1520-0**
 To (please print) **T. A. CLOUD** Phone **407 843-8880**
 Company **GRAY HARRIS & ROBINSON PA**
 Address **201 E PINE ST #1200**
 City **ORLANDO** FL **32801**

Your Internet Billing Reference Information
 Reference # **TAC 40200-1**
 To (please print) **L. E. DLOUHY** Phone **352 620-8280**
 Company **WINDSTREAM UTILITIES**
 Address **3002 N.W. 10TH STREET**
 City **OCALA** FL **34475**

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Special Handling
 Special Handling
 Special Handling
 Special Handling

Payment
 Payment
 Payment
 Payment

Signature
 Signature
 Signature
 Signature

GCH-6

PAGE 25 of 25

TOTAL P.81

272



FAX TRANSMITTAL SHEET

DATE: Nov. 11, 1996 NO. OF PAGES: 2
TO: Gerald C. Hartman, PE FROM: L. E. Dleuhy
Hartman & Associates, Inc.
FAX #: (407) 839-3790 FAX NO: (904) 620-8688
OFFICE NO: 620-8290

RE: Purchase and/or Bulk Rate
Agreement

Information contained in this transmission is
intended only for the use of the individual
named above. If you have received this communication
in error, please notify us immediately by telephone
collect.

GCH-5
Page 1 of 2

WINDSTREAM UTILITIES COMPANY

P. O. Box 4201

Ocala, Florida 34478

TARIFF: Hook up fee \$515.00

(can be adjusted to meet whatever needs are needed)

Rates \$1.38 (per 1000 gallons)

\$8.99 base monthly charge (3/4" meter)

Presently - no bulk rate in the tariff -- can be acquired from FPSC

Proposal - Bulk Water Rate (Domestic and Fireflow): *No Hook-up fee.*

Gallage rate per day (GPD) - 50% equals \$6.69

No minimum charges for bulk rate if water provided is for all domestic, fireflow and established area (to be agreed upon).

Revised 11/11/96 per phone conversation with Mr. Hartman.

By: 

