

MEMORANDUM

February 5, 1996

TO: DIVISION OF RECORDS AND REPORTING
FROM: DIVISION OF LEGAL SERVICES (CROSBY)
RE: DOCKET NO. 941044-WS - RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY DECLARING CHARLOTTE COUNTY SUBJECT TO THE PROVISIONS OF CHAPTER 367, FLORIDA STATUTES - REQUEST FOR EXEMPTION FOR PROVISION OF WASTEWATER SERVICE BY LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC.

Attached is a letter dated January 31, 1996, from Robert A. Dickinson, attorney for Lemon Bay Breezes Condominium Association, Inc., transmitting an agreement between Englewood Water District and Lemon Bay Breezes. PLEASE PLACE THE LETTER AND AGREEMENT IN THE ABOVE-REFERENCED DOCKET FILE. Thanks.

alc

Attachments

cc: Division of Water and Wastewater
(Xanders)

AGS _____
FEL _____
ADD _____
CIV _____
CIV _____
CIV _____
EAG _____
LEA _____
LIT _____
REP _____
WAS _____
DTH _____

DOCUMENT NUMBER-DATE
01334 FEB-6 1996
FPSC-RECORDS/REPORTING

ROBERT A. DICKINSON

A Chartered Professional Association

ATTORNEY AT LAW

Robert A. Dickinson
460 South Indiana Avenue
Englewood, Florida 34223

Telephone (941) 474-7600

Fax (941) 475-1508

January 31, 1996

Ms. Alice Crosby
Public Service Commission
Division of Legal Services
Fletcher Building
101 E. Gaines Street
Tallahassee, FL 32399-0850

**RE: LEMON BAY BREEZES CONDO ASSOCIATION, INC./ENGLEWOOD WATER
DISTRICT - WASTEWATER SERVICE AGREEMENT**

Dear Ms. Crosby:

Enclosed please find the hard copy of the above-referenced Agreement which was FAXED to you this date.

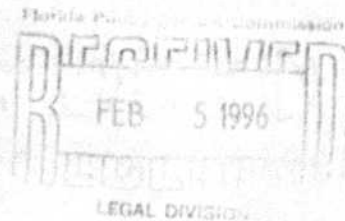
Very truly yours,

ROBERT A. DICKINSON



Pat Williams
Secretary

pw
enclosure



WASTEWATER SYSTEM AGREEMENT

THIS AGREEMENT, is made and entered into this 27th day of DECEMBER, 1996 by and between LEMON BAY BREEZES CONDO ASSOCIATION, INC. a Florida Corporation (hereinafter referred to as "LEMON BAY BREEZES", and the ENGLEWOOD WATER DISTRICT (the "DISTRICT"), an independent special district created pursuant to Chapter 59-931, Laws of Florida (hereinafter referred to as "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT has authority to provide wastewater service within the District and is capable of serving LEMON BAY BREEZES on its lands in addition to the present customers of DISTRICT; and

WHEREAS, LEMON BAY BREEZES owns property within the Englewood Water district and has requested the DISTRICT to provide wastewater service to its property described as:

Exhibit "A"

hereinafter the "PROPERTY", and the improvements to be constructed thereon; and

WHEREAS, the DISTRICT proposes to serve the customers within the area described above and has agreed to accept sewage from said PROPERTY under specific terms and conditions agreed to by LEMON BAY BREEZES;

NOW, THEREFORE, for and in consideration of the mutual promises, and obligations hereinafter set forth, the parties do hereby agree as follows:

1. DISTRICT shall furnish to those customers located on the PROPERTY, during the terms of this Agreement, treatment of sewage in accordance with all applicable Federal, State, and local regulatory agencies, and its own customer rules and regulations.
2. DISTRICT shall operate and maintain its sewage treatment facilities in an efficient manner and take such action as may be necessary to provide the capacity required by LEMON BAY BREEZES.
3. DISTRICT shall provide treatment of sewage as required by LEMON BAY BREEZES's members located in the designated service area, the PROPERTY, not to exceed 50 equivalent residential connections (ERC's).
4. DISTRICT shall have the right to meter or monitor the sewage flow from the PROPERTY.
5. LEMON BAY BREEZES shall provide such easements as may be reasonably required to service the PROPERTY. In the event mains, lines, or facilities are to be installed in lands within the PROPERTY, in areas outside of streets and public ways, then LEMON BAY BREEZES shall grant to the DISTRICT's, without cost to the DISTRICT the necessary easements. Such easement shall be in a form suitable to DISTRICT's attorneys and shall provide for the construction, placement, and maintenance of DISTRICT's facilities on the PROPERTY as may be required by the DISTRICT.

