

MEMORANDUM

June 4, 1998

TO: DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (JAEGER)

RE: DOCKET NO. 980242-SU - PETITION FOR LIMITED PROCEEDING TO IMPLEMENT TWO-STEP INCREASE IN WASTEWATER RATES IN PASCO COUNTY BY LINDRICK SERVICE CORPORATION.

Please place the attached letter dated June 2, 1998 (and its attachments) in the above-referenced docket file.

RRJ/lw

Attachment

cc: Division of Water and Wastewater (Willis, Chu, Munroe, Okome, Rendell)
 Division of Auditing and Financial Analysis (Forbes)

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE

06036 JUN-4 88

FPSC-RECORDS/REPORTING

RUTLEDGE, ECENIA, UNDERWOOD, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

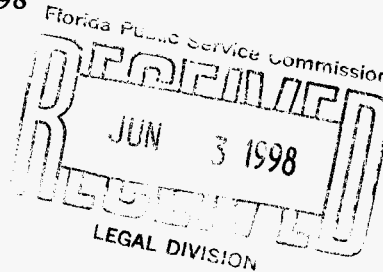
STEPHEN A. ECENIA
KENNETH A. HOFFMAN
THOMAS W. KONRAD
MICHAEL G. MAIDA
J. STEPHEN MENTON
R. DAVID PRESCOTT
HAROLD F. X. PURNELL
GARY R. RUTLEDGE
R. MICHAEL UNDERWOOD
WILLIAM B. WILLINGHAM

POST OFFICE BOX 551, 32302-0551
215 SOUTH MONROE STREET, SUITE 420
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788
TELECOPIER (850) 681-6515

GOVERNMENTAL CONSULTANTS:
PATRICK R. MALOY
AMY J. YOUNG

June 2, 1998



RECEIVED
JUN 3 8 32 AM '98
ADMINISTRATION
MAIL ROOM

Ralph Jaeger, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370, Gerald Gunter Building
Tallahassee, Florida 32399-0850

Re: Docket No. 980242-SU

Dear Ralph:

Enclosed is a copy of the executed Bulk Wastewater Agreement between the City of New Port Richey and Lindrick Service Corporation. I have also included a copy of a letter to Mr. Borda from the City's Public Works Director, Thomas O'Neill, and a cover letter to the Agreement from Gerald J. Seeber, City Manager. Finally, I have also enclosed a copy of a newspaper article from the Pasco County Times which discusses the Agreement.

Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Hoffman".

Kenneth A. Hoffman

KAH/rl

Enclosures

cc: Mr. Robert C. Nixon
Mr. Joseph Borda

City of New Port Richey

'The Gateway To Tropical Florida'

May 22, 1998

Mr. Joseph R. Borda
President
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, Florida 34656-1176

**SUBJECT: BULK WASTEWATER AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY
AND LINDRICK SERVICE CORPORATION**

Dear Mr. Borda:

At its regular meeting of May 19, 1998, the New Port Richey City Council approved the Bulk Wastewater Agreement between the City of New Port Richey and Lindrick Service Corporation. A fully executed agreement is enclosed. We have retained one fully executed agreement for our files.

A copy of the agreement is also being sent you at the Merchantville, New Jersey address.

A copy of a letter sent by Mr. Thomas O'Neill, Director of Public Works, is also enclosed regarding information that the City of New Port Richey is requiring from Lindrick Service Corporation.

Sincerely yours,



Gerald J. Seeber
City Manager

GJS/lik

Encls.-2

cc: Richard Snyder
Thomas O'Neill
Thomas Morrison
Borda Engineers, Merchantville, NJ

CM980562

**BULK WASTEWATER TREATMENT AGREEMENT
BETWEEN
THE CITY OF NEW PORT RICHEY
AND
LINDRICK SERVICE CORPORATION**

THIS AGREEMENT, made and entered into by and between **THE CITY OF NEW PORT RICHEY**, a duly chartered municipal corporation in the State of Florida, acting by and through its **CITY COUNCIL**, the governing body thereof, hereinafter referred to as "**CITY**", and **LINDRICK SERVICE CORPORATION**, a Florida corporation, organized under the laws of the State of Florida, hereinafter referred to as "**LINDRICK**".

