

STATE OF FLORIDA



Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
DIVISION OF WATER & WASTEWATER
CHARLES H. HILL
DIRECTOR
99 DEC -6 PM 9:25
(850) 413-6900
MAIL ROOM

Public Service Commission

May 25, 1999

991818-W5

Mr. Pete Quinn
Fisherman's Cove of Stuart, Inc.
P.O. Box 1830
Stuart, FL 34995-1830

Re: Application for Transfer of Water Certificate No. 407-W and
Wastewater Certificate No. 343-S from Fisherman's Cover of
Stuart, Inc. In Martin County.

Dear Mr. Quinn:

Forwarded with this letter is an application package for the
transfer of the certificate of authorization for a regulated
water or wastewater utility to a governmental authority.

Please be advised that Section 367.071(4)(a), Florida
Statutes, requires that the governmental authority obtain from
the utility or the Commission certain financial information about
the utility prior to the sale. A copy of this section of Chapter
367, Florida Statutes, and Rule 25-30.037, Florida Administrative
Code, is included in the application package. The information to
be provided is contained in the annual report the utility files
with the Commission. If you have any questions about what is
required by this section of the statute, please contact the
undersigned.

In addition, while the sale to a government authority is
approved as a matter of right, **regulatory assessment fees up to
the date the governmental entity takes over the utility must be
paid by the transferor to the Commission.** If the fees are not
timely paid, penalty and interest will accrue until they are
paid. Attached at the back of the application package are the
water and wastewater Regulatory Assessment Fee Return (RAF) forms
to calculate the amount due.

DOCUMENT NUMBER - DATE
14872 DEC-69
FFSC-RECORDS/REPORTING

Mr. Pete Quinn
May 25, 1999
Page 2

The completed RAF form(s) and a check payable to the Florida Public Service Commission in the amount due should be mailed to the address for Records and Reporting given below. Please mark "Final Payment for (year)" on the form and check. If you have any questions concerning the amount owed, you may contact the Division of Water and Wastewater at the telephone number given below.

The **original and five copies** of the completed application and supporting documentation, **one copy** of the maps (if applicable), the **original and two copies** of the revised tariff sheets (if applicable) and the appropriate RAF form(s) and fee(s) must be filed with:

**Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850.**

Also, please ensure that Water Certificate No. 407-W and Wastewater Certificate No. 343-S are returned with the filing.

If you have any questions concerning this material, please feel free to contact Billie Messer, a member of my staff, at 850/413-6990.

Sincerely,



John D. William
Chief, Bureau of Policy Development
and Industry Structure

JDW/BBM/jn
Enclosures

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING
APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY
(Section 367.071, Florida Statutes)**

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Water and Wastewater, Bureau of Industry Structure and Policy Development (850) 413-6900.

Note that, pursuant to Section 367.071(4)(a), Florida Statutes, a governmental authority, prior to taking any official action, shall request from the utility or the Commission the most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Return applicable regulatory assessment fee and form with the application.
5. Return utility's original certificate(s) with the application for transfer.
6. The **original and five copies** of the completed application and attached exhibits; **one copy** of each territory and system map (if applicable); the **original and two copies** of the proposed tariff sheet(s) (if applicable); the appropriate regulatory assessment form(s) and fee(s); and the original certificate(s) should be mailed to:

**Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of (all or part) of the facilities operated under Water Certificate No. 407-W and/or Wastewater Certificate No. 343-S located in Martin County, Florida, and submits the following:

PART I APPLICANT INFORMATION

- A) The full name (as it appears on the certificate), address and telephone number of the seller (utility):

Fisherman's Cove of Stuart, Inc.

Name of utility

(561) 287-5406

Phone No.

(561) 286-9758

Fax No.

4361 S.E. Chesapeake Bay Drive

Office street address

Stuart

City

FL

State

34997

Zip Code

P.O. Box 1830, Stuart, FL 34995

Mailing address if different from street address

N/A

Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

Arthur G. Quinn, III (561) 287-5406

Name

Phone No.