6. Commencing with the first billing cycle in January, 1996 each unit owner and the association shall pay the sum of \$17.63 a month for their unit (1 ERC) which will appear on their monthly water bill until service is made available. DISTRICT anticipates, but in no way guarantees, service being available during the first quarter of 1996. Provided that the monthly statements are current, connection charges or capital contribution charges for plant capacity, transmission, and allowance for funds prudently invested (AFPI) shall not be assessed. The total monthly payments prior to availability of service shall not exceed \$1,690.00 per ERC.
7. LEMON BAY BREEZES shall, at its sole expense, connect its existing sewage collection system to the DISTRICT's sewer main located in the right-of-way adjacent to the PROPERTY within thirty (30) days of service being available.
8. Emergency failure of any portion of the sewage treatment system due to breaks in the water supply line, emergency failure of sewage force main equipment or collection system not under ownership and control of the DISTRICT, or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of the DISTRICT shall excuse the DISTRICT from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions.
9. The parties agree that for the purpose of determining the monthly rate charge, the water meter's reading shall be the equivalent of the amount of sewage effluent discharge. If LEMON BAY BREEZES pays full Capital Contribution Charges for a separate meter for irrigation, swimming pools, car washing, and outside cleaning, such metered water use shall be billed on water usage only.
10. DISTRICT is not obligated to provide plant capacity or service in excess of the amounts supplied pursuant to this Agreement without a prior written amendment to this Agreement.
11. Upon connection to the DISTRICT's central system LEMON BAY BREEZES agrees to pay all rates and charges approved by the DISTRICT as amended from time to time.
12. Any additional sewer service not controlled by this Agreement which may be required by LEMON BAY BREEZES on the PROPERTY shall be applied for, and if available, contracted for and provided pursuant to the then current rates and other applicable regulations.
13. LEMON BAY BREEZES shall comply with the DISTRICT's customer rules and regulations as amended from time to time.
14. LEMON BAY BREEZES shall only introduce domestic waste into the sewage collection system. The introduction of industrial or hazardous waste into the system is prohibited and any such violation of this Agreement shall, at the sole option of the DISTRICT, be a basis for canceling this Agreement and terminating sewage treatment service. Facilities within LEMON BAY BREEZES's PROPERTY, such as a grease trap, etc., may require special treatment of effluent. Discharge of any effluent requiring special treatment shall first be approved by the DISTRICT. LEMON BAY BREEZES shall pretreat any such effluent as required by the DISTRICT or such governmental agencies on its premises before discharge into the DISTRICT's lines and shall be responsible for any costs incurred by such pre-treatment and discharge.
15. The DISTRICT shall have the right to inspect LEMON BAY BREEZES's facilities at any time to check for cross connections and any other possible sources of contamination.
16. This Agreement shall be governed by applicable rules, laws, and regulations of the DISTRICT and any governmental body, Federal, State, or local, having authority.

17. This Agreement shall be binding upon the parties hereto and their successors, assigns, and legal representatives.

18. Any notice required to be given pursuant to the terms of this Agreement shall be deemed properly given when sent by United States certified mail, return receipt requested, to the respective parties herein at the last known address of either party:

A. LEMON BAY BREEZES CONDO ASSOCIATION, INC.
1401 SOUTH McCALL ROAD
ENGLEWOOD, FLORIDA 34223-4863

B. ENGLEWOOD WATER DISTRICT
201 SELMA AVENUE
ENGLEWOOD, FLORIDA 34223

19. The parties agree to cooperate fully with each other in the performance of this Agreement and to join in or prosecute independently on a timely basis any and all applications for such permits, licenses, easements, or rights-of-way as may be necessary or required in connection herewith.

20. LEMON BAY BREEZES, and DISTRICT hereby agree to sign such documents as may be reasonably required in furtherance of the intent of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first above written.

(SEAL)

THE ENGLEWOOD WATER DISTRICT

Paul J. Phillips

Paul J. Phillips
Chairman, Board of Supervisors

ATTEST:

Boyd L. Hook

Boyd L. Hook
Vice Chairman, Board of Supervisors

LEMON BAY BREEZES CONDO ASSOCIATION, INC.

(SEAL)

Richard E. Sullivan

Richard E. Sullivan
Director

ATTEST:

Title