WITNESSETH:

WHEREAS, **LINDRICK** has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to an area located in Pasco County pursuant to Chapter 367.041, Florida Statutes and said certificated service area is further described in "EXHIBIT A" attached hereto; and,

WHEREAS, **LINDRICK** has requested the **CITY** to provide bulk wastewater treatment service for the existing and new customers of **LINDRICK'S** system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the **CITY** desires to provide bulk wastewater treatment services to **LINDRICK** for the purpose of offering centralized wastewater service from the New Port Richey Wastewater Treatment Plant, which presently possesses sufficient excess capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service, the **CITY** desires to provide certain standards for the expansion and maintenance of the **LINDRICK** wastewater collection system and certain requirements for the quality of effluent delivered by **LINDRICK** to the **CITY** for treatment.

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 herein, the **CITY** and **LINDRICK** intending to be legally bound thereby, agree as follows:

Section I. Recitals.

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

Section II. Purpose.

It is the purpose and intent of this agreement to provide for central public sewer service to existing homes and structures and future homes and structures located in the certificated area of LINDRICK and to provide for additional assurances of timely payment to the CITY of all costs incurred in the provision of such service by the CITY, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section III. Bulk Wastewater Treatment Service.

A. Volume Treated: Subject to the conditions and limitations set forth in this agreement, the CITY shall provide bulk wastewater treatment service in an amount of up to 850,000 gallons per day (annual average daily flow or "AADF") to LINDRICK. LINDRICK shall be responsible for making the actual connection to the CITY'S sewer force main and for any future maintenance to the connection facilities. Prior to, and as a condition precedent to, the connection of the LINDRICK system to the CITY's sewer force main, it shall be the responsibility of LINDRICK to furnish proof, in a form acceptable to the City, from LINDRICK'S independent engineer to the CITY that chloride levels in the LINDRICK sewer system effluent do not exceed 600 mg/l. The CITY shall have no obligation to allow LINDRICK to connect to the City's system absent receipt by the CITY of such proof. With respect to Lindrick making improvements in order to reduce the chloride levels to less than 600 mg/l, Lindrick shall keep the City fully informed as to the improvements being made and the City may inspect any and all of the work associated with said improvements. The CITY prior to the time the work is actually performed shall approve the location and type of connection. Such work shall be supervised and directed by the CITY and must meet all applicable State and CITY standards. Subsequent to connection to the City System, Lindrick shall utilize its best efforts as part of an ongoing sewer collection system rehabilitation program to further reduce chloride levels in its system effluent below 600 mg/l in accordance with City or State requirements. Lindrick further agrees that subsequent to connection to the City System, the City shall be the sole provider of wastewater treatment for the Lindrick service area during the term of this agreement. Lindrick acknowledges that the City has to meet certain discharge limits with respect to chlorides and to assist the City in meeting this limit, and as part of Lindrick's continuing efforts, it will make a good faith effort to reduce its chloride levels below 400 mg/l.

1. Meter Installation: LINDRICK shall install, as part of its connection to the CITY system, an appropriate metering device(s) meeting CITY specifications, at the point of connection which is acceptable to the CITY, for the purposes of determining the amount of wastewater treatment service being provided by the CITY pursuant to this agreement. It shall be the responsibility of

LINDRICK to pay all costs associated with the purchase and installation of such meter(s). Following installation, the CITY shall own, operate, and maintain the meter(s), and the CITY shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the CITY'S wastewater collection system. LINDRICK shall also be provided reasonable access to the meter(s) for testing and reading purposes. LINDRICK shall be liable for the cost of the purchase and installation of any additional meters or similar equipment or devices used to measure the amount of wastewater treated.

2. Meter Reading and Payments: The CITY will invoice LINDRICK on a monthly basis, in accordance with meter readings taken. The invoice will cover services already rendered. LINDRICK shall make payment based upon the meter readings within thirty (30) days of the billing date. Charges are due when rendered and will become past due thirty (30) days from the billing date at which time a \$5.00 or 10% penalty may be assessed, whichever is greater. Nothing contained herein, including the charging of penalties, shall extend the due date for any payment. Utility service will be discontinued if payment of all charges and penalties is not received within forty five (45) days from the billing date. Any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the CITY to those remedies set forth in the default section including, but not limited to, termination of service.