4361 S.E. Chesapeake Bay Drive

Street address

Stuart

FL

34997

City

State

Zip Code

C) The full name, address and telephone number of the governmental authority:

Martin County Board of County Commissioners

Name of utility

(561) 221-1442

() N/A

Phone No.

Fax No.

2401 S.E. Monterey Rd.

Office street address

Stuart

FL

34996

City

State

Zip Code

P.O. Box 9000, Stuart, FL 34995-9000

Mailing address if different from street address

N/A

Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

John Polley

(561) 221-1442

Name

Phone No.

2378 East Ocean Blvd

Street address

Stuart

FL

34996

City

State

Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit B - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit D - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:
Commission Action August 26, 1999.
Agenda closing date on or about December 31, 1999.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit N/A - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit N/A - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit N/A - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 9-10.) Sample tariff sheets are attached. (Pages 11-14.)

PART IV AFFIDAVIT

I Arthur G. Quinn, III (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY:


Applicant's Signature

Arthur G. Quinn, III

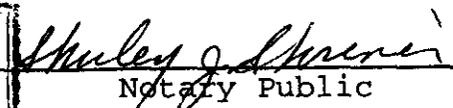
Applicant's Name (Typed)

President

Applicant's Title *

Subscribed and sworn to before me this 24
of November 1999.




Notary Public

* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

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RE: Certificate Numbers 309-W & 257-S

Certificates for numbers 309-W & 257-S have not been located and are presumed lost. Enclosed is a copy of the letter dated June 19, 1978 granting Fisherman's Cove the water and wastewater certificates.

State of Florida



Commissioners:
PAULA HAWKINS, CHAIRMAN
WILLIAM T. MAYO
ROBERT T. MANN

Engineering Department
HAROLD E. JANES, DIRECTOR
(904) 488-8501

Public Service Commission

June 19, 1978

FISHERMAN'S COVE OF STUART, INC.
Post Office Box 1830
South Kanner Highway
Stuart, Florida 33494

Re: Certificate Numbers 309-W & 257-S

Dear Sir:

Enclosed are Certificate Numbers 309-W and 257-S, granted pursuant to Order Number 8357 in Docket Numbers 770759-W and 770760-S, dated June 14, 1978.

Very truly yours,

James O. Collier, Jr.

James O. Collier, Jr.
Supervisor
Water & Sewer Section

JOC:kp

cc: Commission Clerk

enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of FISHERMAN'S COVE)
OF STUART, INC., for a certificates to) DOCKET NUMBERS 770759-W &
operate water and sewer utilities in) 770760-S
Martin County, Florida.) (AP)
Section 367.041, Florida Statutes.)
ORDER NO. 8357

ISSUED: 6-14-78

The following Commissioners participated in the disposition of this matter:

PAULA F. HAWKINS, Chairman
WILLIAM T. MAYO
ROBERT T. MANN

ORDER GRANTING CERTIFICATES

BY THE COMMISSION:

On October 5, 1977, we received the application of Fisherman's Cove of Stuart, Inc., for certificates to provide water and sewer service to the public in Martin County, Florida, pursuant to the provisions of Chapter 367.041, Florida Statutes.

The officers of Fisherman's Cove of Stuart, Inc., are: Arthur G. Quinn, Jr., President; Richard Beck, Vice President; Jack Sailer, Secretary; and Jeff Price, Treasurer.

The applicant gave notice pursuant to the provisions of Sub-section 367.041(4), Florida Statutes, to the utilities within a ten mile radius of the territory applied for and to the County Commission of Martin County on August 11, 1977. Notice by newspaper publication was made in The Stuart News on August 15, 22, 29, and September 5, 1977.

The utility has obtained the proper permits from the Department of Environmental Regulation, State of Florida.

More than twenty days have passed since the utility gave notice and filed this application; no protests to the application have been received by this Commission. The applicant has paid the appropriate filing fee.

