

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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IN RE: APPLICATION OF MAD HATTER
UTILITY, INC. FOR AMENDMENT OF
WATER AND WASTEWATER CERTIFICATES
IN PASCO COUNTY, FLORIDA

DOCKET NO. 960576-WS

MOTION TO SUPPLEMENT THE RECORD

Pasco County, through its undersigned counsel, hereby moves the Commission for the entry of an order supplementing the record for the following reasons:

1. Mad Hatter has filed a petition to amend its certificates of authorization to include a portion of south central Pasco County. The petition includes parcel B-27, the location of Lake Como Club, and parcel C-10, the location of a proposed Winn Dixie store at Collier Parkway and State Road 54.

2. Since the hearing was held in May, Lake Como Club has requested service from Pasco County. A copy of Lake Como's counsel's correspondence to the County notifying the County that the board of directors voted unanimously to recommend that the County provide water and sewer service is attached as Exhibit A. That issue will be presented to the Pasco County Board of County Commissioners on July 8, 1997.

- ACK _____
- AFA _____
- APP _____
- CAF _____
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- WAS _____
- YTH _____

DOCUMENT NUMBER-DATE
06527 JUN 30 97
FPSC-RECORDS/REPORTING

NO. 10

A copy of the recommendation is attached as Exhibit B. A copy of the proposed agreement between the County and Lake Como Club, Inc., is attached as Exhibit C.

3. The developer of the Winn Dixie store at Collier Parkway and State Road 54 has also requested service from Pasco County. A copy of the recommendation to the Board of County Commissioners is attached as Exhibit D. The Florida Department of Environmental Protection (DEP) has issued a permit to Winn Dixie Stores, Inc., which is attached as Exhibit E. Furthermore, the DEP has issued a notice of permit issuance for the project, a copy of which is attached as Exhibit F. Winn Dixie has requested the County approve the permit application which it has done. A copy of the intent to approve the permit application along with the notice that has been advertised in the Tampa Tribune is attached as Exhibit G. The approval from the Pasco County Development Review Committee along with the notice to Winn Dixie Stores is attached as Exhibit H.

4. Assuming approval at the Board of County Commissioners meeting on July 8 and approval by the general membership of the Lake Como Club in mid-July, Pasco County will enter into a contract next month to begin providing

service to Lake Como starting in July of next year. Service to the Winn Dixie location will begin in August.

5. Pursuant to City of Mount Dora v. J.J.'s Mobile Homes, Inc., 579 So.2d 219 (Fla. 5th DCA 1991), the utility which is first in time has the right to serve an area as long as it has the present ability to do so. Accordingly, Pasco County is hereby notifying the Commission of its intent to provide service to Lake Como Club and the Winn Dixie store at State Road 54 and Collier Parkway. The Commission may want to take this matter into consideration when it decides Mad Hatter's application to extend the territory for its certificates of authorization.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy hereof has been served upon Roseanne Capeless, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399, and F. Marshall Deterding, Rose Sundstrum & Bentley,

2548 Blairstone Pines Drive, Tallahassee, Florida 32301, by
regular U.S. mail this 27 day of June, 1997.

JOHNSON, BLAKELY, POPE,
BOKOR, RUPPEL & BURNS, P.A.

By: 

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0132210.01

TIMOTHY G. HAYES & ASSOCIATES, P.A.
Attorneys At Law

Lakeview Professional Center
21859 State Road 54, Suite 200 • Lutz, Florida 33549

TIMOTHY G. HAYES
Telephone 813/949-6433 • Fax 813/949-6433

June 25, 1997

Mr. Douglas S. Bramlett
Assistant County Administrator
Utilities Services Branch
Pub. Wks./Utilities Bldg., S-213
7530 Little Road
New Port Richey, FL 34654

Re: Lake Como Co-op, Inc.

Dear Doug:

As legal counsel for the Lake Como Co-op, Inc., I am pleased to inform you of the Co-op's intention to pursue a water and sewer utilities agreement with Pasco County, Florida.

Following your presentation to the Board of Directors of the Lake Como Co-op on June 17, 1997, the Board of Directors unanimously voted to recommend to the Co-op membership that they agree to allow Pasco County to provide both central water and sewer service by way of a master meter to Lake Como Co-op.

From the response of the general membership in attendance, it appears to be almost a foregone conclusion that the general membership at its meeting in mid-July will overwhelmingly accept the Board's recommendation.

As the attorney for the Lake Como Co-op, I have also been authorized by the Board of Directors to pursue preliminary negotiations with Pasco County on a utilities services agreement. I am presently in the process of reviewing the agreement which you presented to the Board on June 17th, and will hopefully have my proposed written modifications completed by the end of this week.

I have ordered a copy of the Board's minutes documenting their recommendation and will see that a copy is forwarded to you once I obtain it. I will also keep you abreast of the membership's progress in this matter. I look forward to working with you and your staff in negotiating the utility agreement.