L. E. Dlouhy

GCH-5

Page 2 of 2

EXHIBIT 'A' - EXISTING CERTIFICATED AREA OF WINDSTREAM UTILITIES

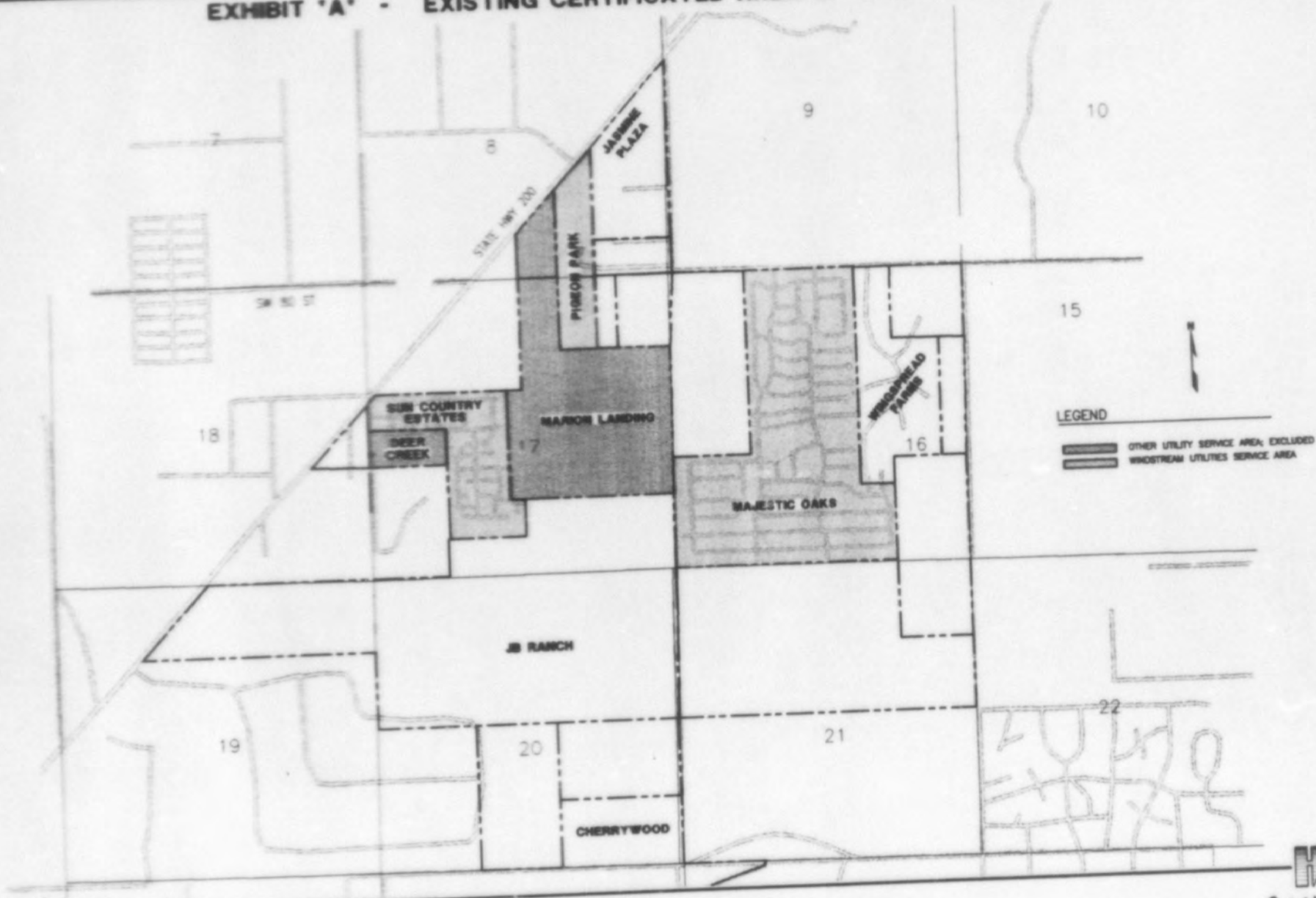