3. Meter Reading Disputes and Remedies: In the event LINDRICK disputes the accuracy of any meter reading, it must notify the CITY within fifteen (15) days of billing and demonstrate, through appropriate calibration testing, that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of receipt by LINDRICK are final and not subject to dispute. In the event LINDRICK disputes the billing, it shall still pay the amount billed by the CITY. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then LINDRICK will be reimbursed or credited for any difference within thirty (30) days of such determination. If LINDRICK demonstrates that the CITY'S meter is not working properly, then the CITY shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meters' performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company, as to the meter's performance or accuracy, shall be binding upon the parties. In the event the meter is determined to be accurate with the manufacturer's range of tolerance, then the cost of testing shall be paid by LINDRICK. If the meter is determined to be inaccurate and outside the range of tolerances, then the CITY shall pay for the cost of testing.

B. Monthly Service Rate: LINDRICK agrees to pay the CITY a service rate of One and 96/100 Dollars (\$1.96) per thousand gallons of wastewater treated based upon the meter readings. The New Port Richey City Council, in accordance with the CITY'S rate-setting procedures may adjust this initial user service rate, including any or all components thereof, upward or downward, from time to time.

C. Impact Fee for Existing and Future Development: An 89 cents (\$.89) per thousand gallons capital recovery surcharge shall be charged by the CITY for wastewater flow treated from LINDRICK for existing and future development within the Public Service Commission certificated area of LINDRICK.

D. Excess Capacity: Provided sufficient unused and uncommitted capacity is available at the New Port Richey Wastewater Treatment Plant, as determined by the CITY, and further provided that all appropriate permits have been obtained by LINDRICK from State regulatory agencies, the CITY agrees to treat wastewater in excess of 850,000 gallons per day (AADF) pursuant to this agreement up to available capacity which may vary from time to time as often as daily.

E. Discharge Regulations: LINDRICK agrees to abide by the City of New Port Richey Code of Ordinances, including any regulations for discharge to the City Wastewater Collection System, and as such regulations may be changed from time to time by requirement of Federal or State authorities and/or by the CITY. In the event that a customer of LINDRICK violates the CITY'S discharge regulations, then LINDRICK shall be responsible for any cost incurred by the CITY for the violation, including any fine levied by any regulatory agency. Furthermore, LINDRICK agrees to cooperate with the CITY in any effort to detect and correct violations of the discharge regulations.

F. Coordination of Flows: LINDRICK will cooperate in every possible reasonable way with the CITY to control flows into the plant so that the flows shall not exceed the permitted per-day maximum for the plant.

G. Service Commitment: The CITY shall use its best efforts to provide the treatment capacity needed by LINDRICK to serve its customers. However, the CITY shall not be liable for damages to LINDRICK or to any third party resulting from the City's inability to provide sewer services pursuant to this agreement when such inability is attributable to equipment failure, regulatory restrictions, force majeure or uncontrollable circumstances and the customers of LINDRICK are being affected and treated in a manner similar to the customers of the CITY. LINDRICK agrees to indemnify and to hold the CITY harmless from any such liability and any costs or expenses including, without limitation, attorneys' fees, incurred by the CITY in connection with defending any claim for such liability whether or not suit is brought.

H. Public Sewer Collection System: LINDRICK shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the CITY'S wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for LINDRICK to tap into said system, including all design, construction, repair, and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the CITY system to be repaired and maintained in accordance with appropriate CITY standards and specifications.

I. Permits: LINDRICK shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority over the LINDRICK public sewer collection system.

J. Waiver of Breach: No waiver of breach of any of the terms of this agreement shall be construed to be a waiver of any succeeding breach.

Section IV. General Provisions.

These conditions are binding upon the successors and assignees of the parties hereto. Whenever one- (1) party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

CITY:

City Manager
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652-2785

LINDRICK SERVICE CORPORATION:

Joseph Borda, President
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, Florida 34656

AND

Borda Engineers
Centre Chestnut Street
Merchantville Train Station
Merchantville, NJ 08109

Giving notice as provided for in this paragraph may change these addresses.

Section V. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this agreement, then the other party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within fifteen (15) days after the date of written notice, then this agreement, at the option of the other party, shall terminate. In the event the CITY elects to terminate pursuant to this section, such termination shall include the cessation of bulk wastewater services.

Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this agreement without the necessity for any written notice to LINDRICK.

Section VI. Utility System Charges.

LINDRICK shall fix, revise, maintain, and collect such fees, rates, rentals, or other charge for the use of the products, services, and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this agreement. LINDRICK shall maintain its utility system operation and maintenance accounts throughout the term of this agreement for the purpose of paying its obligations and liabilities hereunder.