Sincerely yours,

[Handwritten Signature]
TIMOTHY G. HAYES
Attorney at Law

TGH:dm

Post-It™ Fax Note		7871	Date	6/25	# of pages	2
To	Marion Hale		From	Doug Bramlett		
Co./Dept.			Co.			
Phone #			Phone #	847-8145		



PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: 6/23/97

FILE: UT97-1167

SUBJECT: Lake Como Club - Leonard Road
West of U.S. 41 - Public Hearing
7/6/97 - Water and Sewer Service

FROM: Douglas S. Bramlett
Assistant County Administrator
(Utilities Services)

REFERENCES: Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners.

DESCRIPTION AND CONDITIONS:

The subject development has expressed an interest in receiving central water and sewer services directly from Pasco County Utilities. Pasco County Utilities can provide these services by extensions of a six-inch sewer force main and a ten-inch water transmission main from U.S. 41 west along Leonard Road to the Lake Como Club entrance, a distance of approximately one-half mile.

Mad Hatter Utilities has applied to the Florida Public Service Commission (FPSC) to include this site in Mad Hatter's certificated service area. Pasco County has previously filed a petition against Mad Hatter serving this property since Pasco County has capacity to serve. The FPSC is scheduled to rule on this issue in September 1997.

Staff recommends that the Board should support and affirm the current plans to construct a sewer force main and water transmission main on Leonard Road and that Pasco County Utilities will be the water and sewer service provider for the Lake Como Club property for the following reasons:

1. This property is currently not in Mad Hatter Utilities FPSC certificated service area, and this site is not identified in the service area map attached as Exhibit "3" to our current bulk wastewater agreement dated February 11, 1992, with Mad Hatter Utilities.
2. Mad Hatter Utilities does not have existing water plant or sewer treatment plant capacity to serve this property.
3. Pasco County Utilities has existing sewer services at U.S. 41 and Leonard Road, and water transmission main services will be available at U.S. 41 and Leonard Road in approximately 12 months. Pasco County has existing water plant and sewer plant capacity to serve this property.
4. The Lake Como Club Board of Directors has unanimously voted to proceed with a utility agreement with Pasco County.

ALTERNATIVES AND ANALYSIS:

Approval of staff recommendation will provide the Lake Como Club property with central water and sewer services by Pasco County Utilities.

Disapproval of staff recommendation will delay construction of needed central water and sewer services by Pasco County.

RECOMMENDATION AND FUNDING:

The Utilities Services Branch recommends that the Board, after hearing public comment on this issue, support and affirm staff's recommendation for Pasco County Utilities to provide direct retail water and sewer services to the subject property.

No funding is required at this time.

ATTACHMENT:

1. Lake Como Club Board of Directors' Letter

DSB:n:\afs062301

APPROVED AGENDA ITEM FOR

DATE _____

BY _____



WATER AND WASTEWATER TREATMENT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", and LAKE COMO CLUB, INC., a corporation authorized to conduct business within the State of Florida, hereinafter referred to as "DEVELOPER".

M I N I M E S S E I N :

WHEREAS, the DEVELOPER is presently proceeding with the planning and construction of a development within the COUNTY or contemplating the development of certain real property in the COUNTY; and,

WHEREAS, the COUNTY and DEVELOPER are desirous of entering into an agreement to provide for the provision of central water and wastewater treatment services to the development; and,

WHEREAS, the COUNTY is willing to provide potable water and sanitary sewer service to the development or property known as Lake Como, as more specifically described in Exhibit "A"; and,

WHEREAS, it is necessary and in the public interest for the orderly development of the project or real property to be provided water and wastewater services from the COUNTY through a utility service agreement with the DEVELOPER.

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

I. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

II. SCOPE OF PROJECT

The project shall consist of the provision of potable water and wastewater services by the COUNTY to the development or property known as Lake Como. The operation, design, and construction of the COUNTY'S treatment plant and water production facilities shall be accomplished in such a manner so as to adequately meet the service demands of the development. The DEVELOPER intends to construct, or contemplates the construction of, approximately one hundred fifty (150) RV spaces, two hundred thirty-five (235) mobile homes spaces, one (1) restaurant, and one (1) hotel/motel unit at a rate of no more than one hundred fifty (150) units per year. The subsequent expansions of the COUNTY'S

EXHIBIT
C

wastewater treatment plant shall be scheduled to correspond with the projected needs of the development and other developments in the area, as more specifically set forth herein. Additionally, the COUNTY shall provide potable water service in such a manner so as to adequately meet the service demands of the development as further provided herein.

III. OBLIGATIONS RELATING TO WASTEWATER SERVICE

1. Wastewater Treatment Services and Service Commitment Fees

a. The COUNTY hereby agrees to provide wastewater treatment services of sufficient capacity, subject to the conditions and limitations set forth herein, for the development or property known as Lake Como; provided, however, that such services shall only be provided within one (1) year after payment by the DEVELOPER of service commitment fees for the proposed units requiring service. The service commitment fee is a nonrefundable payment equal to 100 percent of the impact fee in existence for the development or the project at the time the service commitment is issued. Payment of the service commitment fee does not entitle the connection to the wastewater treatment plant of the units within the development for which the commitment is received without paying impact fees in existence at the time of required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied towards the impact fee payment required and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of required payment.

2. Connections to Wastewater Treatment System. The DEVELOPER shall be responsible for constructing its collection systems, force mains, and lift stations necessary to connect to the COUNTY'S wastewater collection system at a location approved by the COUNTY'S Utilities Services Branch. However, the COUNTY agrees to pay for any oversizing of the collection system requested by the COUNTY in accordance with the terms and conditions of this agreement.

