

LAW OFFICES

MESSER, VICKERS, CAPARELLO, MADSEN, LEWIS, GOLDMAN & METZ
A PROFESSIONAL ASSOCIATION

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SUITE 900
2000 PALM BEACH LAKES BOULEVARD
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (407) 640-0820
TELECOPIER (407) 640-8202

ORIGINAL
COPY

REPLY TO: Tallahassee

July 20, 1993

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

HAND DELIVERY

Re: FPSC Docket No. 920199-WS


Dear Mr. Tribble:

On behalf of Southern States Utilities, Inc. ("SSU"), enclosed for filing in the above-referenced docket is an original and fifteen copies of SSU's Third Status Report addressing the status of water and wastewater deficiencies addressed in Order No. PSC-93-0423-FOF-WS. The Report is titled Status of System Deficiencies per Final Rate Order in Docket No. 920199-WS, Report No. 3. This Third Status Report is submitted in accordance with Order No. PSC-93-0423-FOF-WS, at page 16, and relates to the quality of service items referenced in the Order.

ACK 1
AFB 2
APP 3
Copies of this filing have been served on the parties of record in this docket pursuant to the attached certificate of service. Thank you for your assistance in processing this filing. Please contact me if you have any questions.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Sincerely,


Kenneth A. Hoffman

KAH/rl
Enclosures
cc: Brian P. Armstrong, Esq.
Parties of Record

RECEIVED & FILED

EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07791 JUL 20 93

FPSC-BUREAU OF RECORDS

ACK 1
AFB 2
APP 3
M
9th

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Sixty (60) Day Status Report was furnished by U.S. Mail on this 20th day of June, 1993, to the following:

Harold McLean, Esq.
Office of Public Counsel
111 West Madison Street
Room 812
Tallahassee, FL 32399-1400

Michael Twomey, Esq.
Asst. Attorney General
Dept. of Legal Affairs
Room PL-01, The Capital
Tallahassee, FL 32399-1500

Catherine Bedell, Esq.
Division of Legal Service
101 E. Gaines Street, Room 212
Tallahassee, FL 32399-0863

Larry M. Haag, Esq.
County Attorney
107 N. Park Avenue
Suite 8
Inverness, FL 34450

Susan W. Fox, Esq.
MacFarlane Ferguson
P. O. Box 1531
Tampa, Florida 33601

Michael S. Mullin, Esq.
P. O. Box 1563
Fernandina Beach, FL 32034

By: 
KENNETH A. HOFFMAN, ESQ.



RECEIVED
JUL 20 1993

**STATUS OF SYSTEM
DEFICIENCIES
PER
FINAL RATE ORDER
IN
DOCKET NO. 920199-WS**

REPORT NO. 3

JULY 20, 1993

3737

DOCUMENT NUMBER-DATE

07791 JUL 20 93

1738

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**STATUS OF WATER SYSTEM'S
DEFICIENCIES**

**REQUIRING EIGHT MONTH
RESPONSE**

DOCKET NO. 920199-WS

System Name: Golden Terrace - Water	Status Report Date: 7/16/93
County: Citrus	Area of Resp.: Env. Services
<p>I. Deficiency: Iron exceeds MCL</p>	
<p>II. Corrective Action: This system will be interconnected with the City of Inverness.</p>	
<p>III. Current Status: Construction work completed. Certification forms sent to DER for final approval.</p>	
<p>IV. Estimated Completion Date: Project completed.</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

System Name: Pine Ridge Utilities - Water	Status Report Date: 7/16/93
County: Citrus	Area of Resp. Operations/Engineering
<p>I. Deficiency: Low pressure on Bonanza Street</p>	
<p>II. Corrective Action: This part of the distribution system was looped in 1992. That did not materially improve the pressure. The plant pressure will be increased by 10 psi in an attempt to raise the pressure at the customers premises.</p>	
<p>III. Current Status: Still evaluating solutions to this problem. Interconnect with Citrus County is now being investigated. Outside contractor has also been hired to look into the problem. Attached is a letter to FDER indicating some interim modifications to help correct the problem.</p>	
<p>IV. Estimated Completion Date: 60 to 90 Days</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	



RECEIVED JUN 18 1993

General Offices

1000 Color Place
Apopka, FL 32703
(407) 880-0058

June 15, 1993

Mr. Pedro Rivera, P.E.
Florida Department of Environmental Regulation
3804 Coconut Palm Drive
Tampa, FL 33619

Re: Pine Ridge Subdivision

Dear Mr. Rivera:

In response to your April 22, 1993 letter to me concerning the possible low pressure situation within this distribution system, please be advised that we are currently reviewing the situation and performing actual field test throughout this system. We expect to have all of our testing completed within the next several months and a solution to correct these deficiencies within the system. However, in the interim, we have constructed several loops in the distribution system increasing the static pressure approximately 12 psi, from 23 psi to 35 psi, and are currently concentrating on utilizing the existing system valves as well as increasing the water treatment plant's pressure settings to improve the existing condition until a permanent solution is implemented.

If you have any questions, please contact me at (407) 880-0058, extension 424.

Very truly yours,

Joseph G. Mack
Project Manager/Engineer

JGM:vs

c: Dawn Durham, Citrus CPHU
Gary Morse
Ralph Terrero
Bill Williams
Bob Williams
C.E. Wood

**STATUS OF WATER SYSTEM'S
DEFICIENCIES**

**REQUIRING TWELVE MONTH
RESPONSE**

DOCKET NO. 920199-WS

STATUS OF QUALITY OF SERVICE

System Name: Beechers Point - Water

Status Report Date: 7/16/93

County: Putnam

Area of Resp. Engineering

I. Deficiency: Sodium and Chlorides exceed MCL

II. Corrective Action: The company entered into a Consent Order (# 93-0332) with the FDER dated April 22, 1993 for improvements to correct the above referenced violations. Three options are outlined in the Order that include:

1. Interconnect with the Town of Welaka.
2. Submittal of engineering plans to permit additional treatment.
3. Secure a permit from St. Johns River Water Management District to remediate the existing wells at Beechers Point WTP to a more shallow depth pursuant to drawing better quality water.