Section VII. Miscellaneous Provision.

A. **Force Majeur:** In the event the parties' performance of this agreement, other than the payment of money, is prevented or interrupted by consequent 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 of regulations or requirements, acts or actions of any government, except the CITY, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. **Subsequent Documents:** The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this agreement.

C. **Service Limitation:** This agreement shall not be considered an obligation on the part of the CITY to perform in any way other than as indicated herein. The CITY shall not be obligated under the terms of this agreement to treat additional wastewater from LINDRICK from areas outside of LINDRICK'S certificated area, or areas which are not presently served by LINDRICK, unless the CITY issues written notification that it does not object to such additional service.

D. **Binding Effect:** This agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. This agreement shall not be assigned by LINDRICK without the express permission of the CITY; however, the CITY shall not unreasonably withhold such consent.

E. **Term:** Following the City's acceptance of Lindrick's proof that its chloride levels do not exceed 600 mg/l and Lindrick's connection to the City System as provided in provision III.A. hereof, the City shall provide bulk wastewater treatment for Lindrick's existing and new customers for a term of two (2) years commencing on the date of Lindrick's actual discharge into the City system. If during this two year term Lindrick performs in accordance with the terms and conditions of this agreement, including maintaining chloride levels below 600 mg/l, Lindrick shall have the option to extend the term of this agreement up to ten additional years. Provided, however, if within one year of the execution of this agreement Lindrick fails to provide the required proof that its chloride levels are less than 600 mg/l and Lindrick fails to connect to the City System as provided in provision III.A. hereof, this agreement shall terminate and becomes null and void.

F. Public Service Commission Approval: LINDRICK agrees that immediately upon execution by the CITY of the Bulk Wastewater Agreement, LINDRICK will file the same with the Florida Public Service Commission and, in the event Commission approval is required, LINDRICK shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of this agreement, in the event the Commission's approval of this agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the CITY'S obligations hereunder.

G. Termination: Notwithstanding any provision herein to the contrary, should the City elect to terminate this agreement after the City is providing bulk wastewater treatment for Lindrick, the City shall give written notice of its decision to terminate and afford Lindrick a reasonable time to construct and permit a new wastewater treatment plant capable of treating all of Lindrick's wastewater. It is agreed by the parties hereto that a reasonable time to construct and permit a new wastewater treatment plant capable of treating all of Lindrick's wastewater shall not exceed three years. The City shall continue to provide bulk wastewater service until the new plant is in operation, provided that Lindrick continues to abide by the discharge regulations set forth in Section III.E., and the meter reading and payments provisions set forth in Section III.A.2. of this agreement.

Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective hands and seals this 12th day of May, 1998.

(SEAL)

LINDRICK SERVICE CORPORATION

ATTEST

BY: [Signature]
 Print Name: Margaret E. Morrison

BY: [Signature]
 JOSEPH BORDA, PRESIDENT

(SEAL)

CITY OF NEW PORT RICHEY, FLORIDA

ATTEST

BY: [Signature]
 JUNE BOTTNER, CITY CLERK

BY: [Signature]
 PETER A. ALTMAN, MAYOR

APPROVED AS TO LEGAL FORM AND CONTENT

BY: [Signature]
 THOMAS K. MORRISON, CITY ATTORNEY

City of New Port Richey

'The Gateway To Tropical Florida'

PUBLIC WORKS DEPARTMENT

6420 Pine Hill Road • Port Richey, Florida 34668

(813) 841-4536
FAX# (813) 841-4586

May 20, 1998

Mr. Joe Borda
c/o Borda Engineers
Centre Chestnut Street
Merchantville Train Station
Merchantville, N.J. 08109

FAXED
5/21/98
to Mr. Borda
+ H. Deemer-H20

RE: Lindrick Bulk Wastewater Treatment Agreement

Dear Mr. Borda:

Please be advised that at a regular meeting on May 19, 1998, the New Port Richey City Council approved the Bulk Wastewater Treatment Agreement between the City and the Lindrick Service Corporation. A fully executed copy of the Agreement will be sent to your office subsequent to final execution by the Mayor and City Clerk.

With respect to the Agreement, the Lindrick Service Corporation is required to keep the City fully informed with regard to the collection system improvements necessary to reduce chloride levels in the Lindrick System to less than 600 mg/l. Accordingly, I am requesting that you provide my office with a schedule and a descriptive plan for the Lindrick Collection System improvements at the earliest opportunity. The City intends to be fully knowledgeable with regard to the construction activity on the Lindrick System and plans to inspect work in progress in order to receive the necessary assurances that the contract chloride limits can be maintained in the Lindrick System subsequent to connection to the City.