3. Charges for Wastewater Treatment Services. The DEVELOPER, and its successors in interest, agree to pay the COUNTY such fees and revenues for wastewater treatment services as from time to time are established by the Board of County Commissioners. Wastewater treatment services shall include those day-to-day operations and maintenance activities provided by the COUNTY to treat wastewater at the plant in accordance with applicable local, State, and Federal regulations.

IV. OBLIGATIONS RELATING TO POTABLE WATER SERVICES

1. Water Services. The COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, potable water services for the development or property known as Lake Como. Potable water service shall be provided by the COUNTY from existing water

supply lines and/or from additional water production sources to be developed by the COUNTY within the development and subject to the conditions set forth herein.

2. Potable Water Production Well Sites. The DEVELOPER agrees to dedicate to the COUNTY a minimum of one (1) potable water production well site of not more than one (1) acre in size and related transmission easements in an area deemed acceptable by the COUNTY. To the extent economically practicable and permissible from a regulatory standpoint, the COUNTY agrees that the production facilities, when and if developed, shall be placed in locations mutually acceptable to the parties hereto. Additionally, the parties hereto agree that the location of any water production facility shall, prior to installation, be adjusted, to the extent possible, so as to mitigate any possible adverse impact to the development which would be caused by the adoption of a G-1 classification rule by the Florida Department of Environmental Protection. Nothing herein shall be read so as to preclude the COUNTY from selling any water from wells located within the development or upon the property to others.

3. Water Charges. The DEVELOPER, and its successors in interest, agree to pay the COUNTY for potable water services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations. In addition, the DEVELOPER, and its successors in interest, agree to pay all development connection and impact fees which may be established by the Board of County Commissioners for the provision of such potable services.

4. Water Commitment Fee. The COUNTY hereby agrees to provide potable water services of sufficient capacity subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided within one (1) year after payment by the DEVELOPER of service commitment fees for the proposed unit requiring service. The commitment fee shall be a nonrefundable fee equal to 100 percent of the water impact fee at the time the commitment is issued and said fee so paid shall be applied to the impact fee in existence at the time of the required payment as established by the Board of County Commissioners. The DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of required payment.

5. The DEVELOPER agrees to connect its potable water distribution facilities for the development to the COUNTY'S potable water system and the location of such connections shall be approved by the COUNTY'S Utilities Services Branch.

6. Obligation of Service. The COUNTY shall be responsible for providing potable water services of sufficient quantity (including fire flow) and quality for the approved development of the property.

V. OBLIGATIONS RELATIVE TO BOTH WATER AND WASTEWATER SERVICES

1. Responsibility for Development-Related Facilities. Within the development or property, the DEVELOPER will reserve, or otherwise obtain, all necessary easement and permits, construct and install all lines necessary to provide the development with potable water and sanitary sewer service, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials. Installation of lines within the development or property shall not be commenced until plans and specifications therefor have been submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction.
2. The DEVELOPER shall construct and install all lines necessary to tie into the COUNTY'S water and wastewater facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction. These facilities shall be located in existing COUNTY easements or rights-of-way or in easements or rights-of-way acquired by the DEVELOPER. The right of the DEVELOPER to construct facilities in COUNTY easements or rights-of-way shall not be unreasonably withheld by the COUNTY.
3. The DEVELOPER, and its successors in interest, agree that they shall not directly or indirectly engage in the operation of potable water or sanitary sewer services within or serving the development or property.
4. At the sole option and request of the COUNTY, the DEVELOPER shall increase the capacity or size of potable water, or wastewater lines, either on-site or off-site, beyond the capacity or size required for provision of service to the developments. The COUNTY shall reimburse the DEVELOPER, at the DEVELOPER'S option, by cash payment or credit against development fees/impact fees due from the DEVELOPER for provision of service to the development in an amount equal to the cost to the DEVELOPER for providing the required excess capacity. The cost of the excess capacity shall be determined by the DEVELOPER securing at least three (3) competitive bids for construction of the facilities to be oversized. Bid prices shall be obtained as alternates for lines sized to serve only the requirements of the development and for lines of the size requested by the COUNTY. The credit due the DEVELOPER shall be determined by the difference in cost between the lowest responsible competitive bids for the development required lines and for the oversized lines. However, prior to receiving any credit for oversizing facilities, the DEVELOPER must receive approval of the lowest and best bids from the COUNTY. Reimbursement by the COUNTY shall be based upon paid invoices submitted by the DEVELOPER which depict the cost

of the work performed in connection with the oversizing request and other documentation and certifications as outlined in Exhibit "g".

5. As partial consideration for the COUNTY'S maintenance of utility lines within easement areas of license areas located in or adjacent to private streets within the development, the DEVELOPER and its successor and assigns agree to provide for all restoration and/or repair of the sidewalks, private streets, and related improvements made necessary as a result of the COUNTY'S maintenance of the utility service lines. The DEVELOPER agrees that a mandatory homeowners' association shall be formed for the development and the association documents shall specifically provide for this repair and replacement obligation. Such documents shall include specific deed restriction notice of such restorations and/or repairs being the responsibility of the homeowners' association and said documents shall further acknowledge that the COUNTY will not be responsible for the repair of any private streets, sidewalks, or common areas as a result of its utility maintenance obligations hereunder.

