

ORIGINAL

City of Longwood



175 WEST WARREN AVENUE  
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197  
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February 1, 2006

VIA OVERNIGHT DELIVERY

Ms. Blanca Bayo  
Commission Clerk and Administrative Services Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

RECEIVED - FPSC  
FEB - 2 AM 10: 37  
COMMISSION  
CLERK

Re: Docket No. 040384-WS; Application of Sanlando Utilities Corporation for an Amendment of Water and Wastewater Certificates in Seminole County, Florida

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket is the original and fifteen (15) copies of the Second Amended Direct Testimony of Richard Kornbluh with attachments.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

Richard S. Taylor, Jr.

- MP \_\_\_\_\_
- OM 3
- TR org
- CR ( )
- CL 1 RST/ps
- PC \_\_\_\_\_ Enclosures
- CA \_\_\_\_\_
- CR \_\_\_\_\_
- GA \_\_\_\_\_
- EC 1
- TH \_\_\_\_\_

cc: Jennifer Brubaker, Esquire (with enclosures)  
Valerie Lord, Esquire (with enclosures)

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DOCUMENT NUMBER-DATE  
00993 FEB-2 06  
FPSC-COMMISSION CLERK

**ORIGINAL**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO.: 040384-WS**


**IN RE:** Application of  
**SANLANDO UTILITES**  
**CORPORATION** for amendment  
of water and wastewater certificates  
in Seminole County, Florida.

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**SECOND AMENDED NOTICE OF FILING**

**COMES NOW** the City of Longwood, and hereby gives notice of filing in the above-referenced docket the Second Amended Direct Testimony of Richard Kornbluh, on behalf of the City of Longwood.

Respectfully submitted on this 24 day of  
February, 2006, by:



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Richard S. Taylor, Jr., Esquire  
Florida Bar No.: 221686  
531 Dog Track Road  
Post Office Box 1117  
Longwood, Florida 32752-1117  
Telephone: (407) 339-7888  
Attorney for City of Longwood

DOCUMENT NUMBER-DATE

00993 FEB-28

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO. 40384-WS**

**CITY OF LONGWOOD'S**

**SECOND AMENDED TESTIMONY OF**

**RICHARD KORNBLUH**

**REGARDING THE APPLICATION FOR**

**AMENDMENT TO CERTIFICATES 247-W AND 189-S**

**IN SEMINOLE COUNTY, FLORIDA**

DOCUMENT NUMBER-DATE

00993 FEB-28

FPSC-COMMISSION CLERK

1                                    **SECOND AMENDED TESTIMONY OF RICHARD KORNBLUH**

2    Q.    **Please state your name and business address.**

3    A.    My name is Richard Kornbluh and my business address is 180 East Warren  
4           Avenue, Longwood, Florida 32750

5    Q.    **By whom are you employed and in what capacity?**

6    A.    I am employed by the City of Longwood. Presently, I serve as the Utilities  
7           Division Manager.

8    B.    **Please summarize your background and experience in the industry of  
9           providing water and sewer service to the public.**

10   A.    I have been employed by the City of Longwood since 1979. I began as an  
11           operator trainee, and received my Class "C" wastewater treatment plant and water  
12           treatment plant operators' certification in 1980. I have since received by Class  
13           "A" certifications in water treatment plant operations in 1985, and in wastewater  
14           in 1987. From 1988 to 1994 I held the position of Public Works Director, and I  
15           have held the position of Utility Division Manager since 1994. I also taught the  
16           preparatory course for both water plant operators and wastewater plant operators  
17           at the C and B levels at Seminole Community College from 1987 to 1994. These  
18           courses are required by the State prior to sitting for the certification exam.

19   Q.    **Did the City of Longwood enter into a Tri-Party Agreement with Sanlando  
20           Utilities Corporation and S.I.D. Corporation, Inc.?**

21   A.    Yes. A copy of the Tri-Party Agreement is attached hereto as RK-1.

22   Q.    **Does the Tri-Party Agreement incorporate a separate Agreement between  
23           Sanlando Utilities Corporation and S.I.D. Corporation, Inc.?**

24   A.    Yes. It is dated December 7, 1971.

25   Q.    **What does the Tri-Party Agreement (RK1) and the attached Agreement**



1 A. Yes. Longwood and Sanlando entered into a Utility Transfer Agreement I believe  
2 around January 21, 1976. A copy of the Utility Transfer Agreement is attached  
3 hereto as Exhibit RK-2.

4 Q. **What did this Utility Transfer Agreement provide for?**

5 A. The Utility Transfer Agreement provided similar language as the Tri Party  
6 Agreement for the City of Longwood to take over the water and sewer service.  
7 However, it provided for the taking over of water and sewer services in individual  
8 developments as well as all of the developments. This Agreement also covered  
9 not only the 186 homes in Winson Manor, but also covered Agreements between  
10 Sanlando and the developers of Sleepy Hollow, Devonshire and The Moorings  
11 subdivisions.

12 Q. **Has Sanlando Utilities Corporation, Inc. ever, since the signing of the Tri-**  
13 **Party Agreement and the Utility Transfer Agreement, acknowledged the**  
14 **Agreement and agreed to transfer the subject utilities to the City of**  
15 **Longwood?**

16 A. Yes. In a letter from Lester N. Mandell, President of Sanlando Utilities  
17 Corporation dated March 3, 1992. A copy of said letter is attached as Exhibit RK-  
18 3.

19 Q. **Are you familiar with the area which Sanlando Utility seeks to add to its**  
20 **Public Service Commission certificates?**

21 A. Yes. It seeks to add areas that include all of the subdivisions covered by the  
22 Utility Transfer Agreement and Tri-Party Agreement.

23 Q. **Has the City of Longwood given notice to Sanlando Utilities Corporation that**  
24 **it desires to take over the operation of the sewer and water service in the**

25

1 subdivisions covered by the Utility Transfer Agreement and Tri-Party  
2 Agreement?

3 A. Yes. The City of Longwood gave notice through a letter dated October 24, 2001  
4 which is attached hereto as Exhibit RK-4.

5 Q. **Has Sanlando Utilities Corporation agreed to voluntarily turn over the sewer**  
6 **and water utilities to the City of Longwood?**

7 A. No. They have failed and refused to comply with the Tri Party Agreement and  
8 Utility Transfer Agreement.

9 Q. **Is the City of Longwood ready, willing and able to assume the responsibility**  
10 **of operating the sewer and water utility services pursuant to the Tri-Party**  
11 **Agreement and Utility Transfer Agreement?**

12 A. Yes.

13 Q. **Does the City of Longwood have sufficient water capacity to serve the subject**  
14 **territory?**

15 A. Yes. Longwood presently uses approximately 1.951 million gallons of water per  
16 day. It has capacity for 2.537 million gallons per day. The permit from St. Johns  
17 River Water Management reflecting the current capacity is attached hereto as  
18 Exhibit RK-5.

19 Q. **Does the City of Longwood have sufficient sewer capacity to serve the subject**  
20 **territory?**

21 A. Yes. The City of Longwood presently accepts 530,000 gallons of wastewater per  
22 day. It has an Agreement with Seminole County for treatment of up to 1.2 million  
23 gallons per day (GPD). A copy of the Agreement with Seminole County is  
24 attached as Exhibit RK-6.

1 Q. **Does the Agreement for sewer treatment have any geographical restrictions**  
2 **on the sewage which the County will treat?**

3 A. No. The Agreement allow for treatment in areas outside the City of Longwood,  
4 although all of the areas in the applicants requested expansion of the authorized  
5 area is within the City limits of the City of Longwood.

6 Q. **Have you calculated the capacity for sewer and water that will be required**  
7 **in the subject areas?**

8 A. Water will be approximately 147,000 gallons per day and sewer 147,000 gallons  
9 per day. Both are well within the current capacity of the City of Longwood.

10 Q. **Will Sanlando Utilities Corporation request to expand its territory duplicate**  
11 **or compete with the service provided by the City of Longwood?**

12 A. Yes. The City has existing service in the area. The City has a force main along  
13 the East side of Rangeline Road and water service also available at that location.  
14 The refusal of Sanlando to turn over the utilities per the Sewer Transfer  
15 Agreement is in itself competing with the City and causing it substantial loss of  
16 profits.