EXHIBIT 'B' - COUNTY PROJECTED SERVICE AREAS

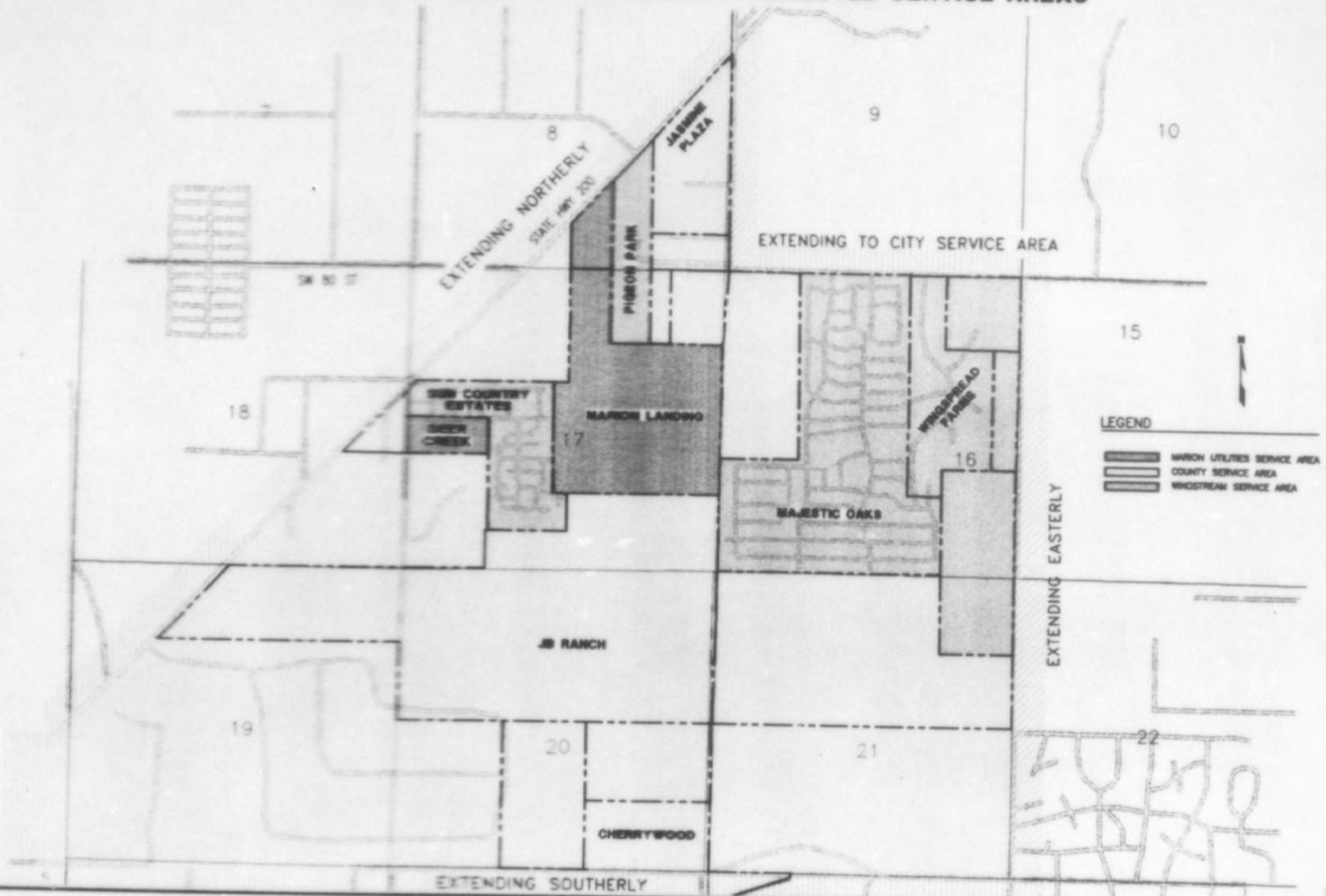
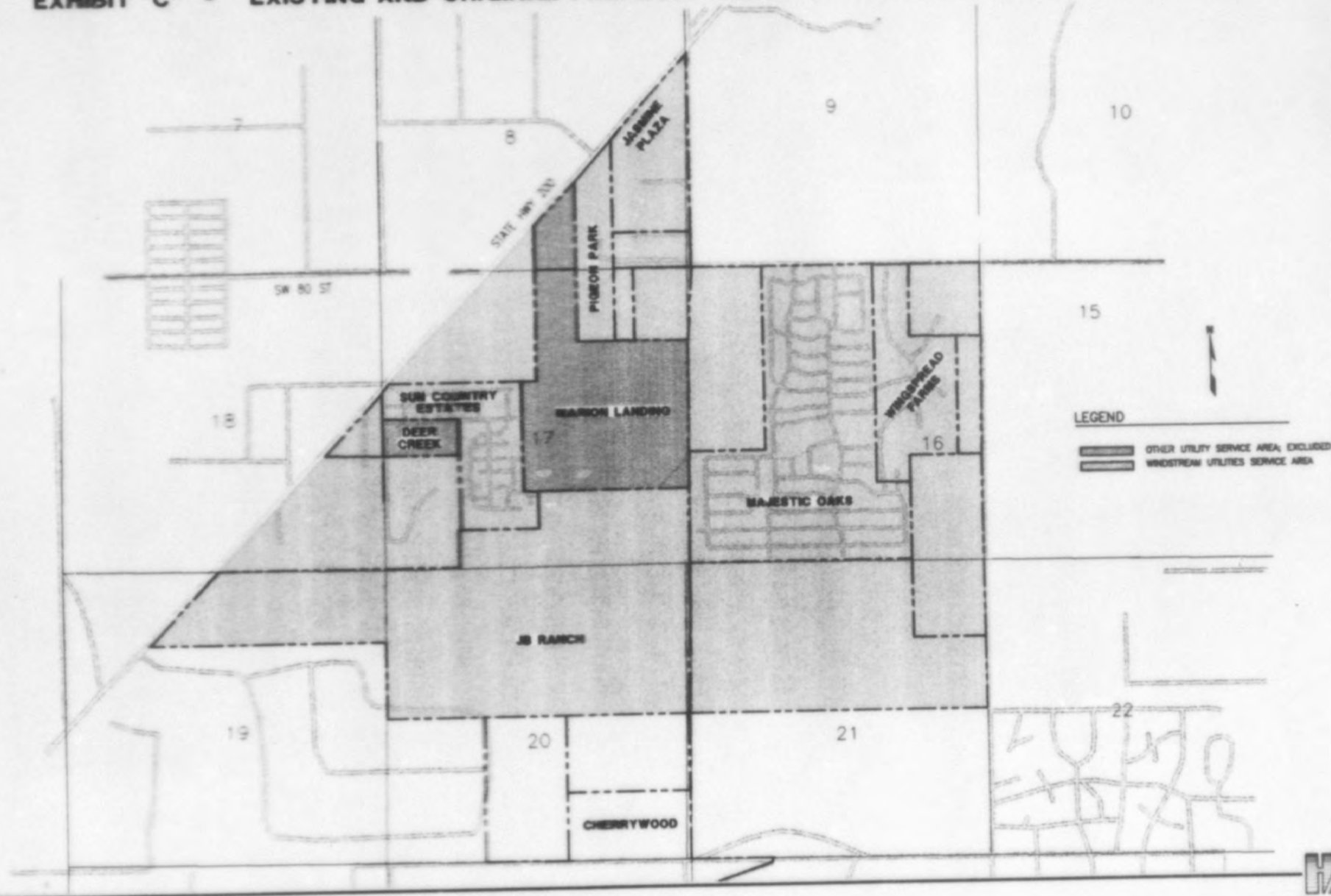