VI. CONDITIONS PRECEDENT

1. Obligations of the COUNTY to provide wastewater services as set forth herein shall be subject to all requirements imposed upon the COUNTY'S system by law and the following condition precedent:

a. The issuance of all required permits by the Florida Department of Environmental Protection and other regulatory agencies having jurisdiction.

2. The obligation of the COUNTY to provide potable water service as set forth herein shall be subject to the issuance of all required permits by the Southwest Florida Water Management District.

VII. MISCELLANEOUS

1. Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

COUNTY: Utilities Services Branch
Pub. Wks./Utilities Bldg., 8-213
7530 Little Road
New Port Richey, FL 34654

DEVELOPER: Bill Doenges
President
Lake Como Club, Inc.
20500 Cot Road
Lutz, FL 33549

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

2. Covenants and agreements contained herein shall run with the lands of the development or property known as Lake Como, and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. As to the specific rights to connect the development or property to the systems of the COUNTY and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by the DEVELOPER, either through specifically assigning such rights and responsibilities in connection with a sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

3. This agreement shall be subject to the requirements of the COUNTY'S Code of Ordinances, Chapter 110, and the same are incorporated herein by reference. In the event of any conflict between the terms of this agreement and the provisions of said ordinances, the provisions of the ordinances shall control.

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

5. This agreement shall be binding upon the heirs, representatives, and assigns of the party hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their respective hands and seals this ____ day of _____, 19____.

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
DAVID H. CLARK, JR., CHAIRMAN

(SEAL)

ATTEST:

BY: _____

LAKE COMO CLUB, INC.

BY: _____
PRESIDENT

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

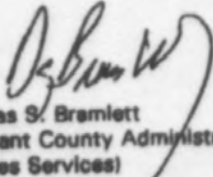
BY: _____
ATTORNEY

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: 6/23/97 FILE: UT97-1166

SUBJECT: Winn-Dixie Store - Collier
Parkway and S.R. 54 - Public
Hearing 7/8/97 - Water and
Sewer Services

FROM: 
Douglas S. Bramlett
Assistant County Administrator
(Utilities Services)

REFERENCES: Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners.

DESCRIPTION AND CONDITIONS:

The subject development has applied for and received permits from Pasco County and the Florida Department of Environmental Protection to connect to existing Pasco County Utilities water and sewer mains on Collier Parkway adjacent to this site.

Mad Hatter Utilities has applied to the Florida Public Service Commission (FPSC) to include this site in Mad Hatter's certificated service area. Pasco County has previously filed a petition against Mad Hatter serving this site since Pasco County has existing water and sewer transmission mains adjacent to the property. The FPSC is scheduled to rule on this issue in September 1997.

Staff recommends that the Board should support and affirm the current plans to connect to the existing Pasco County lines on Collier Parkway for the following reasons:

1. The development site is currently not in Mad Hatter Utilities FPSC certificated service area, and this site is not identified in the service area map attached as Exhibit "3" to our current bulk wastewater agreement dated February 11, 1992, with Mad Hatter Utilities.
2. Mad Hatter Utilities does not have sewer treatment capacity to serve this site, and Mad Hatter's water system is approximately one-half mile away.
3. Pasco County Utilities has existing water and sewer services adjacent to the site, and Pasco County has existing plant capacity to serve.
4. The developer, Winn Dixie Stores, Inc., has selected Pasco County Utilities as the service provider and all permits for construction have been issued.

ALTERNATIVES AND ANALYSIS:

Approval of staff recommendation will provide water and sewer services from existing, adjacent transmission mains on Collier Parkway and construction can continue as planned by the developer.

Disapproval of staff recommendation will delay construction of this development.

RECOMMENDATION AND FUNDING:

The Utilities Services Branch recommends that the Board, after hearing public comment on this issue, support and affirm staff's recommendation for Pasco County Utilities to provide direct retail water and sewer services to the subject development.

No funding is required at this time.

ATTACHMENTS:

1. Packet of Permits

DSB'n:\a\rs062302

APPROVED AGENDA ITEM FOR

DATE _____

BY _____





Department of Environmental Protection

Lawton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wocherell
Secretary

PERMITTEE

Winn Dixie Stores, Inc.
P.O. Box 440
Tampa, FL 33601

ATTN: Paul Chisholm
Maintenance/Construction Manager

PERMIT/CERTIFICATION

Permit No: CS51-305071
Date of Issue: 06-11-97
Expiration Date: 08-30-98
County: Pasco
Project: Winn Dixie - Land O'
Lakes
Processor: Lorri A. Floyd

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-3, 62-4 and 62-604. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with the department and made a part hereof and specifically described as follows:

Description of Project: Construction of a duplex grinder pump station and combination 3- and 6-in. diameter force main to serve a $\pm 50,000$ S.F. grocery store. Estimated flows of 3,400 gpd will be treated at the Land O' Lakes Subregional Wastewater Treatment Plant (WWTP) [Facility ID #FLA012731].