17 Q. **Have you done an analysis and comparison of rates between the City of**  
18 **Longwood and Sanlando Utilities?**

19 A. Yes. Based upon a common household usage of 10,000 gallons of water per  
20 month and sewer the total bill for Sanlando customers would be \$35.05 per month  
21 and the total bill for the City of Longwood would be \$35.80 per month.

22 Q. **Does the City of Longwood have the financial ability to serve the subject**  
23 **territory?**

24 A. Yes. The City of Longwood has significant financial ability. Copies of the City  
25



1 of Longwood 2005/2006 utility budget, assets, utility balance sheet and utility  
2 income statements are attached as Composite Exhibit RK-7.

3 **Q. Does the City of Longwood have the technical ability to serve the subject**  
4 **territory?**

5 A. Yes. All of the operators at the City of Longwood water treatment plant are  
6 licensed. The City has two (2) operators with Class C licenses. A third operator  
7 has a Class A license. Copies of the licenses are attached hereto as Composite  
8 Exhibit RK-8. All of the sewer treatment is contracted to Seminole County whom  
9 complies with all regulatory requirements.

10 **Q. Is the Cities proposal to serve the subject area consistent with the local**  
11 **comprehensive plan?**

12 A. Yes.

13 **Q. Are you aware of the cost increases since January, 2000 for materials and**  
14 **labor for the construction, maintenance and expansion of water and**  
15 **wastewater systems?**

16 A. Yes. I have been involved very closely in these areas as the Utility Director for  
17 the City of Longwood since 1979.

18 **Q. What is your estimate of the cost increase to acquire the Water and**  
19 **Wastewater system in the subject areas from Sanlando Utility since the year**  
20 **2000 when the RMA Analysis was done?**

21 A. Approximately twenty-five percent (25%) higher.

22 **Q. With the increase in cost will the City of Longwood still be able to maintain**  
23 **a profitable water and sewer system?**

24 A. Yes.

1 Q. **Is it in the public's best interest to have the City of Longwood provide service**  
2 **in the subject area?**

3 A. Yes. None of the costs of connecting the existing customers to the City of  
4 Longwood system will be paid directly by the customers. Existing funds and  
5 future revenues will pay for the connection. This is also true of the existing  
6 infrastructure which is over thirty years old and will need to be upgraded in the  
7 foreseeable future. The City of Longwood has a greater ability to upgrade and  
8 maintain the infrastructure. The rates are comparable for users in typical  
9 consumption ranges. The City of Longwood with its conservation rates are  
10 protecting the ability of the City to provide quality water to its customers in the  
11 future. Sanlando Utility Corporation does not protect the interest of future water  
12 availability by failing to have a conservation rate system.

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Approved by - 10. 8. 10 Mr. [unclear]  
Attest: [unclear] Secretary  
K. [unclear]

TRI-PARTY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1972, by and between THE CITY OF LONGWOOD, FLORIDA, a municipal corporation chartered by the State of Florida (hereinafter referred to as the "City"), party of the first part; SANLANDO UTILITIES CORPORATION, a Florida corporation (hereinafter referred to as "Utilities"), party of the second part; and S. I. D. CORPORATION, INC., a Florida corporation (hereinafter referred to as "Developer"), party of the third part;

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property more particularly described in Exhibit "A" attached hereto, which shall hereinafter be referred to as the "Subject Property"; and

WHEREAS, the Developer intends to develop the Subject Property into approximately one hundred eighty-six (186) residential building lots upon which single-family houses are to be constructed; and

WHEREAS, Developer has entered into an agreement with Utilities wherein and whereby Utilities has agreed to furnish water and sewer service to the houses to be constructed on the Subject Property; and

WHEREAS, the Subject Property is located within the City of Longwood, Florida; and

WHEREAS, the City is planning to create a water and sewer facility which will eventually serve Subject Property and other areas in the vicinity thereof; and

WHEREAS, the City is only willing to allow Utilities to serve the Subject Property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the parties hereto hereby agree:

1. Utilities and Developer hereby agree that the City is and is hereby made a third party beneficiary of the Agreement between Developer and Utilities dated December 7, 1971, which is attached hereto as Exhibit "B", so far as the Agreement relates to the transfer of facilities and service to the City.

2. Utilities and Developer hereby agree that at the time the City is willing and able to furnish water and sewer service to all of the one hundred and eighty-six (186) houses erected or to be erected, on the Subject Property, the Utilities will cease providing such service to said houses and will convey to the City all water and sewer facilities of whatsoever nature or kind, lying within the Subject Property, including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals, connections and meters, and all necessary easements accomodating such facilities by bill of sale and warranty deed free and clear of all liens and encumbrances whatever. Said conveyance shall be made to the City without cost within ninety (90) days after the City, by written notice, advises the Utilities and Developer that the City is willing and able to furnish water and sewer services to the houses located within the boundaries of the Subject Property. At the time of such conveyance, Utilities shall cooperate with the City, and upon such transfer, this Agreement shall terminate.

3. The City hereby agrees that until such time as the City is able and willing to provide sewer and water service to all said houses in the Subject Property, Utilities shall have

the right to provide such service to such houses in accordance with the terms and conditions of the Certificates of Convenience and Necessity issued by Seminole County, Florida under which it is presently providing such service to houses in the vicinity of the Subject Property, as the same may be from time to time and this Agreement shall be and is hereby made a permit and license for Utilities to provide such service on such terms and conditions to the houses to be erected in the Subject Property; provided, however, Utilities shall be subject to such reasonable rules and regulations established by the City and also subject to such ad valorem taxes and utility tax as may be assessed on Utilities and/or the user of Utilities.

4. Notwithstanding any provision contained in the Agreement attached hereto as Exhibit "B", Utilities and Developer are hereby bound to fully perform the terms of this Tri-Party Agreement by conveyance and transfer of the facilities without cost to the City as provided herein. This Agreement shall be specifically enforceable in a court of competent jurisdiction and the prevailing party shall be allowed a reasonable attorney's fee and costs incurred as a result of litigation.

5. Notices required under the terms of this Agreement shall be delivered to the parties at the present respective addresses:

UTILITIES  
Post Office Box 576  
Casselberry, Florida 32707

DEVELOPER  
619 East Colonial Drive  
Orlando, Florida

CITY  
City Hall  
Longwood, Florida 32750

If notice to Utilities and Developer cannot be made to at the aforesaid addresses, then same shall be made to the last known address as contained in the records of the Secretary of the State of Florida. Any notice required or permitted hereunder shall be considered properly made if in writing and mailed by the United States Mail, postage prepaid, to the addresses set forth herein.

6. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the full agreement of the parties with respect to the subject matter herein and shall only be changed by writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals to be affixed hereto on the day and year first above written.

Signed, sealed and delivered THE CITY OF LONGWOOD, FLORIDA  
in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

SANLANDO UTILITIES CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

Secretary

S. I. D. CORPORATION, INC.

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

EXHIBIT "A"

WINSOR MANOR

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 650 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less. *county parcels*

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less. *LOTS 181-188*

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less. *LOT #180*

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less. >

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

EXHIBIT "B"

A G R E E M E N T

THIS AGREEMENT dated this 7<sup>th</sup> day of December, 1971,  
by and between SANLANDO UTILITIES CORPORATION, a Florida  
corporation, hereinafter referred to as "Utilities," and S. I. D.  
CORPORATION, INC., a Florida corporation, hereinafter referred  
to as the "Developer."