If Option 1 is exercised, an interconnect shall be completed within 9 months of the date of the Order. If Option 2 is exercised, additional treatment shall be installed within 1 year of a permit issued by FDER. If Option 3 is exercised, the remediated wells shall be cleared bacteriologically and all chemical analysis required for community public water systems shall be received within 6 months of the effective date of the Order.

III. Current Status: A special meeting of the Town Council is scheduled for July 27th for approval of resolution giving authority to serve outside the Town limits.

IV. Estimated Completion Date:

Distribution:

Region Manager:

Area Supervisor:

Engineering:

Environmental Services:

Rates:

Operations Administration:

System Name: Chuluota - Water	Status Report Date: 7/16/93
County: Seminole	Area of Resp. Env. Services
<p>I. Deficiency: Radium 226-228 exceeds MCL and rust in system.</p>	
<p>II. Corrective Action: Retest for radium for 4 consecutive quarters. To solve the rust problem, it was necessary to replace approx. 3,300 feet of 2 inch galvanized pipe.</p>	
<p>III. Current Status: The 4th quarter samples were taken but the results have not been received from the Lab.</p>	
<p>IV. Estimated Completion Date:</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

**STATUS OF WASTEWATER
SYSTEM'S DEFICIENCIES**

**REQUIRING TWELVE MONTH
RESPONSE**

DOCKET NO. 920199-WS

System Name: Fox Run - Wastewater	Status Report Date: 7/16/93
County: Martin	Area of Resp.: Env. Services/Corp. Development
<p>I. Deficiency: Inadequate disposal capacity.</p>	
<p>II. Corrective Action: Interconnect with Martin Downs Utilities and abandon our treatment facility.</p>	
<p>III. Current Status: Attached is a copy of the executed Bulk Wastewater Service Agreement dated May 10, 1993 with additional attachments between SSU and Martin Downs Utilities.</p>	
<p>IV. Estimated Completion Date: Project completed on May 28, 1993.</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

c: Carlyn K. - ~~Bruce P.~~
FYI - Carlyn please make arrangements to have
the agreement recorded. Thanks - CLSweat 6/7/93



May 26, 1993

Mr. Charles L. Sweat, Vice President
Corporate Development
Southern States Utilities, Inc.
1000 Color Place
Apopka, FL 32703

RE: FOX RUN

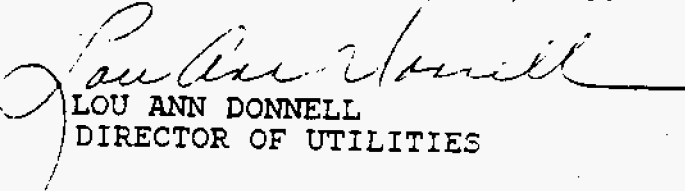
Dear Mr. Sweat:

Please find enclosed a copy of the Agreement between Martin Downs Utilities, Inc. and Southern States Utilities, Inc. with a new Exhibit "D", Page 2, per your letter of May 19, 1993.

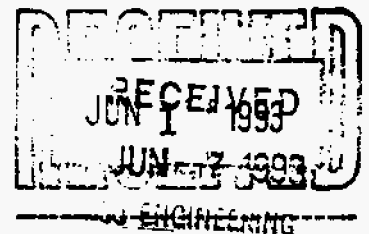
If you have any questions, please do not hesitate to contact me.

Sincerely,

MARTIN DOWNS UTILITIES, INC.


LOU ANN DONNELL
DIRECTOR OF UTILITIES

LAD:sah
Enc.



Martin Downs Utilities, Inc.

P.O. Box 627 • Palm City, Florida 34992 Telephone (407) 283-9100 • Fax (407) 283-9491

Page 10

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General Offices

1000 Color Place
Apopka, FL 32703

(407) 880-0058

May 19, 1993

Ms. Lou Ann Donnell
Director of Utilities
Martin Downs Utilities, Inc.
P.O. Box 620
Palm City, Florida 34990-0620

Dear Ms. Donnell:

To follow our conversation yesterday and the discovery of the oversight to include the value of the assets being transferred to Martin Downs, we offer the following expanded statement which will become a part of Exhibit "D", page 2:

ONE (1) WET WELL - 4' DIAMETER REINFORCED PRECAST CONCRETE - 11' DEEP	\$ 800.00
ONE (1) HALLIDAY ALUMINUM COVER FOR WET WELL	400.00
ONE (1) VALVE PIT - 4' X 4' X 3' REINFORCED PRECAST CONCRETE	150.00
ONE (1) HALLIDAY ALUMINUM COVER FOR PIT	<u>400.00</u>
TOTAL	\$ <u>1750.00</u>

Again thank you for your effort, it is sincerely appreciated.

Sincerely,

Charles L. Sweat
Vice President
Corporate Development

**SOUTHERN STATES UTILITIES, INC./MARTIN
DOWNS UTILITIES, INC., BULK WASTEWATER
SERVICE AGREEMENT**

CONTRACT NO. _____

THIS AGREEMENT is made and entered into this 10th of May, 1993, by and between Martin Downs Utilities, Inc., a Florida corporation ("Martin"), and Southern States Utilities, Inc., a Florida corporation ("SSU").

RECITALS

1. Martin is empowered by virtue of the Florida Public Service Commission's ("FPSC") issuance of Certificate of Authorization No. 301-S, as amended from time to time pursuant to Chapter 367, Florida Statutes, to provide wastewater service within Martin County, Florida, and pursuant to such authority, presently furnishes wastewater service to retail customers in the Service Territory described in the legal description attached hereto and incorporated herein by reference as Exhibit "A."

2. SSU is empowered by virtue of the Florida Public Service Commission's ("FPSC") issuance of Certificate of Authorization No. 319S, as amended from time to time pursuant to Chapter 367, Florida Statutes, to provide wastewater service within Martin County, Florida, and pursuant to such authority, presently furnishes wastewater services to customers in the Service Territory known as "Fox Run," described in the legal description attached hereto and incorporated herein by reference as Exhibit "B."

3. Martin and SSU both recognize the desirability and the need to provide wastewater service to their customers in a manner which is both economical and consistent with the water conservation and management policy of the State of Florida.

4. Duplication of wastewater service facilities by the parties could result in needless and wasteful expenditures and wasted resources.