This is a dry line approval and requires separate departmental approval prior to being placed in service.

Location: S.R. 54 and Collier Parkway, Land O' Lakes, Florida

SPECIFIC CONDITIONS:

1. Drawings, specifications, information, and correspondence submitted in support of the permit application for this system are incorporated into this permit and must be adhered to during installation and operation of the system.
2. This permit does not authorize the connection of this system to the designated WWTP. The permit shall not be construed to infer any assurance that the necessary authorization for connection shall be granted. Any such authorization shall be granted only when adequate treatment in accordance with rules, regulations, and issued permits of the Department is available for any flows transported by the system.
3. No portion of this system may be installed in FDEP jurisdictional wetlands prior to the receipt of any and all required wetlands resource management permits.
4. The water/sewer/reclaimed water clearance requirements specified in the attached summary shall be adhered to throughout the project, and shall supersede any specifications included in the documentation submitted in support of the permit application for this system.



PERMITTEE: Winn Dixie Stores, Inc.
PERMIT NO: CS51-305071

SPECIFIC CONDITIONS CONTINUED:

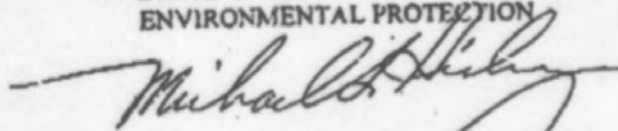
5. No portion of this system shall be installed within 100 feet of a public supply potable water well.
6. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site, the permittee shall immediately notify the DEP Southwest District office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301, telephone number (904) 487-2073.
7. Upon completion of construction and prior to placing the system into use, the permittee or his engineer-of-record shall submit to this Department the following documents:
 - (a) Domestic Wastewater Collection/Transmission Systems Certification of Completion of Construction [DEP Form 62-604.900(2)], together with a copy of the record drawings for the system; and
 - (b) Capacity Analysis Report Certification [Form swd/cscar405] (copy enclosed) to be completed by the WWTP permittee.

Certification by the Professional Engineer-of-Record shall be construed to mean conformance to the General Technical Guidance for Collection Systems and Transmission Facilities [62-604, F.A.C.], particularly the pertinent sections of the Recommended Standards for Sewage Works; and also WPCF MOP9.

Department acceptance and written approval of these documents shall be required prior to placing the system into service.

8. The system shall be inspected for any sediment debris and flushed prior to connection to the designated WWTP.
9. The permittee shall be aware of and operate under the attached "General Permit Conditions #1 through #15". General Permit Conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Michael S. Hickey, P.E.
Water Facilities Administrator

WATER/SEWER CLEARANCE REQUIREMENTS

Vertical Clearance at Crossings:

Gravity sewers or force mains crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the upper pipe and the crown of the lower pipe. The crossing shall be arranged so that the sewer joints and water joints will be equidistant from the point of crossing with no less than 10 feet between any two joints. Where the minimum 18-in. separation cannot be maintained, one of the following methods of protection shall be utilized:

- a. the sewer shall be encased in concrete for 20 feet centered on the crossing (10-ft. linear separation between joints);
- b. the sewer shall be installed with D.I.P. for 20 feet centered on the crossing (10-ft. linear separation between joints);
- c. the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested at 150 psi to assure water tightness prior to backfilling; or
- d. either the water main or the sewer line may be encased in a watertight carrier pipe which extends 10 feet on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be of materials approved by the Department for use in water main construction.

One of these methods shall also be utilized when there is no alternative to sewers crossing over water mains. In such instances, adequate structural support shall be provided for the sewer to maintain line and grade.

Horizontal Separation Between Parallel Lines:

Gravity sewers or force mains shall be installed at least 10 feet horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10-ft. separation, the water main shall be installed in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so that the bottom of the water main is at least 18 inches above the top of the sewer, and the water and sewer joints shall be staggered.

If it is impossible to obtain proper horizontal and vertical separation as described, both the water main and sewer must be constructed of slip-on or mechanical joint pipe complying with public water-supply design standards of the Department and be pressure tested to 150 psi to assure watertightness before backfilling.

SANITARY SEWER/RECLAIMED WATER & POTABLE WATER/RECLAIMED WATER SEPARATIONS

When the reclaimed water line is transporting water for public access irrigation:

Maximum obtainable separation of reclaimed water lines and domestic water lines shall be practiced. A minimum horizontal separation of 5 feet (center to center) or 3 feet (outside to outside) shall be maintained between reclaimed water lines and either potable water mains or sanitary sewer lines. An 18-in. vertical separation shall be maintained at crossings.

When the reclaimed water line is transporting water for non-public access irrigation:

The reclaimed water main shall be treated like a sanitary sewer, and a 10-ft. horizontal and 18-in. vertical separation shall be maintained between the reclaimed water main and all existing or proposed potable water mains. No minimum separation is required between the reclaimed water main and sanitary sewers, other than that necessary to ensure structural integrity and protection of the lines themselves.

NOTE: When it is impossible to obtain proper horizontal and vertical separations as stipulated above, DEP may allow deviation on a case-by-case basis if supported by data from the design engineer. Approval for the deviation must be obtained prior to construction.