EXHIBIT 'C' - EXISTING AND ORIGINAL PROPOSED CERTIFICATED AREA OF WINDSTREAM UTILITIES



**GERALD C. HARTMAN, P.E.
PRESIDENT**

HARTMAN & ASSOCIATES, INC.

EDUCATION

B.S., Duke University, 1975
M.S., Duke University, 1976

PROFESSIONAL REGISTRATION

Professional Engineer No. 27703, Florida
Professional Engineer No. 12410, Maryland
Professional Engineer No. 131184, Virginia
Professional Engineer No. 15264, North Carolina
Professional Engineer No. 38216, Pennsylvania
Professional Engineer No. 17597, Georgia
Professional Engineer No. 15389, South Carolina
Professional Engineer No. 19422, Alabama
Professional Engineer No. 28939, Arizona
Professional Engineer No. 12717, Mississippi
Professional Engineer No. 31200, Colorado

PROFESSIONAL AFFILIATIONS

Diplomate - American Academy of Environmental
Engineers
American Society of Civil Engineers
National Society of Professional Engineers
Florida Engineering Society
American Water Works Association
Florida Pollution Control Association
American Water Resources Association
Water Environment Federation
Florida Water and Pollution Control Operators
Association
American Society of Appraisers Candidate
Florida Waterworks Association

QUALIFICATIONS SUMMARY

Mr. Hartman is highly qualified in environmental engineering with special expertise in water resources; water quality; well field design; water treatment analysis/design; pumping system analysis/station design; hydraulic analysis; pipeline design; wastewater collection, treatment, effluent reuse/utilization/disposal; facility planning; rate charge and fee studies; funding and grants. Mr. Hartman is a qualified expert witness in the areas of water supply and treatment, wastewater treatment and effluent disposal, utility system appraisals, landfill siting, and utility creation/management/acquisition projects.

Gerald C. Hartman, P.E., President (Continued)

EXPERIENCE

Mr. Hartman's experience exclusively involves water, wastewater, stormwater, solid waste, and utility valuation projects, primarily within the State of Florida.

Facility Planning

Mr. Hartman has been involved in over 50 water, wastewater and/or solid waste master plans, several interlocal negotiations and agreements, over 100 capital improvement programs, and numerous capital construction fund plans. He represented the American Society of Civil Engineers in the State Comprehensive Plan as a Policy Advisory Committee Member on the utility element, and has participated in the preparation of Comprehensive Plans, Chapter 9J5, for more than 20 communities. Additionally, Mr. Hartman has been involved in the implementation of 3 stormwater utilities in Florida.

Financial Reports

Mr. Hartman has been involved in over 50 capital charge, impact fee, and installation charge studies involving water, wastewater and fire service for various Florida entities. He also has participated in over 50 user rate adjustment reports. Mr. Hartman assisted in the development of over 50 revenue bond issues, 10 short-term bank loan systems, 2 general obligation bonds, 8 construction grant programs, 10 capacity sale programs, and 4 privatization programs. He has been involved in over 90 utility acquisition/utility evaluations for acquisition, and is a qualified expert witness with regard to utility negotiation, arbitration and condemnation cases.