5. SSU has requested and Martin has agreed to provide bulk wastewater service to SSU's Fox Run service territory.

6. In accordance with the foregoing objectives, Martin and SSU wish to implement a bulk wastewater service agreement.

7. Nothing contained herein is intended to prohibit persons or corporations from lawfully providing wastewater service within Martin County, Florida, subject to applicable state law, including, but not limited to, the Martin County Comprehensive Plan, as amended (hereafter "applicable law"). SSU and Martin do not intend to and are not by this Agreement (1) placing undue or unreasonable restrictions upon free competition, (2) fixing prices, or (3) unreasonably limiting the availability of wastewater service capacity.

ACCORDINGLY, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and by this reference are incorporated into this Agreement.

SECTION 2. DEFINITIONS. Martin and SSU agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1. "Agreement" means this Southern States Utilities, Inc./Martin Downs Utilities, Inc., Bulk Wastewater Service Agreement, as it may from time to time be modified.

2.2. "Connection Facilities" means those facilities, including but not limited to force mains, pipes, lift stations, meters and appurtenant facilities that are necessary to convey wastewater from the SSU Fox Run System to the Connection Point, as shown on Exhibit "C."

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2.3. "Connection Point" means that location, shown on Exhibit "C", attached hereto and incorporated herein by reference, in Martin's wastewater collection system where the System shall be physically connected for the purpose of providing bulk wastewater service.

2.4. "Customers" means and is confined to retail wastewater customers of SSU, residing in the territory known as "Fox Run."

2.5. "GPD" means gallons per day, annual average basis.

2.6. "System" means those wastewater collection facilities which convey raw wastewater from the Fox Run Customers to treatment and disposal facilities in accordance with all applicable governmental regulations.

SECTION 3. Martin AND SSU WASTEWATER SYSTEMS CONNECTION.

Subject to Martin County's approval and to the terms, conditions, and procedures set forth in this Agreement, Martin agrees to connect the System at the Connection Point and to provide bulk wastewater service for the benefit of SSU's Customers. The terms, conditions, and procedures for connection are set forth below:

3.1. Bulk Wastewater Service. In accordance with this Agreement, Martin shall accept, treat, and dispose of, in accordance with all applicable governmental regulations, approximately 24,000 gallons per day, annual average daily flow, of wastewater from the System.

3.2. Construction, Ownership and Maintenance of the Connection Facilities. Pursuant to the terms of this Agreement, Martin shall design, obtain all necessary governmental approvals for and construct the Connection Facilities. The Connection Facilities shall be designed to the appropriate standards recommended by state and regional agencies and Martin County. Martin shall pay all costs associated with modifying an existing SSU lift station as part of the construction of the Connection Facilities to send wastewater from the System to Martin. SSU shall donate the lift station to Martin by Bill of Sale in substantially the form provided in Exhibit "D." SSU shall convey an access easement to Martin to operate and maintain the lift station. The easement shall be in the form provided in Exhibit "E." Martin shall be solely responsible for future operation and maintenance of the Connection Facilities.

3.3. Bulk Service Rate. SSU shall pay to Martin a total bulk service rate of Four Thousand Six Hundred Forty-Three and 80/100 Dollars (\$4,643.80) per month. This rate, including any or all components thereof, may be adjusted upward or downward from time to time in accordance with Martin's rate-setting procedures, or those of any successor in interest. Martin shall notify SSU at least ninety (90) days before imposing a rate different from the rate set forth herein.

3.4. Capital Facilities Charge. On the date of execution of this Agreement, SSU shall pay Martin a Capital Facilities Charge of Ninety-Eight Thousand Nine Hundred Seventy-Five Dollars

(\$98,975.00), based on Nine Hundred Twenty-Five Dollars (\$925.00) per ERC for 107 ERC's of wastewater flow from the total number of Customers evidencing full build-out of the Fox Run System.

3.5. Maintenance of Facilities within the SSU Service Territory. SSU shall remain responsible for operation and maintenance of those parts of the System within its Service Territory shown on Exhibit "B" excluding the lift station and force main which Martin shall own and operate as described in Section 3.2.

SECTION 4. SERVICE STANDARDS. Martin and SSU agree to comply with all state, regional, and federal requirements and rules applicable to the provision of wastewater service to the public.

SECTION 5. 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.

SECTION 6. BINDING EFFECT. 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 representatives, successors and assigns.

SECTION 7. AUTHORITY TO EXECUTE. The signature of a person hereunder shall be a personal warranty that he/she has the authority to execute this Agreement on behalf of the party for whom he/she appears.

SECTION 8. ASSIGNMENTS. Either party shall have the right to independently assign all or any part of this Agreement, and the rights, duties, and obligations hereunder so long as it sends written notice to the other party, as provided for in Section 9 herein, of the assignment or transfer not less than thirty (30) days before the effective date of the assignment or transfer. This notice requirement shall not apply to the assignment from Martin to Martin County, but shall apply to any future assignments.

SECTION 9. NOTICE; PROPER FORM, DELIVERY. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (1) hand delivered or sent by facsimile transmission 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:

SSU: Mr. Charles L. Sweat, Vice President
Southern States Utilities, Inc.
1000 Color Place
Apopka, Florida 32703

Martin: Ms. Lou Ann Donnell, Utilities Director
Martin Downs Utilities, Inc.
P.O. Box 620
Palm City, Florida 34990-0620

SECTION 10. INDEMNIFICATION. Consistent with all applicable State law, including but not limited to Chapter 768, Florida Statutes, SSU and Martin agree to hold the other harmless from the negligent acts or omissions of themselves, their officers, employees, or agents.

SECTION 11. 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 12. 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 13. 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 14. DEFAULT; NOTICE, OPPORTUNITY TO CURE. Each of the parties hereto shall give the other party written notice of

any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. The injured party, however, may agree for the defaulting party to have more than 30 days to cure. If the parties agree for a longer period of time to cure, the defaulting party must begin its agreed-upon cure within thirty (30) days after receipt of notice and proceed with reasonable diligence to remedy the default. Otherwise, the injured party may, without further notice, terminate this Agreement.

SECTION 15. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein may only be made by the parties in writing by formal amendment.

SECTION 16. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, whether incurred before, during or after such court proceedings or on appeal.