CAPACITY ANALYSIS REPORT CERTIFICATION
 (To be completed by the owner or designated representative
 of the wastewater treatment facility receiving the wastewater)

Collection System Construction Permit No.: _____ Dated: _____

Name of Project: _____

Treatment facility serving project Name: _____

County: _____ FDEP ID No: _____

00000000

1. Has the three-month average daily flow for three consecutive months ever exceeded 50% of the permitted capacity for either the treatment plant OR the reuse/disposal system?
 (Yes) (No) (If "Yes", complete 2, 3, 4 and 5, below)

2. Indicate the date (month/year) that the three-month average daily flow first exceeded 50% of the permitted capacity for either the treatment plant or the reuse/disposal system:

3. Date of the current Capacity Analysis Report (CAR) or most recent update:

4. Date (month/year) that the CAR projects that the permitted capacity of the wastewater treatment facility, including disposal, will be equaled or exceeded:

5. If CAR indicates that the permitted capacity will be equaled or exceeded within the next four (4) years, indicate the date that a complete application for wastewater treatment plant expansion was/will be submitted to FDEP:

00000000

I certify under penalty of law that this document was prepared under my direction or supervision and that I am in compliance with the requirements of Rule 62-600.405, F.A.C. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____ Date: _____ Utility Name: _____
 (Wastewater treatment facility owner or
 designated representative)

Name: _____ Title: _____ Address: _____
 (print or type)

Telephone No.: _____
 (city/state/zip code)

0-23-1337 2-43441 FROM ENVIRONMENTAL DIVISION

ATTACHMENT - GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.861, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit;
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance, and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, Florida Administrative Code, as applicable. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.



Department of Environmental Protection

PASCO COUNTY UTILITIES

JUN 12 1997

Lawton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wetherell
Secretary

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF PERMIT ISSUANCE

June 11, 1997

In the Matter of an
Application for Permit by:

DEP File No. CS51-305071
Winn Dixie - Land O' Lakes

Mr. Paul Chisholm
Maintenance/Construction Manager
Winn Dixie Stores, Inc.
P.O. Box 440
Tampa, FL 33601

Enclosed is Permit Number CS51-305071 to construct a domestic wastewater transmission system, issued pursuant to Section 403.087(1), Florida Statutes.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 14 days of receipt of this permit. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, Florida Statutes.

The petition shall contain the following information:

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number, and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this permit. Persons whose substantial interests will be affected by any decision of the Department with regard to the



PERMITTEE: Winn Dixie Stores, Inc.
PERMIT NO: CS51-305071

application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 62-103.070, F.A.C. Upon timely filing of a petition or a request for an extension of time, this permit will not be effective until further order of the Department.

When the order (permit) is final, any party to the order has the right to seek judicial review of the order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

Executed in Tampa, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
DOMESTIC WASTEWATER PROGRAM

Attachment

cc: Dale E. Cronwell, P.E., Coastal Engineering Associates, Inc.
Douglas S. Bramlett, Pasco County Utilities

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on June 11, 1997 to the listed persons.

Clerk Stamp

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52(7), Florida Statute, with the designated Department Clerk, receipt of which is hereby acknowledged.

[Signature] 6/11/97
(Clerk) (Date)



PASCO COUNTY, FLORIDA

DADE CITY (813) 521-6274
 LAND O' LAKE (813) 996-7341
 NEW PORT RICHEY (813) 847-8185
 FAX (813) 847-8084

UTILITIES SERVICES BRANCH
 PUB. WKS./UTILITIES BLDG., 2-213
 7830 LITTLE ROAD
 NEW PORT RICHEY, FL 34654

INTENT TO APPROVE PERMIT APPLICATION

January 14, 1997

Mr. Paul Chisholm
 Wm Dixie Stores, Inc.
 Post Office Box 440
 Tampa, FL 33601

RE: Wm Dixie - Land O' Lakes

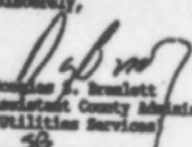
Expiration Date:
 July 15, 1997

Dear Mr. Chisholm:

We are in receipt of your permit application(s) for construction of the water and sewer facilities for the referenced project. Water and/or sewer services can be provided by Pasco County Utilities in accordance with the provisions of the Pasco County Code of Ordinances, Chapter 110, Article II, Sections 110-31, and Article IV, Section 110-119, as approved by the Board of County Commissioners. These ordinances require partial payment of the service commitment fee, which is a non-refundable payment equal to 100 percent of the impact fee, BEFORE to your pickup of the executed permit application(s). Based upon review of information provided in your permit application(s), your estimated prepaid commitment fee is \$27,764.00 for a retail establishment with a two-inch water meter and an eight-inch unwatered fire line. The service commitment fee will be applied towards the impact fee payment required, and you shall be responsible for any difference between the commitment fee and impact fee at the time of required payment. Any remaining balance not applied towards impact fees shall be refunded by Pasco County to you.

The permit application(s) will be executed and returned to you for submittal to the appropriate State agencies after 100 percent of the service commitment fees are paid. If the required fees are not paid prior to the expiration date indicated above, the permit application(s) will be considered canceled. Should you have any questions or require additional information, please feel free to contact this office.