Analyses

Mr. Hartman has participated in over 50 computer-assisted hydraulic analyses of water and wastewater transmission systems including extended period simulations as well as hydraulic transient analyses. He has been involved in 4 wastewater treatment investigations, 2 sludge pilot testing programs, 14 effluent disposal pilot programs and investigations, several energy efficiency analyses, several odor control studies, and other process evaluations for operations. Mr. Hartman has participated in 4 value engineering investigations oriented toward obtaining the most cost-effective alternatives for regional and private programs. He has been involved in numerous water blending, trihalomethane, synthetic organic contaminant removal, secondary precipitation, corrosion control, and alum precipitation studies throughout the State of Florida. Mr. Hartman has performed process evaluations for simple aeration facilities, surface water sedimentation facilities, water softening facilities, as well as reverse osmosis facilities. He has been involved in water conservation programs, as well as distribution system evaluation programs. He has participated in both sanitary sludge management and disposal studies and co-authored the book entitled "Sludge Management and Disposal for the Practicing Engineer." He also has participated in numerous lime sludge thickening, management, and utilization/disposal investigations. Mr. Hartman has been involved in wellfield management studies, wellfield protection ordinances, wellfield siting, water resource evaluations, and water resource planning for several entities throughout the State of Florida in sand aquifer, sand and gravel aquifer and limestone aquifer systems.

Gerald C. Hartman, P.E., President (Continued)

Design

Mr. Hartman has participated in the design of water and wastewater facilities throughout Florida totaling more than \$500 million in value. He has been involved in the design of 2 elevated storage tanks, 12 ground storage reservoirs, 10 pumping stations, 20 major water treatment plants, numerous smaller water treatment plants, and pipeline systems varying in size from 6 to 66 inches in diameter. Some of the most notable projects include:

- City of Tampa - Process work for 100 MGD Hillsborough River water treatment plant, 1980.
- City of St. Petersburg - Chemical feed and gravity lime sludge thickener for 81 MGD Cosme-Odessa water treatment plant, 1990.
- City of Lakeland - Preliminary design and subsequent expansion of 51 MGD T.B. Williams water treatment plant, 1981.
- City of Dunedin - Decision documentation and project management for 9.0 MGD reverse osmosis/membrane softening plant, 1992.
- City of Edgewater - Process and technical review of 5.0 MGD softening water treatment plant, 1990.
- City of Edgewater - Design engineering for 2.4 MGD split treatment softening water treatment plant, 1986.
- Southern States Utilities Inc. - Venice Gardens Utilities 3.35 MGD low-pressure reverse osmosis water treatment plant, 1990.
- North Beach Water Company - 0.5 MGD low-pressure reverse osmosis water treatment plant, 1988.
- Southern States Utilities Inc. - Burnt Store Utilities 0.49 MGD low-pressure reverse osmosis water treatment plant, 1991.
- Numerous fluoridation, defluoridation, iron removal, hydrogen sulfide removal, water stabilization and conventional chlorination/storage water treatment plants throughout the State of Florida.

He has participated in the design of over 200 potable drinking water wells within the State of Florida. These wells have been for brackish and fresh water; sand and gravel systems; sand lenses; and the Ocala, Avon Park, Hawthorne, and Lake City formations of the Floridan aquifer.

Mr. Hartman has been involved in the design of odor control systems for wastewater plants, sludge dewatering facilities, and numerous wastewater treatment plants varying from extended aeration through advanced biological nutrient removal pumping/lift stations for collection/transmission systems. Notable projects include:

- Orange County - Design of the easterly water treatment plant, phases I and II, 1983.
- City of New Port Richey - Wastewater treatment plant expansion, 1989.
- City of Edgewater - Wastewater treatment plant expansion, 1990.
- Northwest Hillsborough County - Residuals complex, 1990.
- Southern States Utilities Inc. - Venice Gardens advanced secondary treatment wastewater treatment plant (2.0 MGD), 1992.



Gerald C. Hartman, P.E., President (Continued)

- Southern States Utilities Inc. - Marco Island wastewater treatment plant (3.5 MGD), 1991.

Mr. Hartman has been involved with the design of several wastewater treatment plants ranging in capacity from 0.01 to 12.0 MGD. He has served as the engineer in charge of numerous wastewater reuse systems; more than 30 golf course reuse systems; numerous percolation pond system/rapid infiltration basin systems; spray irrigation systems; wetlands application systems; surface discharge systems; agricultural reuse systems; forest irrigation systems; as well as power plant reuse systems.

PUBLICATIONS/PRESENTATIONS

Mr. Hartman has presented several training sessions and seminars throughout the State of Florida for the American Water Works Association, the American Society of Civil Engineers, the Water Pollution Association, and the Florida Water and Pollution Control Operators Association. He has presented and/or published more than 30 papers on water, wastewater and solid waste utility systems, including:

Vesilind, P.A., Hartman, G.C., Skene, E.T.; Sludge Management and Disposal for the Practicing Engineer; Lewis Publishers Inc.; Chelsea, Michigan; 1986.