SECTION 17. RECORDATION. DOCUMENTARY STAMPS. SSU may, at its sole expense, record evidence of this Agreement in the Official Records of Martin County, Florida.

SECTION 18. COSTS OF THIS TRANSACTION. Each party to this Agreement shall bear its own attorney's fees, engineering and

accounting fees and all other costs incurred by it in preparation of this Agreement.

SECTION 19. CONDITION SUBSEQUENT TO THE EFFECTIVENESS OF THIS AGREEMENT. The parties recognize that Martin has agreed to sell its wastewater treatment facilities to Martin County. Therefore, this Agreement shall become effective upon execution but shall terminate if Martin County disapproves or rejects this Agreement. If this Agreement terminates pursuant to this Section 19, Martin shall within thirty (30) days repay to SSU all monies received hereunder. Martin shall promptly send SSU written notice of any action taken by Martin County on the Agreement.

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

WITNESS:

x: Terri L. King
Terri L. King

MARTIN DOWNS UTILITIES, INC.

By: David R. Giunta
David R. Giunta,
President

x: Jane Dall
JANE DALL

Date: 5/6/93

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6TH day of May, 1993, by DAVID R. GIUNTA, President of MARTIN DOWNS UTILITIES, INC., a Florida corporation, on behalf of the

corporation. He/~~she~~ is (personally known to me) (~~or has produced~~) (~~type of identification~~) (~~as identification~~) and (~~did/did not~~) take an oath.



Jane Dall
(Signature)

JANE DALL
(Print Name)
Notary Public
My Commission Expires: 11-30-96

WITNESS:

x: Edith M. Morrow
Edith Morrow
x: Vicki Steffey
Vicki Steffey

SOUTHERN STATES UTILITIES, INC.

By: Charles L. Sweat
CHARLES L. SWEAT,
Vice President
Corporate Development

Date: May 10, 1993

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of May, 1993, by CHARLES L. SWEAT, Vice President, of SOUTHERN STATES UTILITIES, INC., a Florida corporation, on behalf of the corporation. He is (personally known to me) (~~or has produced~~) (~~type of identification~~) (~~as identification~~) and (~~did/did not~~) take an oath.

Joyce Reissig Helcher
(Signature)

Joyce Reissig Helcher
(Print Name)
Notary Public
My Commission Expires:

294/21:381/4

Joyce Reissig Helcher
My Commission Expires
July 17, 1994
CC 030724

**LIST OF EXHIBITS TO BE PREPARED
FOR THIS AGREEMENT**

- EXHIBIT 'A' LEGAL DESCRIPTION OF MARTIN'S
SERVICE TERRITORY
1 PAGE**
- EXHIBIT 'B' LEGAL DESCRIPTION OF SSU'S SERVICE
TERRITORY
1 PAGE**
- EXHIBIT 'C' THE CONNECTION FACILITIES
1 PAGE**
- EXHIBIT 'D' BILL OF SALE
2 PAGES**
- EXHIBIT 'E' ACCESS EASEMENT
2 PAGES**

EXHIBIT "A"

Township 38 South, Range 40 East:

Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, the Northern One
Half of Sections 22 and 23, and all of Sections 24 and 25
lying East of the Florida Turnpike,

and

Township 38 South, Range 41 East:

Sections 6, 7, 17, 19, 20, 29, 30, 31 lying West of the St.
Lucie River and East of the Florida Turnpike, all in Martin
County, Florida.

EFFECTIVE DATE: 8/22/88

ORIGINAL SHEET NO. _____

ORDER NUMBER: 19860SYSTEM NAME: FOX RUNCOUNTY: MARTINTERRITORY SERVED

Township 38 South, Range 40 East

Section 12

Beginning at the Northwest corner of the Northeast 1/2 of the Northeast 1/2 of said Section 12, thence run South 00 degrees 37 minutes 42 seconds East a distance of 1322 feet to a point on the Northern R-O-W of S.W. Murphy Road, thence following said R-O-W run South 89 degrees 27 minutes 42 seconds East a distance of 480 feet to a point on the Western R-O-W of S.W. Pine Tree Lane, thence following said Western R-O-W run North 00 degrees 34 minutes 51 seconds East a distance of 854 feet, thence run North 76 degrees 30 minutes East a distance of 246 feet, more or less, to a point on the high water line of the Hidden River, thence following said high water line which meanders in a North-Northwesterly direction a distance of 565 feet, thence North 89 degrees 36 minutes 21 seconds West a distance of 345 feet, more or less, to the Point of Beginning.

AND

Beginning at the point of intersection of West Murphy Road and the Eastern high water line of the Hidden River, thence following the North R-O-W of said West Murphy Road in an Easterly direction a distance of 575 feet, thence North 00 degrees 32 minutes 43 seconds East a distance of 1325 feet to a point in the middle of an existing waterway, thence North 89 degrees 36 minutes 21 seconds West a distance of 1364 feet, more or less, to a point on the Eastern highwater line of the Hidden River, thence following said high water line which meanders in a Southerly direction a distance of 1500 feet, more or less, to the Point of Beginning.