We find that Fisherman's Cove of Stuart, Inc., has adequate financial ability to operate a water and sewer utility. We find that there is need for service in the area sought to be certificated. We further find that the public interest warrants the granting of a water and sewer certificate to the applicant. It is, therefore,

ORDERED by the Florida Public Service Commission that Water Certificate Number 309-W and Sewer Certificate Number 257-S be and are hereby granted to Fisherman's Cove of Stuart, Inc., Post Office Box 1830, South Kanner Highway, Stuart, Florida 33494, authorizing the utility to provide water and sewer service to the territory described as follows:

In Township 38 South, Range 41 East, Martin County, Florida.

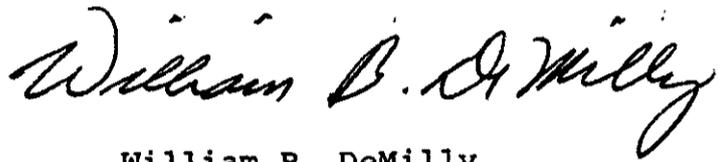
Sections 3 and 10

Start at the Northwest corner of Lot 21 of Stuart Farms; said point lying on the Easterly right-of-way line of State Road 76 and being the POINT OF BEGINNING for the following described parcel; thence run North 66 degrees 22 minutes 22 seconds East, for a distance of 564.08 feet; thence run South 23 degrees 32 minutes 43 seconds East, for a distance of 2008.89 feet; thence run South 66 degrees 18 minutes 03 seconds West, for a distance of 669.35 feet; thence run North 23 degrees 32 minutes 32 seconds West, for a distance of 876.19 feet to a point on a curve concave to the left, having a radius of 5779.65 feet and a central

Docket No. 770759-W & 770760-S
Order No. 8357
Sheet No. 2

angle of 7 degrees 14 minutes 09 seconds; said point also lying on the East right-of-way line of State Road 76; thence run Northerly along the arc of this curve (which is also the Easterly right-of-way of State Road 76) for a distance of 729.91 feet to a point of tangency of the Easterly right-of-way line of State Road 76; thence run North 20 degrees 33 minutes 35 seconds West, along the Easterly right-of-way of State Road 76 for a distance of 409.66 feet to the POINT OF BEGINNING.

By Order of Chairman PAULA F. HAWKINS, Commissioner WILLIAM T. MAYO, and Commissioner ROBERT T. MANN, as and constituting the Florida Public Service Commission, this 14th day of June, 1978.



William B. DeMilly
COMMISSION CLERK

(S E A L)

HAM

Exhibit A

**WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of August, 1999, by and between Martin County, a political subdivision of the State of Florida ("County") and Fisherman's Cove of Stuart, Inc., a Florida Corporation ("Seller").

RECITALS

A. Seller is the owner of a water production, storage, treatment, transmission, and distribution system, and a wastewater treatment, transmission, collection and effluent disposal system (hereinafter referred to collectively as the "System"), that provides water and wastewater disposal to lands located in Martin County, Florida known as "Fisherman's Cove" and "Somerset".

B. Pursuant to and in accordance with its governmental powers under Chapters 125 and 163, Florida Statutes, its home rule power under Florida Law, and the Martin County Comprehensive Growth Management Plan, Martin County has determined that the purchase of the System is in the public interest.

C. The Martin County Board of County Commissioners has held the public hearing and prepared the statement of public interest pursuant to Florida Statutes section 125.3401.

D. Seller is willing to sell portions of the System to the County and the County is willing to purchase portions of the System, all on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PURCHASE AND SALE OF PURCHASED ASSETS.

2.1 On the Closing Date, as hereinafter defined, Seller shall sell, assign, transfer, convey and deliver to the County all of its right, title and interest in and to that portion of the System, consisting of such personal and mixed property used or held for use in connection with the System, hereinafter referred to as the "Purchased Assets", as more specifically set forth herein and the County shall purchase, accept and pay for all such rights, title and interest in and to the Purchased Assets. The Purchased Assets consist of:

2.1.1 Plant and Other Facilities. The following assets owned by Seller described in Exhibit A attached hereto and by this reference made a part hereof: all water transmission and distribution facilities; and all wastewater collection, transmission, and pumping facilities of every kind and description whatsoever including without limitation, all lift stations, pumps, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other water and/or wastewater service connections, and all other water and wastewater physical facilities and property installations in use in connection with the operation of the System by Seller. The parties agree that the wells, the water treatment plant, and the wastewater treatment plant are being retained by Seller.