P R E M I S E S

WHEREAS, Developer is the owner or contract purchaser of  
certain tracts of real property situate in Seminole County,  
Florida, described with particularity in Schedule "A" attached  
hereto and made a part hereof, which property shall be herein-  
after referred to as the "Property;" and

WHEREAS, Developer intends to develop and improve the  
Property into a residential area containing one hundred eighty-  
six (186) building sites for single family residences; and

WHEREAS, in connection with such development it is neces-  
sary for the Developer to provide adequate water and sewer ser-  
vice for such single family residences; and

WHEREAS, Utilities is the owner and operator of a water  
distribution system, including a water plant, and a sewerage  
collection system, including a sewer plant, which is located on  
property in the vicinity of the Property (hereinafter referred  
to as "Utilities' Property"), serving real property in close  
proximity to the Property; and

WHEREAS, Developer has requested Utilities to make avail-  
able Utilities' water and sewer systems to the Property; and

WHEREAS, Utilities has agreed to make its water and sewer  
systems available to the Property on the terms and conditions  
hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and  
the work to be done by Utilities and the sums to be paid to  
Utilities by Developer as described hereafter, Developer and  
Utilities agree as follows:



1. EXCLUSIVE SERVICE TO THE PROPERTY. Subject to the Developer performing the conditions of this Agreement to be performed by Developer, Utilities hereby agrees to make water and sewer service available to the one hundred eighty-six (186) single family residences hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement; and provided that Utilities performs the conditions of this Agreement to be performed hereunder by Utilities, Developer hereby agrees and covenants that for a period of thirty (30) years all improvements hereafter constructed on said Property shall be served exclusively by Utilities' water and sewer systems, and Developer further agrees that such grant and agreement shall be a covenant binding upon and running with title to the Property.

Notwithstanding the foregoing, Utilities freely agrees that in the event the City of Longwood, Florida shall extend its water and sewer service to the Property at any time during the term of the Agreement, Utilities shall turn over and convey all of its facilities located on the Property to said City and shall thereafter have no right or obligation to provide water and sewer service to the Property. Utilities agrees that such service shall be made available as needed by Developer through Utilities' presently existing and hereafter expanded plants and other facilities located on Utilities' Property, and through the extension of water and sewer lines from the Property to a point where Utilities' existing lines are located, which shall be constructed by Developer and through the on-site facilities to be constructed by Developer pursuant to Paragraph 5 hereof. Utilities further agrees that the sewer service to be provided hereunder shall meet the standards or requirements, as the case may be, of the Federal Housing Administration, the Veterans Administration, the Seminole County Board of Health and the Florida State Board of Health; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said requirements or standards to the extent such failure shall be occasioned by the inadequacy of the on-site facilities constructed by Developer in accordance with Paragraph 5 hereof, and further, acceptance of a conveyance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility.

2. CERTIFICATE OF CONVENIENCE AND NECESSITY OR FRANCHISE.

On or before twenty (20) days from the date hereof, Utilities hereby agrees to file, at its expense, such application as may be necessary with the City of Longwood, Florida, to permit Utilities to provide water and sewer service to the Property for the term of this Agreement. Upon the filing of the application, Utilities agrees to use due diligence to pursue whatever action is reasonably necessary or required to obtain such permission. In the event such permission is not granted within one hundred twenty (120) days after the filing of the request therefor, then in such event, either party hereto may cancel and terminate this Agreement at any time until such permission is granted, and in the event of such cancellation and termination, the parties hereto shall have no further obligation to each other hereunder, and all sums paid hereunder by Developer to Utilities shall be refunded.

3. RESPONSIBILITY FOR SERVICE, CONSTRUCTION AND CAPACITY.

The Developer hereby agrees to acquire the right of way for and to construct at its own cost and expense the line extension necessary to connect the one-site water and sewer systems to be installed in accordance with Paragraph 5 hereof to the facilities of Utilities at a point or points where Utilities' existing water and sewer lines are located, to be designated by Utilities. Such construction shall be in accordance with the Plans and Specifications approved by Utilities. The Developer shall convey ✓

the line extension and the right of way therefor to Utilities as a condition precedent to service to the Property. Such conveyance shall be by appropriate instrument, conveying the same free and clear of all liens and encumbrances. Subject to the provisions of Paragraph 4 hereof, Utilities shall and hereby agrees to provide capacity in its water and sewer plants to serve one hundred eighty-six (186) residences to be constructed on the Property. Utilities hereby agrees to provide water and sewer service to the Property within one hundred twenty (120) days from the date of the receipt of the approval described in Paragraph 2 hereof or at the time that the line extension and the on-site improvements on the Property are completed in accordance with this Agreement, whichever is later. Utilities' obligation under this Agreement, including but not limited to the obligation contained in this paragraph, shall be contingent on the Developer not defaulting on any of its obligations hereunder.

4. CONTRIBUTION IN AID OF CONSTRUCTION OF PLANT CAPACITY.

The Developer hereby agrees to contribute to Utilities for aid in constructing new plant facilities and lines the sum of FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00); said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in lieu of any and all tap-in or connection fees for the one hundred eighty-six (186) single-family residences which are to be constructed on the Property and connected to and served by Utilities' System. Said FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00) shall be paid by the Developer upon the execution of the Agreement. Said sum shall not be refundable in the event that the Property is subsequently served by the utility systems of the City of Longwood.

5. ON-SITE INSTALLATION BY DEVELOPER. Developer agrees to commence development of the Property into residential building sites within one hundred twenty (120) days from the date of receipt of the approval described in Paragraph 2. As the Property

is developed into residential units, the Developer shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities, including generally all the water and sewer utility facilities or whatever nature or kind needed to connect the residential units to be constructed on the Property to the line extension to be constructed by the Developer in accordance with Paragraph 3 hereof, and including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals and service connections to serve the residential units to be constructed on the Property. The Developer agrees that the construction and installation of such on-site facilities and line extension shall be subject to the following:

(A) The on-site facilities and line extension shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of the State Board of Health, the Seminole County Board of Health and the City of Longwood, Florida, and the Developer shall obtain approval thereof from such agencies prior to commencement of construction.

(B) The Developer, upon approval of the plans and specifications by Utilities, as provided in Subparagraph (A) hereof, shall construct such on-site facilities and line extension strictly in accordance with such plans and specifications. It shall keep Utilities advised as to the progress of such construction and shall afford Utilities the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

6. INSPECTION. In addition to approving the plans and specifications for on-site work and line extension to be accomplished by Developer, Utilities may, at its option, inspect

such work as it progresses to determine whether it is being accomplished in accordance with said plans and specifications. Such inspection shall be at the expense of Utilities; provided, however, that upon request Developer shall make available for inspection by Utilities any inspection or progress report prepared by Developer's engineer or any engineer retained by a lending institution in connection with a development or construction mortgage loan on the Property. Such reports shall be made available without cost to Utilities. In the event that Utilities shall elect pursuant to this Paragraph to make regular inspections at specific stages of the on-site work, or at the time of particular events, notice to such effect shall be given to Developer in writing specifying the stages or events for inspection. Subsequent to said written notice, Developer shall give Utilities a Notice to Inspect at appropriate times, upon receipt of which Utilities shall accomplish its inspection within twenty-four (24) hours unless notice be received on a Friday or Saturday, in which case inspection shall be accomplished the following Monday. Anything contained in this Paragraph or done pursuant hereto notwithstanding, Utilities, by inspecting or not inspecting, to any extent whatsoever, shall not assume responsibility for construction or installation of on-site improvements and shall in no way be considered to waive any rights available to it or defaults on the part of Developer, or to consent to any defects, omissions or failures in the on-site work to be accomplished by Developer.

✓ 7. CONVEYANCE OF ON-SITE FACILITIES. At the time the Developer desires to connect the on-site sewer facilities constructed by it to Utilities' sewer system with respect to any phase of the Property and as a condition precedent for the right to make such connection, the Developer shall convey to Utilities, at no cost to Utilities, all such on-site facilities

and line extension, including specifically, but not a limitation, sewer lines, mains and lift stations, laterals and connections, by bill of sale and warranty deed, free and clear of all liens and encumbrances whatsoever. The cost of all materials, construction and installation for on-site water and sewer facilities and line extension shall be paid in full by the Developer prior to the transfer of such facilities to Utilities, and at the time of such transfer to Utilities, Developer shall warrant that all such costs have been paid in full and furnish to Utilities such evidence thereof as it may reasonably require.

8. RATES. The rates to be charged by Utilities for water and sewer service to persons residing in the units hereafter built on the Property shall be those charges made by Utilities to its other customers and those charges from time to time agreed on by and between Utilities and the County of Seminole, or any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to such customers also shall be subject to such other regulations from time to time imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion of and control of Utilities.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Seminole County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonably and necessarily required for the purpose of serving the Property, or portions thereof, with the sewer service to be provided hereunder by Developer.