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SSU POINT OF CONNECTION

MARTIN DOWNS POINT OF CONNECTION

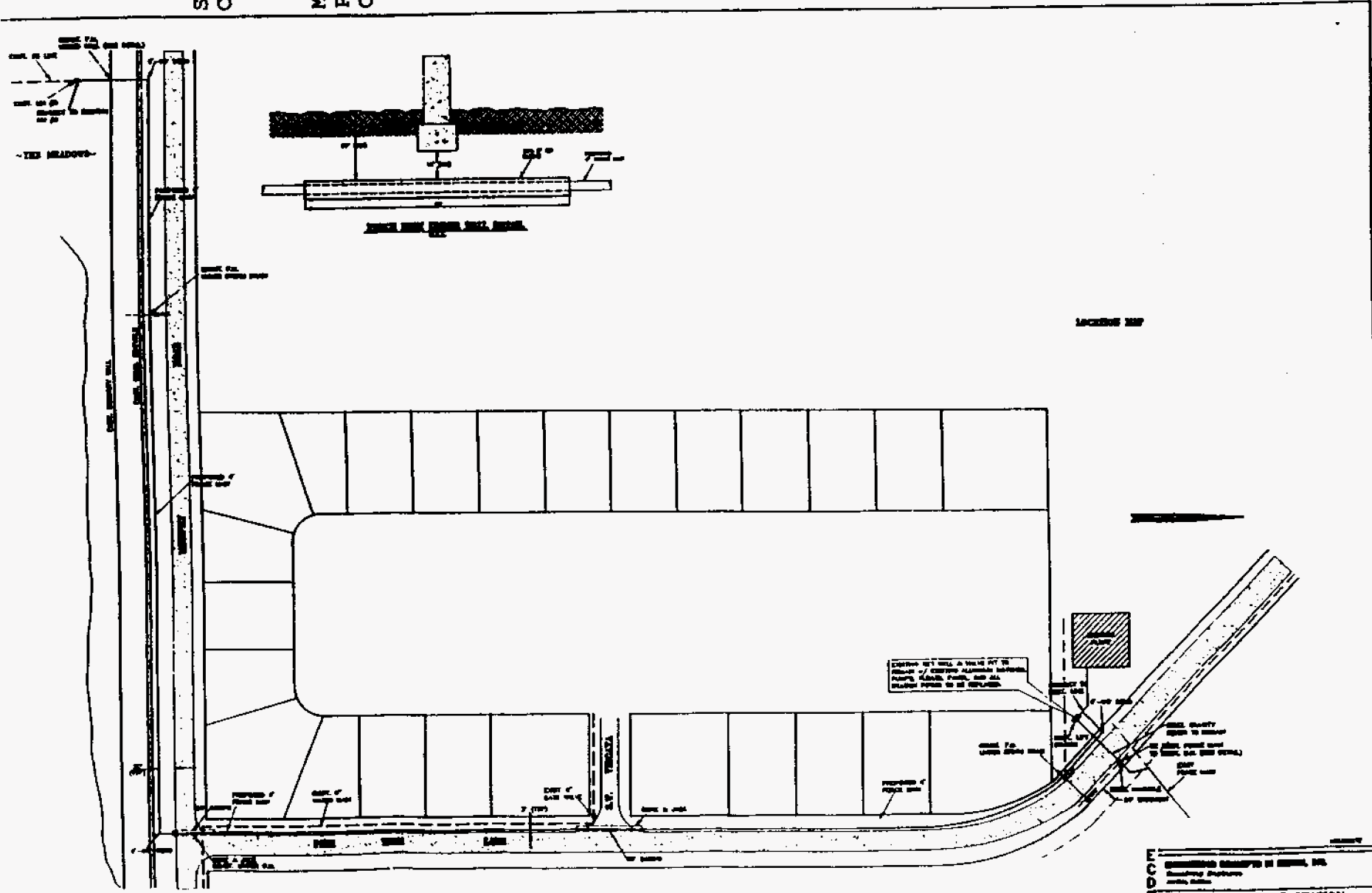


EXHIBIT "C" SHALL BE SUBJECT TO
 REVIEW / APPROVAL / SIGNATURE OF
 MARTIN DOWNS, AND ALL
 OTHERS AS APPLICABLE.

DCM
 CONSULTING ENGINEERS IN CIVIL, MECHANICAL, ELECTRICAL, AND
 PLUMBING ENGINEERING
 1000 N. 10TH ST.
 SUITE 200
 DENVER, CO 80202
 PHONE: (303) 733-1100
 FAX: (303) 733-1101
 WWW: WWW.DCMENGINEERS.COM
**FOX RUN LIFT STATION
 & FORCE MAIN**
 SHEET NO. 101
 DATE: 10/1/00
 DRAWN BY: J. J. [unreadable]
 CHECKED BY: [unreadable]
 APPROVED BY: [unreadable]
SITE PLAN

SITE PLAN

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Southern States Utilities, Inc., a corporation organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of Apopka, and County of Orange in the State of Florida, of the first part, for and in consideration of the sum of ten Dollars, in lawful money (and other good and valuable considerations unto it moving) to it paid by Martin Downs Utilities, Inc., of the City of Palm City, County of Martin, and State of Florida, of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, Martin Downs Utilities, Inc. and assigns all those certain goods and chattels, described as follows:

See Exhibit "D" Page 2

TO HAVE AND TO HOLD the same unto the party of the second part, Martin Downs Utilities, Inc. and assigns forever.

And the party of the first part, for itself and its successors, hereby covenants to and with the party of the second part, Martin Downs Utilities, Inc. and assigns that it is the lawful owner of the said goods and chattels; that they are free from all liens and incumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, Charles L. Sweat, hereunto duly authorized, this 10 day of May, A.D. 19 93

Signed, sealed and delivered
in our presence:

Vicki Steffey
Vicki Steffey
Edith M. Morrow
Edith M. Morrow

Charles L. Sweat
By: Charles L. Sweat
Vice President

This instrument should be returned to:

Southern States Utilities, Inc.
1000 Color Place
Apopka, Florida 32703

PROPERTY AS LOCATED WITHIN THE EASEMENT AS DESCRIBED
IN EXHIBIT "E"

ONE (1) WET WELL - 4' DIAMETER REINFORCED PRECAST CONCRETE 11' DEEP	\$800.00
ONE (1) HALLIDAY ALUMINUM COVER FOR WET WELL	400.00
ONE (1) VALVE PIT 4'x4'x3' REINFORCED PRECAST CONCRETE	150.00
ONE (1) HALLIDAY ALUMINUM COVER FOR PIT	<u>400.00</u>
TOTAL	\$1,750.00

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, the sufficiency and receipt of which is hereby acknowledged, Southern States Utilities, Inc., a corporation existing under the laws of the State of Florida (the "Grantor"), does hereby grant and bestow unto Martin Downs Utilities, Inc., a Florida corporation, its successors and assigns, a perpetual utility easement, in and to, over and under, all of the property described herein (the "Property") for the purpose of ingress, egress, installation, maintenance and/or repair of water and sewer facilities.

The easement hereby granted covers that certain Property which is situate and being in Martin County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Grantor hereby covenants with Martin Downs Utilities, Inc., that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

IN WITNESS WHEREOF, Grantor hereof has caused these presents to be executed in its corporate name and its corporate seal affixed this 10th day of May, 1993.