Sincerely,


 Douglas A. Brumlett
 Pasco County Administrator
 (Utilities Services)

DBB/MS/sd11402/167/1tr

cc: Dale E. Cresswell, Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, FL 34601
 Paul J. Wooten, Acting Development Review Manager
 Annmarie O'Dell, Customer Service Manager
 Scott Perry, Civil Engineering Technician
 Lynn Carroll, Data Entry Operator

EXHIBIT

THE TAMPA TRIBUNE
Published Daily
Tampa, Hillsborough County, Florida

State of Florida)
County of Hillsborough) ss.

Before the undersigned authority personally appeared J Rosenthal, who on oath says that she is Classified Billing Manager of The Tampa Tribune, a daily newspaper published at Tampa in Hillsborough County, Florida, that the attached copy of advertisement being a

LEGAL NOTICE PASCO

in the matter of

NOTICE OF INTENT

was published in said newspaper in the issues of

APRIL 30, 1997

Affiant further says that the said The Tampa Tribune is a newspaper published at Tampa in said Hillsborough County, Florida, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as second class mail matter at the post office in Tampa, in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, this advertisement for publication in the said newspaper.

J Rosenthal

Sworn to and subscribed before me, this 30 day

of APRIL, A.D. 19 97

Personally Known or Product Identification

Type of Identification Produced

(SEAL)

Charlotte A. Offner

NOTICE OF INTENT TO ISSUE PERMIT

Pasco County Government gives notice that on May 8, 1997, it intends to consider issuance of a Class II Development Permit to Winn Dixie Stores, Inc., for the construction of Winn Dixie Grocery Store, consisting of 48,468 square feet, located at the Northeast corner of SR 54 & Collier Pkwy., Section 30, Township 26 Range 19.

Consideration of this development permit application will be by the Pasco County Development Review Committee at the Courthouse Commission Chambers, 38053 Live Oak Avenue, Dale City, Florida 33525, at 1:30 p.m. All applications will be considered at the stated time or as soon thereafter as is practical.

The Class II development permit application is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the following locations:

West Pasco Government Center
7530 Little Road - Suite 210
New Port Richey Florida 34654

Pasco County Central Permitting Division
13852 17th Street
Dade City, Florida 33525

Aggrieved persons whose interests are substantially affected by the permit issuance may appeal the permit in accordance with Section 317, Administrative Appeals, of the Pasco County Land Development Code. Any persons desiring to appeal will need a record of the proceedings and may need to insure that a verbatim record of the proceedings is transcribed including testimony and evidence presented in the record.

PR 3761

40097

CHARLOTTE A. OFFNER
Notary Public, State of Florida
My comm. expires April 21, 2000
No. CC548844



6-23-1997 9:52AM PLUM ENVIRONMENTAL 813 847 8084



PASCO COUNTY, FLORIDA

WEST PASCO GOVERNMENT CENTER
DEVELOPMENT REVIEW DIVISION
7530 LITTLE ROAD
NEW PORT RICHEY, FL 34654
TELEPHONE: (813) 847-8142
FAX: (813) 847-8901

May 12, 1997

Winn Dixie Stores, Inc.
2400 E. Hillsborough Ave.
Tampa, Fl. 33618

RE: Winn Dixie, Collier Pkwy/SR 54 (11PR97-006)

Dear Sirs:

Please be advised that on May 08, 1997, the Development Review Committee reviewed and approved the site plan for the above-referenced project as noted on the enclosed Agenda Memorandum. This approval is issued under the provisions of Section 306, Development Review Procedures, of the Pasco County Land Development Code.

The owner's/developer's acceptance of the enclosed conditions constitutes a notice of authorization to perform all related work as allowed by Section 306, Development Review Procedures, of the Land Development Code, but shall not include the structure, septic tanks, signs, construction within County/State right-of-way and all other construction activities requiring separate governmental permits. Should the owner/developer object to any condition of approval, as stated on the attached, a written notice of rebuttal or request for administrative appeal shall be submitted within 30 days of the decision in accordance with Section 317, Administrative Appeals, of the Pasco County Land Development Code. The owner/developer may contact this office for information regarding corresponding application and fee requirements.

The owner/developer shall obtain a hard copy site development permit prior to commencing any activity. No Certificate of Occupancy shall be issued until compliance with all requirements to include building and/or site inspection finals.

Any person failing to implement or carry out developments in accordance with all applicable requirements, conditions or approved plans shall be subject to penalties as stated in the Development Review Procedures.

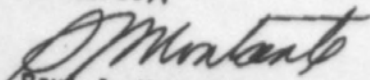
By issuance of this permit, Pasco County, its employees, and representatives assume no responsibility and/or liability in regard to either the design, construction or performance of the permitted facilities.