Hartman, G.C., et. al, Resource Recovery Unit Operations, Prentice Hall, 1981.

Hartman, G.C., Utility Management and Finance, (presently under contractual preparation with Lewis Publishing Company/CRC press).

EXHIBIT "D" - EXISTING AND REVISED PROPOSED CERTIFICATED AREA OF WINDSTREAM UTILITIES

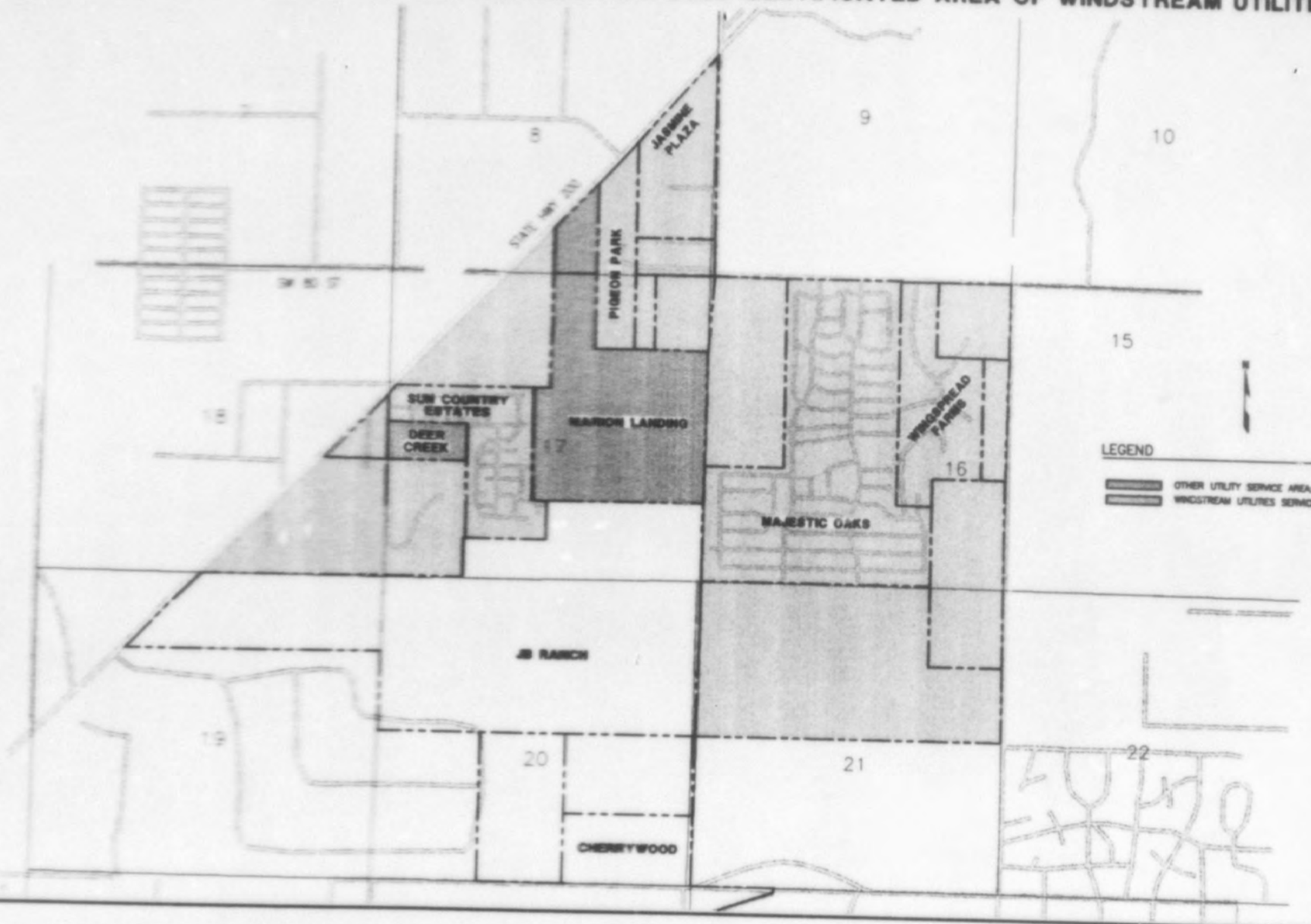


EXHIBIT 'E' - DISPUTED AREAS BETWEEN WINDSTREAM UTILITIES AND MARION COUNTY