Signed, Sealed and Delivered
in the presence of:

Edith M. Morrow
Name: Edith M. Morrow
Vicki Steffey
Name: Vicki Steffey

Southern States Utilities, Inc.,
a Florida corporation

Charles L. Sweat
Name: Charles L. Sweat, Vice President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 10th day of May, 1993, by Charles L. Sweat as Vice President of Southern States Utilities, Inc., a Florida corporation, on behalf of the corporation. ~~They are~~ He is personally known to me or ~~produced~~ as identification and did/did not take an oath.

Joyce Reissig Helcher
Notary Public
Name:
Commission Number:
My Commission Expires:

Joyce Reissig Helcher
My Commission Expires
July 17, 1994
CC 030724

This instrument prepared by and should be returned to:
Karla Olson Teasley, Esquire
Southern States Utilities, Inc.
1000 Color Place
Apopka, Florida 32702

3766
1787

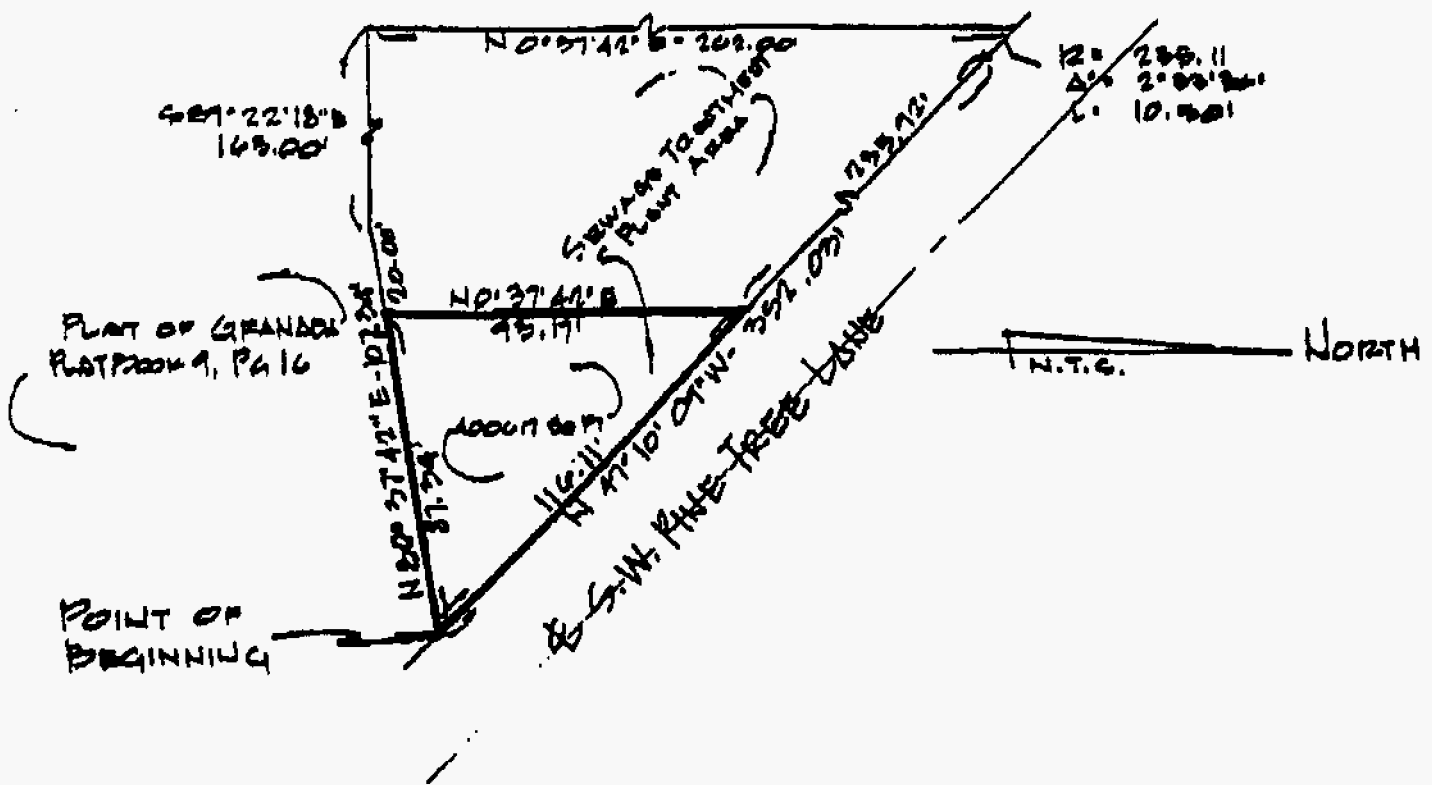
Exhibit "A"

D E S C R I P T I O N

Being a triangular shaped portion of the Sewage Treatment Plant area of FOX RUN PHASE ONE as recorded in Plat Book 7, Page 39, Public records of Martin County, Florida, and being more particularly described as follows:

BEGIN at the point of intersection of the south line of the said Sewage Treatment Plant area and the westerly right-of-way line of S.W. Pine Tree Lane; thence S 80°37'42" W, along the said south line, a distance of 87.34 feet; thence N 00°37'42" E a distance of 93.17 feet, to the intersection with the said westerly right-of-way line of S.W. Pine Tree Lane; thence S 47°10'09" E, along said right-of-way line, a distance of 116.11 feet to the POINT OF BEGINNING.

Containing 4006.7 square feet, more or less.