EXHIBIT

Page 2
Winn Dixie

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

Sincerely,



Paul J. Montante
Acting Development Review Manager

PJM/kc

Enclosure

cc: Coastal Engineering

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee

DATE: 5/8/97

FILE: DR97-906

SUBJECT: Class II, Commercial Development Review - Winn Dixie (File No. IIPR97-006) Preliminary/Construction Site Plan

FROM: *Paul J. Montante*
Paul J. Montante
Acting Development Review Manager

REFERENCES: Land Development Code, Section 306. Development Review Procedures: Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

Commission District:
Project Name:
Developer's Name:
Location:

The Honorable Pat Mulieri, Ed. D.
Winn Dixie
Winn Dixie Stores, Inc.
Northeast corner of S.R. 54 and Collier Parkway.
Section 30, Township 26 South, Range 19 East.
30-26-19-0000-04500-0000
RES-6 (Residential - 6 du/ga)
C-2 General Commercial
"X" and "A"
9.16 Acres, m.o.l.
1 (48,468 Square Feet)
Grocery Store
Central/Central (Pasco)
On-Site Retention
3
168
Vacant
Conditional

Parcel ID No.:
Land Use Designation:
Zoning District:
Flood Zone:
Acreage:
Number of Units:
Type of Units:
Water/Sewage:
Drainage:
Traffic Impact Fee Zone:
Transportation Analysis Zone:
Present Land Use:
Level of Service Analysis:

BACKGROUND:

On September 24, 1985, the Board of County Commissioners approved Petition No. 3038 rezoning the subject property from an A-R Agricultural-Residential District to a C-2 General Commercial District.

FINDINGS OF FACT:

1. The preliminary/construction site plan has been reviewed by the Growth Management/Zoning Department for compliance with the Pasco County Comprehensive Plan, and was found to be consistent with the Comprehensive Plan.
2. The preliminary/construction site plan for the above-subject project was prepared for Winn Dixie Stores, Inc., by Coastal Engineering Associates, Inc., and consists of 16 sheet(s) dated July 21, 1995; the sheets were last revised on March 24, 1997. The plans were originally received by the Development Review Division on January 7, 1997, and final revisions were received on March 24, 1997.

CONCURRENCY ANALYSIS:

The preliminary/construction site plan was reviewed by the applicable County departments for compliance with the Level of Service requirements of the Pasco County Comprehensive Plan. Based on review of the project, a conditional Certificate of Level of Service is being issued.

The conditional Level of Service Certificate is being issued with the following condition(s):

1. Utility service commitment fees shall be paid in accordance with Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

The developer acknowledges that in accordance with Section 402, Concurrency Management System, of the Pasco County Land Development Code, the conditional certificate of Level of Service shall expire on May 8, 1999.

RECOMMENDATION:

The Development Review Division recommends approval of the preliminary/construction site plan with the following condition(s):

1. The developer acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.
2. The owner/developer or project contractor shall obtain a hard-copy Site Development Permit from the Development Review Division prior to commencing any construction. No construction shall commence until the permit has been properly posted on the site.
3. The owner/developer shall arrange for a final site inspection approval by the Engineering Services Department prior to issuance of the Certificate of Occupancy (CO).
4. The developer acknowledges that in accordance with Section 402, Concurrency Management System, of the Pasco County Land Development Code, the conditional Certificate of Level of Service shall expire in two years from the date of approval of this project by the DRC.
5. The owner/developer shall acknowledge that this project is subject to the Pasco County New Development Fair Share Contribution for Road Improvements Ordinance and shall pay any applicable transportation impact fees assessed to the project in accordance with said ordinance and policy.
6. The owner/developer or project contractor shall notify the Engineering Services Department at least two working days prior to commencing any activity on the site.
7. All construction within County right-of-way will require a Right-of-Way Use Permit. Review and issuance of the Right-of-Way Use Permit shall be conducted in accordance with Pasco County Land Development Code, Section 311, Right-of-Way Use Permit, and must be obtained prior to commencement of construction. The developer shall ensure that any improvements installed in rights-of-way are constructed to County standards.
8. Utility service commitment fees shall be paid in accordance with Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.
9. The developer shall control all fugitive dust originating from the project site and shall indicate on the construction drawings the manner in which fugitive dust is to be controlled. Further, all retention pond side slopes and their associated swales shall be sodded to prevent soil erosion.
10. Prior to the issuance of the CO, the owner/developer shall grant a drainage easement to Pasco County over Pond DR-1 and its outfall. Maintenance responsibility of said pond shall be the responsibility of the owner.
11. Prior to the issuance of the CO, the owner/developer shall construct a deceleration lane at the entrance on Collier Parkway in accordance with Section 526 of the Florida Department of Transportation Roadway Design Standards.
12. The developer is hereby notified that the effective date of this development approval shall be the date of the final County action; however, no activity shall commence on site until such time as the acknowledgement portion of this document is completed (including notarization) and received by the Development Review Division.

The above project action is in substantial conformance with the Pasco County standards, approvals of the DRC and the Board, and any standards previously approved by the DRC and the Board. This action is based on office review of the plans, supporting documentation, and certification of the Engineer of Record.

DEVELOPER ACKNOWLEDGEMENT:

The developer acknowledge(s) that they read, understood, and accepted the above-listed conditions of approval.

(Date) WINN DIXIE STORES, INC.

I hereby certify on this ____ day of _____, 19____, A.D., before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____, _____ County, Florida, the day and year sforesaid.

My commission expires:

Notary Public, State of _____ at Large

PJM/winndx02/8a:dr

DEVELOPMENT REVIEW COMMITTEE ACTION:

Recommendation Approved _____ / Disapproved _____