10. ✓ NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

Sanlando Utilities Corporation  
Post Office Box 576  
Casselberry, Florida

Developer:

S. I. D. Corporation, Inc.  
639 E. Colonial Drive  
Orlando, Florida

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

✓ 11. MISCELLANEOUS. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement. ( This Agreement shall inure to the benefit of and be binding upon the heirs and assigns of the parties hereto and shall constitute a covenant running with the Property. This Agreement shall be governed by the Laws of the State of Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts, each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals

to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

SANLANDO UTILITIES CORPORATION

Nels C. Hertz By: Lester N. Mandell  
President  
Virginia T. Jensen Attest: [Signature]  
Secretary

S. I. D. CORPORATION, INC.

Nels C. Hertz By: [Signature]  
President  
Virginia T. Jensen Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LESTER N. MANDELL and <sup>John F. Lowndes</sup> ~~LESTER ZEMMERMAN~~ and ~~Assistant~~ Secretary respectively of SANLANDO UTILITIES CORPORATION, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of September, 1971.

Nels C. Hertz  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES OCT 5, 1974  
BONDED THROUGH FRED W. DILLSCHEIDT

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] and [Signature], well known to me to be the



President and Secretary respectively,  
of Sh. S. Corporation Inc. and that they severally acknow-  
ledged executing the same in the presence of two subscribing  
witnesses freely and voluntarily under authority duly vested in  
them by said corporation and that the seal affixed thereto is the  
true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 7<sup>th</sup> day of September, 1974.

Nela C. Hoetz  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 5, 1974  
BONDED THROUGH FRED W. DIEBTELHORN

SCHEDULE "A"

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less.

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less.

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less.

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less.

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

Executed for Identification:

SANLANDO UTILITIES CORPORATION

By: Lucas D. Monahan, P.E.

S. I. D. CORPORATION, INC.

By: Stephen J. [Signature]

UTILITY TRANSFER AGREEMENT

THIS UTILITY TRANSFER AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1976 by and between THE CITY OF LONGWOOD, FLORIDA, a municipal corporation chartered by the State of Florida (hereinafter referred to as the "City"), and SANLANDO UTILITIES CORPORATION, a Florida corporation (hereinafter referred to as "Utilities");

W I T N E S S E T H:

WHEREAS, Utilities has entered into certain utility agreements with various real property developers wherein and whereby Utilities has agreed to furnish water and sewer service to certain subdivisions developed or being developed within the municipal boundaries of the City, which said subdivisions are more particularly described on Exhibit A attached hereto and made a part hereof by this reference thereto (each such development being referred to individually as a "Development" and jointly as the "Subdivisions"); and

WHEREAS, Utilities has title to all lines, mains, lift stations, and other facilities associated with providing water and sewer service to the Subdivisions; and

WHEREAS, the City is planning to create a water and sewer facility which will eventually serve the Subdivisions and other areas in the vicinity thereof; and

WHEREAS, Utilities is serving the Subdivisions with water and sewer and the City is only willing to allow Utilities to serve the Subdivisions on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the parties hereto agree:

- 1. Utilities hereby agrees that the City is and is hereby made a third party beneficiary to these certain

Utility Agreements between certain developers and Utilities (a list of said Utility Agreements is attached hereto as Exhibit B, and made a part hereof by this reference thereto), so far as the Utility Agreements relate to the transfer of facilities and service to the City.

2. Utilities hereby agrees that at the time the City is willing and able to furnish both water and sewer service to all of the lots in an entire Development as the same are enumerated on Exhibit A, then Utilities will cease providing both such services to said Development and will convey to the City all water and sewer facilities of whatsoever nature or kind, lying within the Development which are used solely for said Development, and are not used for the furnishing of services to other customers of Utilities, including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals, connections and meters, and all necessary easements accommodating such facilities, by special bill of sale and quit claim deed. Said conveyance shall be made to the City, without cost, within ninety (90) days after the City, by written notice, advises the Utilities that the City is willing and able to furnish both water and sewer services to a Development. At the time of such conveyance, Utilities shall cooperate with the City in connection with the transfer then being made, and upon such transfer with respect to all the Developments comprising the Subdivisions, this Agreement shall terminate. The City shall be solely responsible for providing sewer and water services to each Development transferred to it, and upon such transfer Utilities shall have no further obligation or responsibility with respect thereto.

3. The City hereby agrees that until such time as the City is able and willing to provide both sewer and water service to an entire Development as described in Exhibit B,

Utilities shall have the right to provide such service to such Development in accordance with the rules and regulations and certifications of the Florida Public Service Commission under which it is presently providing such service, as the same may be from time to time, and this Agreement shall be and is hereby made a permit and license for Utilities to provide such service under the jurisdiction and control of the Florida Public Service Commission; provided, however, Utilities shall be subject to such reasonable rules and regulations established by the City not inconsistent with the jurisdiction of the Florida Public Service Commission and also subject to such ad valorem taxes and utility tax as may be assessed on Utilities and/or the user of Utilities.

4. Notwithstanding any provision contained in the Utility Agreements described in Exhibit B, Utilities is hereby bound to fully perform the terms of this Agreement by conveyance and transfer of the facilities without cost to the City as provided herein. This Agreement shall be specifically enforceable in a court of competent jurisdiction and in the event of suit, the prevailing party shall be allowed a reasonable attorney's fee and costs incurred as a result of litigation.

5. Notices required under the terms of this Agreement shall be delivered to the parties at the present respective addresses:

UTILITIES  
Post Office Box 576  
Castelberry, Florida 32707

CITY  
City Hall  
Longwood, Florida 32750

If notice to Utilities cannot be made at the aforesaid address, then same shall be made to the last known address as contained in the records of the Secretary of the State of Florida. Any notice required or permitted hereunder shall

be considered properly made if in writing and mailed by the United States Mail, postage prepaid, to the addresses set forth herein.

6. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the full agreement of the parties with respect to the subject matter herein and shall only be changed by writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed by the Laws of the State of Florida.

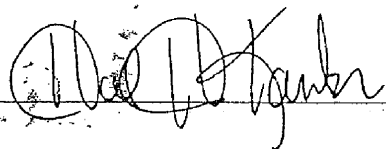
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals to be affixed hereto on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE CITY OF LONGWOOD, FLORIDA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Sheila M. Tuttle

SANLANDO UTILITIES CORPORATION

By:   
President

Attest:   
Secretary

EXHIBIT "A"

DEVELOPMENTS WITHIN BOUNDARIES OF CITY OF LONGWOOD AND  
SERVED BY SANLANDO UTILITIES CORPORATION.

SLEEPY HOLLOW SUBDIVISION

The NE 1/4 of the SW 1/4 of the SE 1/4; and the N 3/4 of the NE 1/4 of the SE 1/4; and all that part of the NW 1/4 of the SE 1/4, lying East of State Highway No. 400 (interstate Highway No. 4); and all that part of the SE 1/4 of the SW 1/4 of the SE 1/4, lying North of Sanlando Springs, Live Oak Section as recorded in Plat Book 9, Page 28, Public Records of Seminole County, Florida; all in Section 35, Township 20 South, Range 29 East,

ALSO:

Lots 12 and 13, Block "B", and Lots 12 and 13, Block "C", Sanlando Springs, Live Oak Section, as recorded in plat book 9, page 28, Public Records of Seminole County, Florida.

ALSO:

All that part of Garden Lane lying North of Lot 13, Block "C", and lying North of Red Oak Lane; and all that part of Colonial Lane lying south of Lot 12, Block "C", and lying North of Lot 13, Block "B"; and all of Charles Street lying South of Lot 12, Block "B", and lying south of Red Oak Lane; and all of Red Oak Lane; all according to the plat of Sanlando Springs, Live Oak Section as recorded in Plat Book 9, Page 28, Public Records of Seminole County, Florida.

ALSO:

All of Tarry Town Trail and all that part of Charles Street lying North of Tarry Town Trail according to the plat of Sleepy Hollow as recorded in Plat Book 15, Pages 64 and 65, Public Records of Seminole County, Florida.

WINSOR MANOR SUBDIVISION

Parcel No. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lane Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less.

Parcel No. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less.

Parcel No. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less.

Parcel No. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less.