Prepared by
RICHARD W. PRICEMAN, P.L.S.,
REGISTERED LAND SURVEYOR
FLORIDA COMM. NO. 3050
1049 SW GUNN ST
PALM CITY, FL. 32910
(407) 220-7200

System Name: Point O Woods -
Wastewater

Status Report Date: 7/16/93

County: Citrus

Area of Resp. Operations

I. Deficiency: Overgrown Percolation Ponds

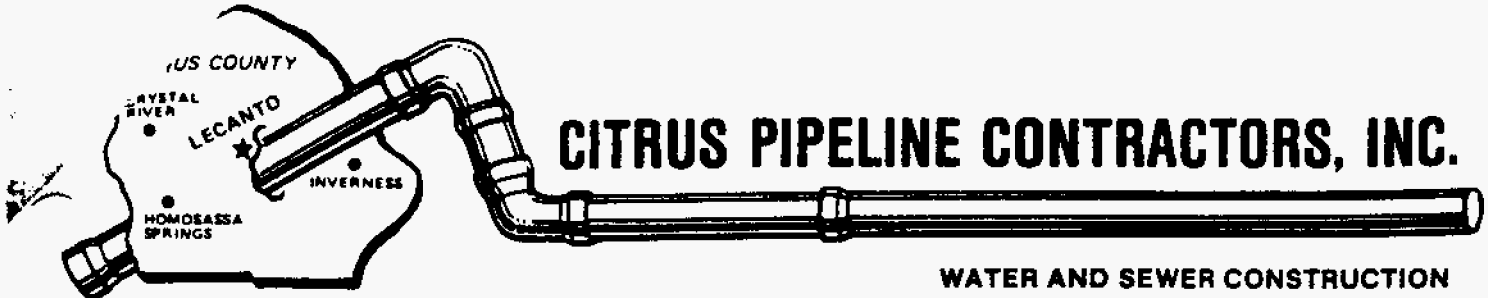
II. Corrective Action: Proposals received for cleaning of ponds.

III. Current Status: Attached is a copy of the work order for the cleaning out of the percolation ponds.

IV. Estimated Completion Date: Problem Corrected.

Distribution:

Region Manager:
Area Supervisor:
Engineering:
Environmental Services:
Rates:
Operations Administration:



CITRUS PIPELINE CONTRACTORS, INC.

WATER AND SEWER CONSTRUCTION
(904) 746-6020

P.O. BOX 330
LECANTO, FL 32661
BOB BASS, President

June 7, 1993

Ms. Barbara Reeder
Southern States Utilities
1000 Color Place
Apopka, Florida 32703

RE: Point O Woods
PO #31586
Billing #1

Dear Ms. Reeder:

Enclosed please find our billing #1 for furnishing material, labor and equipment in order to clear, regrade, seed and mulch the settlement ponds at your Point O Woods Project.

If you have any questions, please feel free to contact me.

Sincerely,

Dolan V. Smith
Dolan V. Smith
Vice President

/be
c: Bob Williams
Southern States Utilities

JUN 10 1993



OSU

PURCHASING DEPARTMENT
1000 COLOR PLACE
APOPKA, FLORIDA 32703
(407) 880-0058

PURCHASE ORDER

Purchase Order: 31586
 Date: 6/07/1993
 Confirmed to: BOLAN
 Description: BOB WILLIAMS/REG. 670944-RYN
 Project: NA
 Task:

Payment Terms: NET PAYABLE IN 30 DAYS
 FOB: OUR PLANT
 Ship via: BEST WAY
 Freight Term: FREIGHT NOT APPLICABLE
 DATE OF THIS ORDER

Vendor:

CITRUS HIGHLAND CONSTRUCTION
P.O. BOX 134
LECAWTO, FL 34468

Ship to:

SOUTHERN STATES UTILITIES, INC
CITRUS SPRINGS UTILITIES
9810 N. CITRUS BLVD
CITRUS SPRINGS, FL 32630

Bill to:

SOUTHERN STATES UTILITIES, INC
1000 Color Place
Apopka, FL 32703

Item Code	Description	Due Date	Quantity	UOM	Unit Cost	Extended Cost
297-CLB-0001	LABOR AND MATERIAL BOB: SOUTHERN STATES UTILITIES Ship to: 2000 COLOR PLACE APOPKA, FL 32703 Acct. Code: 001.00987.225.02.7206.0000.129	6/11/1993	1.00	LOS		\$,500.00

Page 32

RECEIVED
JUN 08 1993
SERVING AS
ACCOUNTS PAYABLE

IMPORTANT: THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

Total \$ 500.00

AUTHORIZED SIGNATURE
 JOHN E. HILTON

ACCOUNTS PAYABLE

CONTRACTOR'S APPLICATION FOR PAYMENT

Project: SSU - Point O Woods Project No. PO#31586
Payment Request No. 01 for Period 06-07-93 to 06-11-93

Table with 7 rows and 2 columns. Row 1: Original Contract Amount \$ 6,200.00. Row 2: Approved Change Orders \$ -0-. Row 3: Current Contract Amount \$ 6,200.00. Row 4: Value of Work Completed To Date (50 %) \$ 3,100.00. Row 5: Less Amount Retained (0 %) \$ -0-. Row 6: Net Amount Earned To Date \$ 3,100.00. Row 7: Less Amount of Previous Payments \$ -0-. BALANCE DUE THIS PAYMENT \$ 3,100.00

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Owner to all subcontractors and for all materials and labor used in or in connection with the performance of this Contract. I also certify I have complied with Federal, State and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workmen's Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of this Contract.

Contractor: Citrus Pipeline Contractors, Inc. Date: 06-07-93
By: Title: Vice President

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 7th of June 1993 by Dolan V. Smith who is personally known to me, or has produced as identification and who did/did not take an oath.

Signature of Acknowledger
Barbara G. Edwards
Name of Acknowledger
1772 3771
Page 38 Notary Public
Title

CONTRACTOR'S APPLICATION FOR PAYMENT

Project: SSU - Point O Woods Project No. PO#31586
Payment Request No. Final for Period 06-12-93 to 06-25-93

Table with 7 rows and 2 columns: Item description and Amount. Items include Original Contract Amount, Approved Change Orders, Current Contract Amount, Value of Work Completed To Date (100%), Less Amount Retained (-0%), Net Amount Earned To Date, Less Amount of Previous Payments, and BALANCE DUE THIS PAYMENT.

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Owner to all subcontractors and for all materials and labor used in or in connection with the performance of this Contract. I also certify I have complied with Federal, State and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workmen's Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of this Contract.

Contractor: Citrus Pipeline Contractors, Inc. Date: June 25, 1993

By: Dolan V. Smith Title: Vice President

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 25th of June 1993 by Dolan V. Smith who is personally known to me, or has produced as identification and who did/did not take an oath.