2.1.2 Other Rights. All rights, privileges, easements, licenses,

prescriptive rights, right-of-ways, and rights to use public and private roads, highways, streets, and other areas owned and/or used by Seller in connection with the construction, reconstruction, installation, maintenance and operation of the System and the Purchased Assets (collectively referred to as the "Easements"). The Easements are more particularly set forth and described in Exhibit B, attached hereto and by this reference made a part hereof.

2.1.3 Customer Deposits. A list of customer deposits by name and account number, setting forth the amount of each individual deposit and aggregate total thereof is set forth on Exhibit C attached hereto and by this reference made a part hereof. The list shall be updated to the Closing Date by Seller. At Closing Seller will transfer all Customer Deposits, plus accrued interest thereon as required by the Public Service Commission, to the County by credit against the Purchase Price.

2.1.4 Customer and Supplier Lists; Other Records. All current customer records and supplier lists, as-built surveys and water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records and all other information and business records in the possession of Seller that relate to the operation of the System. Seller may make copies of its books and records, at its expense, before transferring the original or (if the original is not available) copies of the books and records to the County.

2.1.5 Permits and Approvals. All existing (including expired) permits and other governmental authorizations and approvals of any kind necessary to operate and maintain the System in accordance with all governmental

requirements, as more specifically described in Exhibit D to this Agreement. The County agrees to execute necessary forms required by governmental agencies to transfer such permits and approvals.

2.1.6 Contracts. All contracts, licenses, and agreements used in connection with Seller's ownership or use of the Purchased Assets or System.

2.1.7 Purchase of Entire Water and Wastewater Facilities. Notwithstanding any provisions herein to the contrary, the County may not elect to purchase one (1) of the facilities and not the other. If the County exercises any right it has under this Agreement not to purchase either the water or the wastewater facilities, it loses its right to purchase the other.

2.2 Accounts Receivable. On or about the Closing Date, Seller and the County shall jointly cause the meter for each customer's water and/or wastewater account to be read. Thereafter, and no later than twenty (20) days following the Closing Date Seller shall "final bill" each such customer for all water and wastewater service not previously billed for by Seller as of the Closing Date. Seller shall collect and retain all revenues collected pursuant to the joint meter reading, as of the Closing Date.

SECTION 3. PURCHASE PRICE AND PAYMENT.

3.1 Purchase Price. The County agrees to pay Seller on the Closing Date, and Seller agrees to accept as the purchase price for the Purchased Assets the not to exceed maximum amount of One Million Dollars and No Cents (\$1,000,000.00/100) calculated and subject to reduction as contemplated herein (as so calculated and reduced, the "Purchase Price"). The Purchase Price shall be paid at

Closing by a County check or federal or other immediately available funds by wire transfer to a bank and bank account designated by Seller. Prior to Closing, Seller shall deliver written wiring instructions to the County if Seller desires a wire transfer.

3.2 Payment. The Purchase Price shall be payable at Closing by the method designated by Seller pursuant to paragraph 3.1 of this Agreement. The parties acknowledge and agree that the Purchase Price is a maximum and is subject to reduction, adjustment and retention as set forth in this Agreement.

3.3 Adjustments and Prorations. At the time of closing, the parties covenant and agree that the following adjustments shall be made:

(1) Personal property taxes for 1999 on all and personal property, which is being conveyed by Seller to the County, prorated as of the Closing Date, shall be paid by Seller and shall be deposited in escrow with the Martin County Tax Collector, pursuant to the provisions of Section 196.295, Florida Statutes.

(2) Seller shall request all of its suppliers and vendors to submit final invoices for services, materials, and supplies, including electricity for the period up to and including the Closing Date. Seller shall be responsible for, and shall provide to the County, upon request, evidence of the payment of all such invoices.