I look forward to hearing from you in the near future regarding the matter and please feel free to contact me if there are any questions or if any further information is desired.

Sincerely,



Thomas A. O'Neill
Public Works Director

TON/pc *PW980518

~~G. Secher~~

R. Kramer
E. Denny
G. Deremer

PASCO TIMES

THURSDAY ■ MAY 21, 1998

New Port Richey to take sewage

■ City officials say the deal with Lindrick Service Corp. offers two key advantages: money and environmental protection.

By RICHARD VERRIER
City Staff Writer

NEW PORT RICHEY — Seeking to make money and protect Cross Bayou, the city has decided to treat all wastewater from troubled Lindrick Service Corp.

The New Port Richey City Council approved a contract with Lindrick on Tuesday night, agreeing to process up to 850,000 gallons per day of

untreated sewage from Lindrick, a private utility serving west Pasco's Gulf Harbor's development.

The utility has been under an order from the Florida Department of Environmental Protection to fix or shut down its plant, which regulators say has been polluting Cross Bayou.

The agreement, which was supported by the DEP, allows Lindrick to take its plant off-line. Lindrick would divert its sewage to the city, but only after making repairs to ensure that its wastewater meets city standards.

"I think this is the responsible thing to do here," City Council member Ginny Miller said. "We were asked to step into this. I think

we have to."

"It's going to be a benefit to both parties involved," added City Council member Frank Parker.

Officials say the deal offers two key advantages to the city: money and environmental protection.

Lindrick, which already buys drinking water from the city, will pay the city \$2.85 per thousand gallons of treated sewage, generating more than \$460,000 a year in revenue. The additional flows will also help lower operating costs at the sewage plant on Main Street.

"From the staff's perspective it makes good business sense to add the flow to the city's plant." City

Please see **SEWAGE** Page 2

Sewage from Page 1

Manager Gerald Seeber wrote in a memo.

The deal also gives the city a chance to protect Cross Bayou from further pollution. The DEP says Lindrick has for years been dumping thousands of gallons of treated sewage that is toxic to fish and plants.

Under the contract, Lindrick will have one year to repair its system, including leaky pipes, to ensure that its sewage meets city standards.

The city, for example, requires that wastewater contain no more than 600 milligrams per liter of total

chlorides. High chloride levels could damage the city's plant and equipment.

The city sewage plant is equipped with electronic devices that automatically record the chemical contents of the wastewater. The records are reviewed daily. "It's not anything that we can get fooled on," Seeber said.

The two-year contract also gives the city authority to inspect the Lindrick plant and take enforcement action if it fails to meet city codes.

For Lindrick, the agreement improves its standing with the DEP.

"Lindrick had two choices: They either had to clean up their operation or find some other way of

disposing their effluent," said David MacColeman, an environmental supervisor in the DEP's wastewater section. "One of the ways of doing that was to take it off-line and have the city of New Port Richey treat it."

Still, other sticking points remain. The DEP, for example, wants Lindrick to reduce its chloride levels well below 600 milligrams per liter and to repair a lift station, MacColeman said. Lindrick's chloride levels have been in the 1,200 to 1,400 range, he said.

Lindrick has appealed the DEP's findings and a hearing is scheduled June 24-26 in Tampa.

Until those differences are resolved, the DEP won't issue Lindrick permits to serve new development. That includes a proposed 360-apartment com-

plex east of Sea Forest Drive. The city is annexing the 20-acre property, known as the Walker Parcel, which is within Lindrick's service area.

What effect the bulk wastewater agreement will have on Lindrick's 3,000 customers is uncertain.

Also Tuesday, the city finalized the purchase of the remaining waterfront property off Main Street bridge and agreed to spend more than \$50,000 for a drainage project in Jasmine Acres.

Dozens of residents there have complained about flooding problems, which they blame on a small culvert under Oelsner Street.

The city might replace the culvert with a bridge or construct a second culvert.

Post-It® Fax Note		7671	Date	5-26-98	# of Pages	1
To	Bob Nuyon		From	Joe Borda		
Co./Dept.			Op.			
Phone #			Phone #	813-799-2266		
Fax #	813-799-2602		Fax #			