Signature of Acknowledger
Barbara G. Edwards
Name of Acknowledger
1773 3772
Page 34 Notary Public
Title

System Name: Sugar Mill Woods - Wastewater	Status Report Date: 7/16/93
County: Citrus	Area of Resp. Engr/Env. Services
<p>I. Deficiency: Various Effluent Violations and No Fence</p>	
<p>II. Corrective Action: Replaced numerous spray heads in spray field. Monitoring wells rehabilitated.</p>	
<p>III. Current Status: Preliminary design work is being done for expansion.</p>	
<p>IV. Estimated Completion Date: Mid 1994</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

System Name: University-Wastewater	Status Report Date: 7/16/93
County: Orange	Area of Resp. Engr/Env. Services
<p>I. Deficiency: Effluent Disposal Capacity</p>	
<p>II. Corrective Action: Modifications to existing effluent disposal sites and study to determine the feasibility of additional sites for effluent disposal. See the attached correspondence and copy of Water Reuse Rerating Study performed by PBG&S dated April 15, 1993.</p>	
<p>III. Current Status: Problem might be corrected by buying excess capacity from Orange County.</p>	
<p>IV. Estimated Completion Date: Mid 1994</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

**STATUS OF SYSTEM'S
DEFICIENCIES**

**PROBLEMS CORRECTED
PREVIOUSLY**

DOCKET NO. 920199-WS

System Name: Beechers Point-Wastewater	Status Report Date: 5/14/93
County: Putnam	Area of Resp. Operations/Env. Services
<p>I. Deficiency: Nitrate levels exceed permit conditions.</p>	
<p>II. Corrective Action: Operator was unable to haul sludge off site due to property and easement dispute with adjacent homeowner which lasted several months during the summer of 1992. Since the resolution of the dispute, sludge has been routinely removed from the process and nitrate levels have consistently been below the level set forth in the operating permit.</p>	
<p>III. Current Status: Problem resolved.</p>	
<p>IV. Estimated Completion Date:</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	



System Name: Fox Run - Water

Status Report Date: 5/14/93

County: Martin

Area of Resp.: Env. Services

I. Deficiency: Iron exceeds MCL

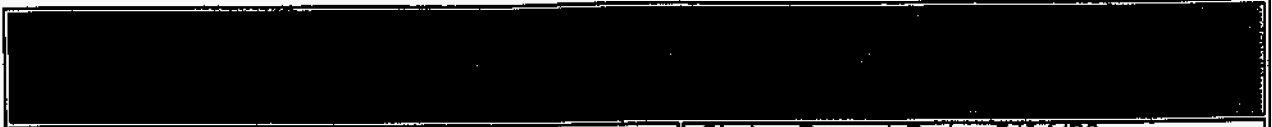
II. Corrective Action: Add additional iron filters.

III. Current Status: Problem corrected. See attached letter of April 15, 1993 requesting that Consent Order # 88-0722 be closed. Awaiting response from FDER. See attached final engineering report with lab test results.

IV. Estimated Completion Date: Project completed

Distribution:

- Region Manager:
- Area Supervisor:
- Engineering:
- Environmental Services:
- Rates:
- Operations Administration:



System Name: Gospel Island - Water

Status Report Date: 5/14/93

County: Citrus

Area of Resp. Env. Services

I. Deficiency: Manganese exceeds MCL

II. Corrective Action: Resubmit samples for testing

III. Current Status: Latest tests showed no Manganese present. See copy of last lab test result along with latest FDER Sanitary Survey.

IV. Estimated Completion Date: Project completed.

Distribution:

- Region Manager:
- Area Supervisor:
- Engineering:
- Environmental Services:
- Rates:
- Operations Administration:

1779

System Name: Hermits Cove - Water	Status Report Date: 5/14/93
County: Putnam	Area of Resp. Env. Services
<p>I. Deficiency: Manganese exceeds MCL.</p>	
<p>II. Corrective Action: Retest for manganese as it was believed that the lab test originally performed were not correct.</p>	
<p>III. Current Status: Attached are the lab test results for manganese. The results indicate the samples were within the specified MCL for manganese.</p>	
<p>IV. Estimated Completion Date: Retesting completed in November 1992.</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

System Name: Lellani Hts - Wastewater	Status Report Date: 5/14/93
County: Martin	Area of Resp. Env. Services
<p>I. Deficiency: Notice of Noncompliance (See attached letter from FDER)</p>	
<p>II. Corrective Action: See written response dated October 13, 1992 from SSU explaining the reasons for the noncompliance items.</p>	
<p>III. Current Status: No further requests were made after our October 13, 1992 response.</p>	
<p>IV. Estimated Completion Date:</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

3780

System Name: Palm Terrace - Water	Status Report Date: 5/14/93
County: Pasco	Area of Resp. Env. Services
<p>I. Deficiency: Noncompliance letter dated 11/30/92 (copy attached) for not sampling in a timely fashion.</p>	
<p>II. Corrective Action: Provide routine sampling as required. See attached response and lab test results.</p>	
<p>III. Current Status: Problem rectified.</p>	
<p>IV. Estimated Completion Date:</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

System Name: Point O Woods - Water	Status Report Date: 5/14/93
County: Citrus	Area of Resp. Engineering
<p>I. Deficiency: Iron exceeds MCL</p>	
<p>II. Corrective Action: Company entered into Consent Order (# 92-1613) with FDER on September 21, 1992 to make improvements to the water system to maintain iron at or below the maximum contaminant level. The company has spent \$446,000 for the installation of new wells, iron filters, and associated plant equipment. The new plant was cleared for service on December 4, 1992. Attached is a copy of the letter from FDER that closes Consent Order # 92-1613.</p>	
<p>III. Current Status: Problem corrected.</p>	
<p>IV. Estimated Completion Date: Project completed.</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	

1783 3782

System Name: Zephyr Shores - Wastewater	Status Report Date: 5/14/93
County: Pasco	Area of Resp. Env. Services/Corp. Development
<p>I. Deficiency: Inadequate disposal capacity</p>	
<p>II. Corrective Action: Interconnect with Pasco County and divert raw wastewater to the County for treatment as necessary.</p>	
<p>III. Current Status: Interconnect completed December 16, 1992.</p>	
<p>IV. Estimated Completion Date: Project Complete</p>	
<p><u>Distribution:</u></p> <p>Region Manager: Area Supervisor: Engineering: Environmental Services: Rates: Operations Administration:</p>	