Parcel No. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

#### DEVONSHIRE SUBDIVISION

The South 1/2 of Government Lot 1, (LESS the Northwest 1/4 of the Southwest 1/4 of Government Lot 1 and LESS the North 438 feet of the East 928 feet of South 1/2 of Government Lot 1); AND the Northeast 1/4 of Government Lot 2; ALL in Section 36, Township 20 South, Range 29 East, Public Records of Seminole County, Florida. Subject to an easement and right-of-way over the East 33 feet of the above described property; AND ALSO

← The Southwest 1/4 of the Northwest 1/4 of the South 1/2 of Lot 1, in Section 36, Township 20 South, Range 29 East.

#### THE MOORINGS SUBDIVISION:

The West 318.45 feet of the South 1/2 of Government Lot 2, Section 36, Township 20 South, Range 29 East, North of State Road 434; ALSO: the South 210.0 feet of the West 318.45 feet of the North 1/2 of Government Lot 2, Section 36, Township 20 South, Range 29 East.



EXHIBIT "B"

List of Utility Agreements Between  
SANLANDO UTILITIES CORPORATION and the  
developers of Developments described in Exhibit "A"

1. SLEEPY HOLLOW SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and International Land  
Planning, Inc., dated August 25, 1971

2. WINSOR MANOR SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and S.I.D. Corporation,  
Inc., dated December 7, 1971

3. DEVONSHIRE SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and Sea Coast Construction  
Corp., dated January 19, 1972

4. THE MOORINGS SUBDIVISION:

Utility Agreement between Sanlando  
Utilities Corporation and Lake Nan,  
Inc., dated May 15, 1973



U / 3-4-92

# Sanlando Utilities CORPORATION

March 3, 1992

RECEIVED  
CITY OF LONGWOOD  
92 MAR -4 PM 11:00

Dr. Andrea Perry, Ph.D.  
Mayor, City of Longwood  
City Hall  
175 West Warren Avenue  
Longwood, Florida 32750

Re: Sanlando Utilities Corp.

Dear Mayor Perry:

As President of Sanlando Utilities Corp., I was both shocked and surprised when Paul Lovestrand appeared on behalf of the City of Longwood before the Seminole County Commission on February 11, 1992 and told the Commission that the facilities in the City of Longwood which Sanlando is using to serve its customers who reside in Longwood, including lines, mains and lift stations, belonged to the City of Longwood. He also stated that the Longwood customers belonged to Longwood, and that Sanlando could not sell these assets and customers to a third party.

Our understanding of our relationship with the City of Longwood is entirely different than the relationship characterized by Mr. Lovestrand. In the early 1970s, Sanlando was asked by certain developers to provide water and sewer service to homes in subdivisions these developers were developing in the City of Longwood. Sanlando was at that time providing service in subdivisions outside, but adjacent to, Longwood. Sanlando agreed to provide these developers with utility service on the same basis as it was serving developers outside Longwood. This basis was that the developers would pay Sanlando connection fees and would convey Sanlando all of the lines, mains, lift stations, etc. installed in their subdivisions. These developers entered into the standard written agreements with Sanlando, giving Sanlando the exclusive right to provide service in these subdivisions, and they conveyed to Sanlando by deeds and bills of sale all of the lines and mains, etc. they installed in their subdivisions.

In order for the developers to make these arrangements with Sanlando, the City of Longwood had to give Sanlando the right to

P.O. BOX 3084 • LONGWOOD

RK-3

1 of 3

Dr. Andrea Perry, Ph.D.  
March 3, 1992  
Page 2

provide utilities within the City. The City did this both expressly, as I am sure its minutes will reflect, and impliedly, by granting building permits and certificates of occupancy to the four to five hundred new homes being served by Sanlando, and by permitting these arrangements to continue for approximately twenty years.

The only agreement that the City extracted from Sanlando as a condition to allowing Sanlando to operate in the City, was that Sanlando would turn over to the City the lines, mains and facilities located in the City which were being used to serve Sanlando's customers in the City at such time as the City was in a position to provide both water and sewer service to these customers. So far as I know, the City has never been in a position to provide both water and sewer service to the Sanlando customers in the City. In any event, the City has never notified Sanlando it was in this position.

Based on the foregoing facts which represent my understanding of this matter, you may be able to see why Mr. Lovestrand's militant assertions on behalf of the City surprised and shocked me. In my opinion, the suggestion by Mr. Lovestrand that Sanlando was attempting to do something with assets which belonged to the City, and not Sanlando, was not only untrue, but irresponsible.

My impression from Mr. Lovestrand's performance before Seminole County is that the City of Longwood is unhappy to have Sanlando provide water and sewer service to Sanlando customers who live in the City. If this is the case, Sanlando stands ready to solve this problem for the City. In this regard, Sanlando will stand by its agreement to convey these facilities and customers to the City, so long as the City will take all the customers, both water and sewer, and pay whatever costs there might be in the transition.

As an alternative to Sanlando complying with this agreement, Sanlando also is willing to convey these customers and facilities to the City and to provide the City with water and sewer service on a wholesale basis. This will allow the Sanlando customers to become City customers, and will allow the City to bill its residents City rates. Sanlando is currently providing Seminole County water and sewer service on a wholesale basis in areas where the County has customers, but no ability to provide service, and Sanlando will provide this service to Longwood on a similar basis.

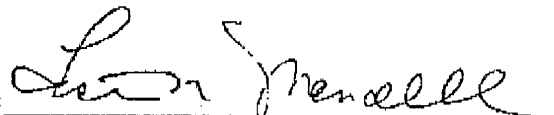
Dr. Andrea Perry, Ph.D.  
March 3, 1992  
Page 3

I hope that Mr. Lovestrand's pronouncements about the City's possessory rights to Sanlando's assets does not represent the City's view of this situation, and, in that regard, I believe it would be in everyone's best interest for this relationship to be clarified. Moreover, I hope the City will be interested in taking its residents as City customers in the manner outlined in this letter.

I would appreciate hearing from you on these matters.

Yours very truly,

SANLANDO UTILITIES CORP.

By:   
Lester N. Mandell, President

LNM:djm



# City of Longwood

175 WEST WARREN AVENUE  
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197  
FAX (407) 260-3419

October 24, 2001

**VIA FAX & US MAIL**

Donald Rasmussen, Vice President  
Utilities, Inc. of Florida  
200 Weathersfield Avenue  
Altamonte Springs, Florida 32714

RE: Sanlando Utilities Corporation  
Tri-party Agreement and Agreement  
between Developer Utilities dated  
December 7, 1971

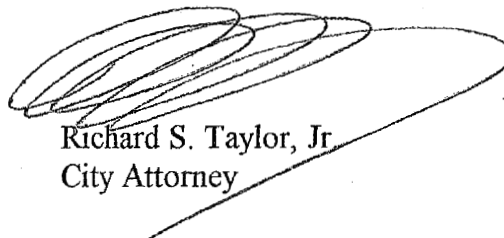
Dear Mr. Rasmussen:

This letter is in follow-up to City Administrator John Drago and my meeting with you on August 30, 2001. As you recall, we discussed the City of Longwood's intent to exercise its option to take over the water and sewer service in Sleepy Hollow, Windsor Manor, Devonshire and the Moorings subdivisions. This is pursuant to the above referenced Agreement which I furnished you copies of at the time of our meeting. We also discussed the possibility of your company continuing to treat the sewage for the City of Longwood on a wholesale basis. This would benefit both your company and the City of Longwood. You had indicated that you would have to discuss this proposal with other persons in your company and that you would get back with us. To date I have not heard from you. I telephoned you last week and left a message for you, however, I have not received a return telephone call.

Please contact me at your earliest convenience to advise as to your company's position concerning our proposal. Obviously the City of Longwood need to consummate plans to hook the sewer to our existing system if your company is not interested in treating the sewage of our customers on a wholesale basis.

I look forward to your response and cooperation.

Sincerely,



Richard S. Taylor, Jr.  
City Attorney

cc: John Drago, City Administrator  
Geri Zambri, City Clerk

RK-4

1 of 1



# St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wahlo, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

September 10, 2002

City of Longwood  
180 East Warren Ave  
Longwood, FL 32750

SUBJECT: Consumptive Use Permit Number 8274  
City of Longwood

Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on September 10, 2002.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Sincerely,

Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

Duane Ottersmeyer, CHAIRMAN  
JACKSONVILLE  
W. Michael Branch  
FERNANDINA BEACH  
Jeff K.  
MAI

RK-5

David C

oro

1 of 8

PERMIT NO. 8274  
PROJECT City of Longwood

DATE ISSUED: September 10, 2002

**A PERMIT AUTHORIZING:**

The District authorizes, as limited by the attached conditions, the use of 926.15 million gallons per year of ground water from the Floridan aquifer to supply a population of 15,278 people in 2006 with household, commercial/industrial, and water utility type uses, then the use of 926.15 million gallons per year of ground water from the Floridan aquifer from 2007 to 2012, then the use of 818.00 million gallons per year of ground water from the Floridan aquifer from 2013 to 2022.