(3) Twenty thousand dollars (\$20,000.00) of the Purchase Price shall be retained by the County at Closing and shall be released upon receipt by the County of satisfactory evidence, in the sole opinion of the County, that the water and wastewater treatment plants forming a part of the System shall have been removed or dismantled and decommissioned at the sole expense of Seller and any and all

permits and approvals of any regulatory agencies required in connection therewith shall have been obtained and the decommissioning shall have been accomplished in accordance with such permits and approvals (any removal, dismantling, and/or decommissioning herein called "Decommissioning"). Upon determining that the Decommissioning is satisfactory, the County shall issue a County check to Seller in the amount of twenty thousand dollars (\$20,000.00) within ten (10) business days.

(4) Any hazard insurance premiums on the Purchased Assets shall be prorated from the Purchase Price, or shall be cancelled, at the sole option of the County.

(5) All adjustments and prorations shall be calculated as of 11:59 p.m. of the Closing Date. Credits and charges for the Closing Date shall belong to, and be borne by, Seller. All adjustments and prorations shall be made, where applicable, by netting such amounts against the amount payable by the County.

3.4 Closing Expenses. Documentary stamps and surtax, if any, on the Bill of Sale and the cost of recording the Bill of Sale, the Easements, and any other document required to consummate this transaction shall be paid by Seller. All other closing costs or expenses shall be paid by Seller. Certified, confirmed and ratified special assessments or liens as of the Closing Date shall be paid by Seller.

3.5 Corroboration of Payments After Closing. In each instance in which either Seller or the County is to receive money from the other party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be

necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment. In the event the party making the inspection discovers an error in payment, the party making the payment shall promptly transfer the difference in payment to the party who is entitled to payment.

SECTION 4. CONTINGENCIES TO CLOSING. This Agreement, the obligations of the County hereunder, and the Closing of the transaction contemplated in this Agreement are contingent upon the following:

4.1 Seller shall perform or cause to be performed all of the work in connection with the interconnection of portions of the System to the County's system ("Interconnection") as follows:

4.1.1 A Florida licensed professional engineer shall have designed the Interconnection to the standards and specifications of the County's Department of Environmental Services ("Specifications"), a copy of such Specifications having been provided by the County to Seller prior to execution of this Agreement. The approved plans and Specifications are attached hereto as Exhibit E and by this reference made a part hereof;

4.1.2 The Interconnection shall be built to the Specifications by an appropriately licensed contractor under the laws of the State of Florida in accordance with a written contract by and between Seller and such contractor that provides for the following:

4.1.2.1 A payment bond and a performance bond, each in an amount equal to the construction price of the Interconnection, and issued by a surety satisfactory to the County;

4.1.2.2 A one (1) year warranty on the Interconnection work, assigned to the County at Closing;

4.1.2.3 The contractor shall not commence work on the Interconnection until all insurance required under this section has been obtained and such insurance has been approved by the County.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall furnish original Certificates of Insurance prior to the commencement of work. The Certificate shall clearly indicate that contractor has obtained insurance of the type, amount and classification required for strict compliance with this section, and that no material change or cancellation shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve contractor of its liability obligations.

Contractor shall maintain during the term of the Interconnection work, Comprehensive General Liability Insurance in the amount of \$300,000 per occurrence to protect contractor from claims for damages for bodily injury, including wrongful death as well as from claims of property damage caused by contractor's operations or by anyone directly employed by or contracting with contractor.

Contractor shall maintain, during the term of Interconnection work, Comprehensive Automobile Insurance in the amount of \$100,000 per person for bodily injury and property damage liability and \$300,000 per occurrence, to protect contractor from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use or maintenance

of owned and non-owned automobiles whether such operations are by the contractor or by anyone directly or indirectly employed by the contractor.

Contractor shall maintain, during the term of this Agreement, Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more) per Florida Statutes section 440.02.

Contractor shall maintain Fire and Extended Coverage Insurance for Building Construction Projects only including vandalism and malicious mischief, to protect the County and the Contractor in an amount not less than the contract amount for the Interconnection work.