**LOCATION:**

Site: CITY OF LONGWOOD  
Seminole County

Section(s): 31, 32

Township(s): 20S

Range(s): 30E

**ISSUED TO:**

City of Longwood  
180 East Warren Ave  
Longwood, FL 32750

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40G-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated September 10, 2002

**AUTHORIZED BY:** St. Johns River Water Management District  
Department of Resource Management

By:

  
Harold A. Wilkening III  
Director

By:

  
Kirby B. Green, III  
Executive Director

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 8274**  
**CITY OF LONGWOOD**  
**DATED SEPTEMBER 10, 2002**

1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to



curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. Landscape irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:
  - a) Irrigation using a micro-irrigation system is allowed anytime.
  - (b) The use of reclaimed water for irrigation is allowed anytime, provided appropriate signs are placed on the property to inform the general public and District enforcement personnel of such use. Such signs must be in accordance with local restrictions.
  - (c) Irrigation of, or in preparation for planting, new landscape is allowed any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment.
  - (d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices is allowed anytime within 24 hours of application.
  - (e) Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.
10. All submittals to the District regarding this permit and for demonstrating compliance with the conditions issued under this permit must include the CUP number 8274 plainly labeled on the submittal.
11. This permit will expire 20 years from the date of issuance.

12. If the permittee has complied with all the requirements of the conditions set forth in this permit, the maximum annual ground water withdrawals for household, commercial/industrial, common area landscape irrigation, essential uses, unaccounted and utility losses must not exceed:

890.60 million gallons in 2002,  
899.72 million gallons in 2003,  
908.12 million gallons in 2004,  
917.24 million gallons in 2005,  
926.15 million gallons in 2006 through 2012, and  
818.00 million gallons in 2013 through 2022.

If the permittee has not complied with all the conditions of this permit, the maximum annual ground water withdrawals for household, commercial/industrial, common area landscape irrigation and essential uses, unaccounted and utility losses must not exceed the allocation for the year during which the violation first took place until the permittee is in compliance with all the conditions of this permit.

13. Total withdrawals from Wells 1,2,3,4 and 5 must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January-June	July 31
July - December	January 31.

14. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of discovery. A defective meter must be repaired or replaced within 30 days of discovery.
15. The permittee must have all flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form EN-51 must be submitted to the District within 10 days of the inspection/calibration.
16. The lowest quality water source, such as reclaimed water or surface/storm water, must be used to supply the water needs authorized by this permit when deemed feasible pursuant to District rules and applicable state law.

17. The permittee must implement the Water Conservation Plan submitted to the District on June 29, 2000, in accordance with the schedule contained therein.
18. The permittee must implement the following in accordance with the schedule set forth herein.

A. Within 18 months of the date of issuance of this permit, permittee shall identify viable, potential water supply partners including those that could provide water supplies or partner with the permittee in the development of water supplies. In addition, permittee shall identify potential water supply projects that could be implemented with these partners to secure the quantities of water necessary to meet permittee's projected demands through 2025 without unacceptable impacts to water resources and related natural systems. Permittee shall contact these potential partners to determine the viability of developing partnership agreements with them for the identified potential water supply projects. A written description of the potential partners and projects, along with a description of the contacts between permittee and the potential partners and the viability of the development of partnership agreements, shall be submitted to the District within 18 months of the date of issuance of this permit.

B. Within 30 months of the date of issuance of this permit, permittee shall prepare and submit to the District for review, a comprehensive written report of an evaluation of the technical, economic, and environmental feasibility of implementing the identified viable projects and partnerships. The evaluations reported shall be performed to acceptable professional standards.

C. Within 36 months of the date of issuance of this permit, permittee shall identify the project(s) and partnership(s) that it proposes to implement to secure the quantities of water necessary to meet permittee's projected demands through 2025 without unacceptable impacts to water resources and related natural systems.

D. Within 42 months of the date of issuance of this permit, permittee shall provide the District with firm evidence that it has developed the necessary partnership agreement(s) for implementation of the project(s) of choice.

E. Within 48 months of the date of issuance of this permit, permittee shall have scheduled a pre-application conference with District staff to discuss the development of a consumptive use permit application for the identified project(s).

F. Within 60 months of the date of issuance of this permit, permittee and/or its partner(s) shall submit a consumptive use permit application for

implementation of the identified project(s).

19. If, in any year, the actual volume of water withdrawn by the permittee equals 95 percent or more of the amount of water allocated for use by this permit, then the permittee shall submit a report to the District explaining why the withdrawal of water by the permittee equals 95 percent or more of the amount allocated for in this permit. The report shall evaluate the effect of the following on the volume of water withdrawn by the permittee:
- A. Climatic shortfalls (drought);
  - B. Greater- than- anticipated growth in the permittee's service area;
  - C. Inefficient usage within the service area
  - D. Other factors that account for the withdrawal volume equaling 95 percent or more of the allocation.

The report must include a breakdown of the population currently being served by the permittee, an updated projection of anticipated population that will be served the following year, an evaluation as to whether the permittee anticipates it will be able to meet the water needs of the revised projected population without violating the allocations set forth in this permit, and a corrective action plan outlining actions that the permittee intends to take if the evaluation indicates that allocations will be exceeded during the following year. The report must be submitted to the District by February 15th of the year following the year in which the permittee experienced withdrawals of water equaling 95 percent or more of the amount of water allocated for use by this permit.

20. The permittee shall submit, to the District a compliance report, pursuant to subsection 373.236(3), F.S., 5, 10 and 15 years after permit issuance. Specifically, the permittee shall submit a report by March 13 of years 2007, 2012 and 2017. The report shall, at a minimum, include all the information required by the District's "Individual and Standard General Consumptive Use Permit Application Number 40C-2.1082-1" in existence at the time the permit was issued. Additionally, the report shall contain sufficient information to maintain reasonable assurances that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for permit issuance set forth in the District rules that existed at the time the permit was issued. The compliance report must:
- a) include documentation verifying that the sources are capable of supplying the needs authorized by this permit without causing harm to water and water-related resources;
  - b) include documentation verifying that use of water is efficient and that

the permittee is implementing all feasible water conservation measures;

c) include an updated ground water analysis demonstrating that the use of ground water for public supply does not interfere with legal uses existing at the time of permit issuance, and does not cause unacceptable adverse impacts to wetlands and lakes;

d) include information documenting that the projected allocation is needed;

e) include information demonstrating that the lowest quality source of water, including reclaimed water, is being used to meet water demands unless such use is not feasible pursuant to District rules.

WHOLESALE SEWAGE TREATMENT AND DISPOSAL AGREEMENT BETWEEN  
THE CITY OF LONGWOOD AND SEMINOLE COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF LONGWOOD, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida 32750, hereinafter referred to as "LONGWOOD" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY owns and operates a wastewater system located in Seminole County, Florida (hereinafter "Wastewater System") and is desirous of selling, on a wholesale basis, wastewater treatment and disposal services to LONGWOOD; and

WHEREAS, LONGWOOD owns and operates a wastewater system located in LONGWOOD; and

WHEREAS, LONGWOOD wishes to continue its connection to the COUNTY'S Wastewater System and purchase additional wastewater capacity on a wholesale basis from COUNTY to serve existing and future LONGWOOD customers,

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

SECTION 2. Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

a. "Agreement" means COUNTY/LONGWOOD Wholesale Wastewater Service Agreement as it may from time to time be modified.

b. "Collection Facilities" means the lines, pipes, meters and appurtenant equipment owned, operated and maintained by LONGWOOD to collect wastewater and to transmit the same to the COUNTY Transmission Facilities.

c. "GPD" means gallons per day.

d. "COUNTY Plant" means those treatment and disposal facilities used by COUNTY to treat wastewater and detain, transmit and dispose of said treated wastewater in accordance with applicable Federal, State and local requirements.

e. "Discharge" means the introduction of pollutants into a publicly-owned treatment works from any non-domestic source as set forth in Chapter 403, Florida Statutes (1997).

f. "Industrial User" means a source of discharge.

g. "Publicly-Owned Treatment Works (POTW)" means a treatment works, as defined by Section 212 of the Clean Water Act, owned by the COUNTY including any devices and systems used to pump, store, treat, recycle and reclaim sewage, or industrial wastes of a liquid

nature. POTW shall also include public sewers conveying wastewater to the POTW treatment plant, but shall not include pipes, sewers, or other conveyances not connected to a facility providing treatment and shall further include sewers conveying wastewater to the POTW from outside the COUNTY's boundaries who are users of the COUNTY's POTW by agreement with the COUNTY.

h. "Transmission Facilities" means those lines, pipes, force mains, pumps, meters and appurtenant equipment used by COUNTY to transmit wastewater from the point of connection from the LONGWOOD Collection Facilities to the COUNTY Plant.

i. "Wastewater Connection Fees" means those fees and charges established and collected by COUNTY to purchase wastewater service capacity sold hereunder. Connection fees shall be utilized for the acquisition, improvement, expansion and construction of facilities deemed necessary by the COUNTY to furnish wastewater service capacity and related services to LONGWOOD and to adequately fund capital improvements to the COUNTY's Water and Sewer System.

j. "Wastewater Service Capacity" means the amount of wastewater flow measured in GPD, which LONGWOOD wishes to purchase from COUNTY and which COUNTY agrees to accept at the COUNTY Plant in accordance with this Agreement.

SECTION 3. Purpose. Subject to the terms and conditions hereinafter set forth, COUNTY shall sell and provide to LONGWOOD, and LONGWOOD shall purchase and receive from COUNTY, Wastewater Service Capacity in an amount not to exceed 1.2 million GPD. It is



mutually acknowledged by both parties that the intent of this Agreement is to meet existing and future wastewater capacity needs of LONGWOOD.

SECTION 4. Term. This Agreement shall continue in effect for twenty-five (25) years from the date of execution hereof by the parties and shall be renewable for additional periods of five (5) years each with the mutual consent of the parties.

SECTION 5. Capacity. COUNTY shall provide Wastewater Service Capacity to LONGWOOD, its successors and assigns in the following manner and subject to the following terms and conditions:

a. Both parties agree that after connection of the Collection Facilities to the Transmission facilities as provided herein, the COUNTY shall continuously provide, at COUNTY's cost and expense and in accordance with this Agreement, Wastewater Service Capacity in an amount not to exceed 1.2 million GPD and conforming with all applicable governmental requirements; providing, however, that COUNTY's obligation shall be consistent with and not greater than COUNTY's obligation to provide such Wastewater Service Capacity to the public generally. Upon connection of the Collection Facilities to the Transmission Facilities, any customers that connect to the Collection Facilities shall be customers of LONGWOOD and pay the rates, fees, charges and deposits imposed by LONGWOOD for such wastewater service.

b. LONGWOOD agrees that in the operation and maintenance of the County-wide water and sewer system, COUNTY has certain

obligations to protect the health, safety and welfare of the public and to prevent undue burden to the COUNTY's customers resulting from extraordinary discharges attributable to LONGWOOD. LONGWOOD shall ensure that wastewater discharged into the County-owned POTW conforms with the pretreatment requirements of Part 5, Chapter 270 of the Seminole County Code otherwise known as the "Industrial Pretreatment Ordinance" or the "Seminole County Wastewater System Rules." LONGWOOD shall further comply with applicable Federal and State pretreatment regulations and standards, including, but not limited to, 40 Code of Federal Regulations and Chapter 62-625, Florida Administrative Code. LONGWOOD shall comply with Federal, State and local, including COUNTY, sewer use ordinances, resolutions, rules and regulations related to the use of and discharge to the COUNTY utility system as may be adopted from time-to-time by the COUNTY. COUNTY shall provide LONGWOOD with copies of applicable COUNTY ordinances, resolutions, rules and regulations now in effect and as same may be adopted or amended by COUNTY from time to time.

c. it is understood by the parties that LONGWOOD has not completed an evaluation of its future wastewater capacity needs and that LONGWOOD may require more than the 1.2 million GPD identified in this Agreement. COUNTY shall coordinate with LONGWOOD to service any future wastewater capacity needs which LONGWOOD may identify. However, the provision by COUNTY of Wastewater Service

Capacity in excess of the 1.2 million GPD identified herein shall require an amendment to this Agreement.

**SECTION 6. Payment.**

a. **Wastewater Connection Fees.** LONGWOOD shall pay to the COUNTY the Wastewater Connection Fees due for Wastewater Capacity requested up to and including 1.2 million GPD upon execution by the COUNTY of each Florida Department of Environmental Protection (FDEP) permit application by COUNTY. The amount of each Wastewater Connection Fee payment shall be calculated using the COUNTY'S Wastewater Connection Fee rate in effect at the time the COUNTY executes the FDEP permit application. Said fee shall not exceed the rates charged by COUNTY to other cities or to the COUNTY'S sewer customers. LONGWOOD shall be solely responsible for the collection of its Wastewater Connection Fee for each unit to be served; failure to collect its Wastewater Connection Fee shall not relieve LONGWOOD from its obligation to pay the COUNTY for the Wastewater Connection Fees as agreed herein.

b. **Wholesale Wastewater User Charges.** The COUNTY shall provide treatment and disposal of LONGWOOD'S wastewater for an initial user charge of TWO AND 33/100 DOLLARS (\$2.33) per thousand gallons of wastewater. The charge shall be adjusted from time to time by the COUNTY based on its cost for providing wholesale service. COUNTY shall give LONGWOOD notice of any proposed adjustment and an opportunity to review the cost data as provided in Section 8 herein. The adjusted charges shall become effective

in the billing cycle commencing not sooner than thirty (30) days following approval by the Board of County Commissioners of Seminole County, Florida of the new rate structure. LONGWOOD shall thereafter pay the charges as adjusted. COUNTY shall read the master meter and bill LONGWOOD monthly based upon the number of gallons of wastewater passing through the meter each month. LONGWOOD shall remit payment to COUNTY for all wastewater sent to the Transmission Facilities within thirty (30) days from date of COUNTY's bill. LONGWOOD shall be solely responsible to COUNTY for payment of monthly bills.

COUNTY hereby declares that these charges are not in excess of the lowest rates now available to any customer for equivalent wholesale service and agrees that, during this Agreement, LONGWOOD shall continue to be billed at the lowest available rate for equivalent wholesale prices.

**SECTION 7. Duties and Level of Service.** All services and work hereunder shall be performed to the satisfaction of the COUNTY, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work hereunder, and the character, quality, amount and value thereof; and its decision upon all claims, questions, and disputes shall be final and conclusive with respect to all services and work performed or to be performed.

SECTION 8. Change of Rates. In the event the COUNTY, during this Agreement, proposes a new rate schedule or amended rate schedule applicable to wholesale service furnished to LONGWOOD, the COUNTY shall forward to LONGWOOD, a copy of such proposed rate schedule or amended rate schedule thirty (30) days prior to the effective date thereof. Any increase or decrease in rates shall be charged on a pro rata basis to all wholesale customers.

SECTION 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto, 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.

SECTION 10. Assignment. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereunder to any other party without the prior written consent of the other party.

SECTION 11. Default: Notice. In the event of a default by either party under the provisions herein, the non-defaulting party shall have the option of discontinuing service not sooner than ninety (90) days from the time of delivery of notice to the defaulting party. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the 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.

FOR COUNTY: Director of Environmental Services  
Environmental Services Building  
3004 Southgate Road  
Sanford, Florida 32773

Copy To: Seminole County Attorney  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

FOR LONGWOOD: Mayor  
City of Longwood  
175 West Warren Avenue  
Longwood, Florida 32750

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 herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

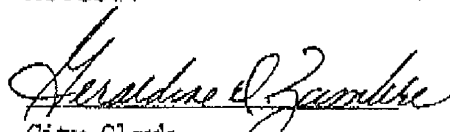
SECTION 13. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 14. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

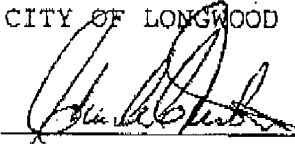
SECTION 15. Entire Agreement; Effect on Prior Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed on the date and year first above written.