All insurance other than Worker's Compensation required herein to be maintained by Contractor shall specifically name the County as an "Additional Insured".

4.1.2.4 All required FDEP and other permits are to be obtained by Seller prior to the commencement of any work by the contractor;

4.1.2.5 Inspection and testing of the Interconnection after completion by both the County and Seller and their respective designees and prompt repair by the contractor of any Interconnection work that fails any such test or inspection; and

4.1.2.6 Certification of the contractor that all subcontractors, laborers, materialmen, and material suppliers have been paid and that there are no liens, claims, security interests or encumbrances in favor or same

with respect to the Interconnection work at the time of final completion of the Interconnection work.

4.1.3 All time and materials invoices, together with any other invoices of the contractor constructing the Interconnection; the detailed invoices of the engineer who designed the Interconnection; all permitting costs associated with the Interconnection; and a certification from the project engineer for the Interconnection with respect to the total costs of the Interconnection shall be submitted to the County at least fourteen (14) days prior to Closing.

4.2 Seller shall perform or cause to be performed the Decommissioning as soon as practicable after the Closing Date as follows:

4.2.1 The Decommissioning shall be done by an appropriately licensed contractor under the laws of the State of Florida in accordance with a written contract by and between Seller and such contractor that provides for the following:

4.2.1.1 Insurance of the types and in the amounts described in paragraph 4.1.2.3;

4.2.1.2 All required FDEP and other permits are to be obtained by Seller prior to the commencement of any Decommissioning work by the contractor;

4.2.1.3 Inspection and testing of the Decommissioning after completion by both the County and Seller and their respective designees and prompt repair by the contractor of any Decommissioning work that fails any such test or inspection.

4.2.2 Following completion of Decommissioning, the area shall be inspected in the presence of designees of the County and Seller, and the results of such inspection shall be satisfactory to the County in its sole discretion. After the County is satisfied with the results of such inspection, the County shall send a County check in the amount of Twenty thousand dollars (\$20,000.00) to Seller as set forth in paragraph 3.3(3).

4.3 Seller shall have obtained the written approval of the Florida Public Service Commission for transfer of the Purchased Assets from Seller to the County. Seller agrees to pay all fees and costs incurred by Seller incident to such dealings with the Florida Public Service Commission. It is agreed that County shall apply every reasonable effort to cooperate with Seller to obtain approval from the Florida Public Service Commission and will render all reasonable assistance to Seller necessary to obtain such approval.

4.4. The parties acknowledge and agree that the Easement premises set forth on Exhibit B constituting part of the Purchased Assets are or will be encumbered by one or more mortgage liens. All such Easement premises shall be released from the lien of any mortgage at or prior to Closing.

4.5 Event of Default. Unless the time of performance is extended or waived in writing by the County, it shall be an event of default if Seller or the County fail timely to perform in accordance with any of the conditions precedent and contingencies set forth in this Agreement. In such event, either Seller or the County at such party's sole option, may terminate this Agreement with no liability to other parties.

SECTION 5. TITLE MATTERS.

5.1 Status of Title. Contemporaneously with or before the execution of this Agreement by Seller and the County, Seller at the sole cost and expense of Seller shall deliver to the County an ALTA Form B title commitment for the Easements being sold by Seller under this Agreement as set forth on Exhibit B. The commitment for an Owner's ALTA Form B title insurance policy in favor of the County shall be the amount of \$132,000.00. The policy shall be written on Attorneys' Title Insurance Fund or such other underwriter as the County may approve. Seller shall bear the cost of the title insurance policy.

5.2 Exception of Title. The Commitment shall show Seller to be (i) vested with fee simple title to the Property shown on Exhibit A; and (ii) vested with valid easement interests for the Property described in Exhibit B, subject only to following (the "Permitted Exceptions"):

- (1) Ad valorem real estate taxes and assessments for the year 1999 and subsequent years;
- (2) Restrictions set out in the recorded plats of subdivisions covered by the System;
- (3) Easements for utilities and drainage set out in such recorded plats of subdivisions; provided, however, that none of the restrictions or easements set out in such recorded plats or subdivisions shall prevent, hinder or restrict the present use of the Property;
- (4) Restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the present use of or improvement

to the Property as permitted by applicable zoning and land use regulations presently in effect and that are not coupled with a forfeiture or reversionary provision; and

(5) All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, prohibitions and other requirements, none of which will prevent or hinder the present use of the Property.