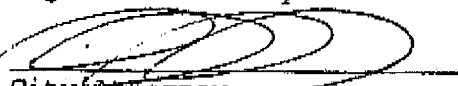
ATTEST:

  
City Clerk  
Geraldine D. Zambri

CITY OF LONGWOOD

By:   
Title: Charles C. Miles, III, Mayor  
Date: November 3, 1998

For the use and reliance of  
City of Longwood only.  
Approved as to form and  
Legal sufficiency.

  
City Attorney  
Richard S. Taylor, Jr.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
RANDALL C. MORRIS, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commission-  
ers at their \_\_\_\_\_,  
19\_\_\_\_, regular meeting.

\_\_\_\_\_  
County Attorney  
SED/jrw

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**City of Longwood, Florida**  
**Statement of Net Assets**  
**Proprietary Fund**  
**September 30, 2004**

	<u>Business-type Activities-Enterprise Fund</u>	
	<u>Public Utilities Current Year</u>	<u>Public Utilities Prior Year</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 603,178	\$ 1,619,735
Accounts receivable (net of allowance for uncollectibles)	210,128	274,281
Restricted cash-customer deposits	257,571	245,635
Total current assets	<u>1,070,877</u>	<u>2,139,651</u>
Noncurrent assets:		
Special assessments receivable	937,977	866,341
Capital assets:		
Land	60,600	60,600
Buildings	132,912	105,156
Improvements other than buildings	21,660,600	19,510,517
Vehicles and equipment	1,038,525	981,085
Construction in progress	216,423	725,613
Less accumulated depreciation	(11,375,269)	(10,853,603)
Unamortized sewer capacity rights	<u>3,024,861</u>	<u>3,132,532</u>
Total capital assets (net of accumulated depreciation)	<u>14,758,652</u>	<u>13,661,900</u>
Total noncurrent assets	<u>15,696,629</u>	<u>14,528,241</u>
Total assets	<u>16,767,506</u>	<u>16,667,892</u>

The notes to the financial statements are an integral of this statement.

Business-type Activities-Enterprise Fund

	<u>Public Utilites Current Year</u>	<u>Public Utilities Prior Year</u>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable and other current liabilities	\$ 174,080	\$ 137,898
Compensated absences	78,692	82,730
Total current liabilities	<u>252,772</u>	<u>220,628</u>
Current liabilities payable from restricted assets:		
Customer deposits	<u>257,571</u>	<u>245,635</u>
Total current liabilities payable from restricted assets	<u>257,571</u>	<u>245,635</u>
Total liabilities	<u>510,343</u>	<u>466,263</u>
<b>NET ASSETS</b>		
Invested in capital assets	11,733,791	10,529,368
Unrestricted	<u>4,523,372</u>	<u>5,205,998</u>
Total net assets	<u>\$ 16,257,163</u>	<u>\$ 16,201,629</u>

**City of Longwood, Florida**  
**Statement of Revenues, Expenses and Changes in Fund Net Assets**  
**Proprietary Fund**  
**For the Year Ended September 30, 2004**

	<u>Business-type Activities-Enterprise Fund</u>	
	<u>Public Utilities Fund</u>	<u>Public Utilities Fund Prior Year</u>
Operating revenues:		
Charges for sales and services	\$ 2,445,318	\$ 2,343,019
Miscellaneous	23,683	32,726
	<u>2,469,001</u>	<u>2,375,745</u>
Operating expenses:		
Personnel	742,007	706,678
Supplies and services	973,177	1,010,091
Amortization	107,671	107,671
Depreciation	542,184	428,123
	<u>2,365,039</u>	<u>2,252,563</u>
Operating income	<u>103,962</u>	<u>123,182</u>
Nonoperating revenues (expenses):		
Investment earnings	17,277	30,379
Gain (loss) on sale of capital assets	935	(2,086)
	<u>18,212</u>	<u>28,293</u>
Income before contributions and transfers	122,174	151,475
Capital contributions - Development assistance fees	439,028	1,113,567
Transfers out	<u>(505,668)</u>	<u>(469,250)</u>
Change in net assets	55,534	795,792
Total net assets - beginning	<u>16,201,629</u>	<u>15,405,837</u>
Total net assets - ending	<u>\$ 16,257,164</u>	<u>\$ 16,201,629</u>

The notes to the financial statements are an integral part of this statement.

**State of Florida**

Department of Environmental Protection

LICENSE NO: 0006729 DATE ISSUED: 2/25/2005

CLASS C WASTEWATER TREATMENT PLANT OPERATOR

LARRY L. JACKSON

IS LICENSED UNDER PROVISIONS OF CHAPTER 403,  
FLORIDA STATUTES

VALID UNTIL: 4/30/2007

**State of Florida**

Department of Environmental Protection

LICENSE NO: 0006977 DATE ISSUED: 2/25/2005

CLASS C DRINKING WATER TREATMENT PLANT OPERATOR

LARRY L. JACKSON

IS LICENSED UNDER PROVISIONS OF CHAPTER 403,  
FLORIDA STATUTES

VALID UNTIL: 4/30/2007



State of Florida

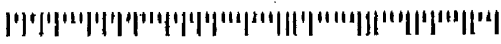
Department of Environmental Protection

OPERATOR CERTIFICATION PROGRAM

2600 BLAIR STONE ROAD, M.S. 3506

TALLAHASSEE, FLORIDA 32399-2400

(850)245-7500



\*\*\*\*\*AUTO\*\*3-0167 227 73 P 4

Dennis R. Thompson

PO Box 757

Altونا FL 32702-0757

ISSUED: 4/1/2005 LICENSE NO: 5107

VALID UNTIL: 4/30/2007  
THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

State of Florida  
Department of Environmental Protection

State of Florida  
Department of Environmental Protection  
LICENSE NO: 5107 DATE ISSUED: 4/1/2005  
CLASS C DRINKING WATER TREATMENT PLANT OPERATOR  
DENNIS R. THOMPSON  
IS LICENSED UNDER PROVISIONS OF CHAPTER 403,  
FLORIDA STATUTES  
VALID UNTIL: 4/30/2007

JEB BUSH

DENNIS R. THOMPSON

COLLEEN M. CASTILLE



**State of Florida**

Department of Environmental Protection

LICENSE NO: 3690    DATE ISSUED: 4/15/2005

CLASS A DRINKING WATER TREATMENT PLANT OPERATOR

**RICHARD P. KORNBLOH**

IS LICENSED UNDER PROVISIONS OF CHAPTER 403,  
FLORIDA STATUTES

VALID UNTIL: 4/30/2007

**State of Florida**

Department of Environmental Protection

ISSUED: 4/15/2005

LICENSE NO: 3690

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

**RICHARD P. KORNBLOH**

JEB BUSH

**COLLEEN M. CASTILLE**

GOVERNOR

**DISPLAY IS REQUIRED BY LAW**

SECRETARY



State of Florida

Department of Environmental Protection

LICENSE NO: 4605 DATE ISSUED: 4/15/2005

CLASS A WASTEWATER TREATMENT PLANT OPERATOR

RICHARD P. KORNBLUH

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

State of Florida

Department of Environmental Protection

ISSUED: 4/15/2005

LICENSE NO: 4605

THE CLASS A WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

RICHARD P. KORNBLUH

COLLEEN M. CASTILLE

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY



PROFILE SEARCH RESULTS FORjacksonlarry



**Certified Operator Profile Search Results  
Florida Department of Environmental Protection**

To View CEU's **CLICK** on LICENSE NUMBER.

NAME	LICENSE TYPE	LICENSE NUMBER	CLASS	STATUS	ORIGINAL ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
LARRY L. JACKSON	WW	<a href="#">0006729</a>	C	ACTIVE	11/1/1986	2/25/2005 11:47:55 AM	4/30/2007
LARRY L. JACKSON	DW	<a href="#">0006977</a>	C	ACTIVE	2/7/1991	2/25/2005 11:48:49 AM	4/30/2007

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