5.3 Status of Title. The County shall have thirty (30) days from receipt of the Commitment within which to examine same. If the County finds title, as shown on the Commitment, to be defective (i.e., matters which render title unmarketable in accordance with title standards adopted by The Florida Bar and that are not Permitted Exceptions), the County shall, no later than the expiration of such 30 (thirty) day period, notify Seller in writing specifying the defect(s). If the County has given Seller timely written notice of defect(s) and the defect(s) render the title other than as required by this Agreement, Seller shall use all reasonable efforts to cause such defect(s) to be cured by the Closing Date, provided, however, that in no event shall Seller be required to bring suit or to expend any sum in excess of one hundred thousand dollars (\$100,000.00) in the aggregate to cure title defects, exclusive of mortgages or other monetary liens against the Property which are in a liquidated amount and which Seller has the obligation to discharge on or before Closing under the terms of this Agreement. In the event that defects are timely raised by the County and Seller, after exercising all reasonable efforts, cannot cure same prior to the Closing Date, then, in that event, the County shall have the right: 1) to rescind and terminate this Agreement without liability by either party to the

other. Notice of such election shall be given by the County to Seller, in writing, as contemplated in this Agreement, within thirty (30) days after receipt from Seller of written notice to the County that such title defects cannot be cured prior to the Closing Date.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to the County that, as of the Closing Date:

6.1 Organization, Standing and Power. Seller is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida. Seller has all requisite power and authority to own and operate its properties, the Purchased Assets, and the System, and to conduct its businesses as same are currently being conducted.

6.2 Authority for Agreement. Seller has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement: has been duly authorized by all action required to be taken by Seller; has been duly executed and delivered by Seller; and constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

6.3 Good and Marketable Title. Subject to the Permitted Exceptions, Seller has good and marketable title to the Purchased Assets.

6.3.1 Seller shall transfer, convey and assign to the County at Closing an enforceable Easement interest for each of the Easement parcels shown in Exhibit B so that the present use of the Easement parcels may be continued by the County for the operation of the System. The Easement interests shown in Exhibit B conveyed to the County shall not be subordinate to any superior interests which

could result in the County losing the right to use the Easement parcel for utility purposes. Any such superior interests shall be deemed a title defect under paragraph 5.3 hereof and shall be cured by Seller as set forth in that paragraph. At Closing, Seller shall assign to the County all of its Easement interests in the System regardless of whether such Easement is listed in Exhibit B. Such form of assignment shall be satisfactory to the County.

6.4 No Liens or Encumbrances. Except as otherwise specifically set forth in this Agreement or as may be released prior to the Closing Date, there are no mortgages, liens, claims or encumbrances of any type or nature upon or against the Purchased Assets including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the county where the Property is located or with the Secretary of State. To the best of Seller's knowledge, after full investigation, there are no restrictions or conditions of record which would affect the use of the System or the Purchased Assets described in Exhibit A and there are no off-record or undisclosed legal or equitable interests in the Purchased Assets owned or claimed by any other person, firm, corporation or other entity.

6.5 Litigation. There are no actions, suits, or proceedings at law or in equity, pending against Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the System or any of the Purchased Assets or Seller's right and ability to enter into, make and perform this Agreement; nor is Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceedings. Except as set

forth in Exhibit F attached hereto and by this reference made a part hereof, Seller is not in default with respect to any order or decree of any court or of any administrative or governmental agency or instrumentality affecting the System or any of the Purchased Assets. Seller acknowledge and warrant that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the System of the Purchased Assets. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy (or under any other debtor relief laws) contemplated by or threatened against Seller or the Purchased Assets which would adversely affect Seller's interest in the Purchased Assets or the County's title to the Purchased Assets subsequent to the Closing.

6.6 No wetland areas of the Purchased Assets portion of the System have been filled without appropriate permits.

6.7 No Governmental Violations. There are no violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the System except as set forth in Exhibit H.

6.8 Absence of Changes. After the date of the execution of this Agreement, Seller shall not:

(1) undergo any change in its condition or properties, assets, liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to

the operation of the System;

(2) acquire or dispose of any of the System's assets or properties of material value (in excess of \$5,000.00) except in furtherance of this Agreement, and except with the County's consent, which shall not be unreasonably withheld;

(3) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, intentionally fail to comply with all System permit requirements. Furthermore, Seller hereby indemnifies the County from any judicial or administrative fines or penalties that may arise by virtue of a failure to comply with or violation of any condition of such consumptive use permit.

(4) fail to seek or obtain any and all necessary permit extensions or renewals so that all such permits are valid, reissued or extended as of the Closing Date.

6.9 Disclosure. No representation or warranty made by Seller in this Agreement contains any untrue statement of material fact or omit to state any material fact required to make the statements herein contained not misleading.

6.10 Survival of Covenants, Indemnification. Seller agrees that all the representations and warranties set forth herein are true and correct as of the date of the execution hereof, shall be true and correct as of the Closing Date, and shall survive for three (3) years following the Closing Date. Seller shall indemnify the County from and hold the County harmless against any and all claims, demands, costs, losses or liabilities, damages and expenses, including legal fees, paid or

incurred by the County as a result of Seller's representations or warranties being false, or Seller's failure to adequately and timely perform any covenant.

6.11 FIRPTA. Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Section 1445 (b) (2) of the Internal Revenue Code. On the Closing Date, Seller shall deliver to the County a certificate to such effect.

6.12 No materials which would constitute "Hazardous Wastes", "Hazardous Substances", "Hazardous Material", "Pollutants", "Toxic Substances", "Solid Wastes", or "Contaminants" (as such terms are defined by any applicable law, ordinance, rule, prohibition or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation Recovery Act, the Toxic Substances Control Act, the Clean Air Act, as amended, the Federal Water Pollution and Control Act, as amended, or their Florida equivalents) with respect to air, water or environmental conditions are located on, beneath or about the Purchased Assets; the Purchased Assets have not been used for the generation, treatment, storage or disposal of any of the aforementioned materials, nor has there been any release or discharge of any of the aforementioned materials on, beneath or from the Purchased Assets in excess of the amounts allowed by law or regulation; there are no threatened or pending investigations concerning the Purchased Assets by any Florida or federal agency charged by law with the enforcement of any environmental law or regulation; the Purchased Assets are not now being used and have not been used in the past in any manner which violated any

Florida or federal environmental law or regulation; and there are no underground storage tanks located in, on, at or under the Purchased Assets.

SECTION 7. CONDUCT PENDING CLOSING. Seller covenants that prior to the Closing Date:

7.1 Business Conduct. Except as otherwise consented to in writing by the County, whose consent shall not be unreasonably withheld, for the period beginning on the date of the execution of this Agreement and ending on the Closing Date, Seller shall:

(1) operate the System in, and only in, the usual, regular and ordinary course and fully comply with all applicable governmental requirements and laws;

(2) maintain all of the System's structures, equipment, permits and other tangible personal property in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

(3) keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the System;

(4) perform in all material respects all of its obligations under any and all agreements, contracts, and instruments relating to or affecting the System's properties, assets and operation;

(5) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respects with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation

of the System;

(6) promptly advise the County, in writing, of any material change which adversely affects the operation of the System;

(7) not enter into any transaction, including without limitation, the purchase, sale or exchange of the Purchased Assets or any other property which relates to the System, the value of which exceeds five thousand dollars (\$5,000.00) except in furtherance of this Agreement;

(8) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with any and all System permit requirements and seek to obtain all necessary permit extensions or renewals so that such permits are valid, extended or subject to a request for an extension as of the Closing Date;

(9) provide copies of all correspondence to and from the Florida Department of Environmental Protection in connection with the operation of the System.

7.2 Risk of Loss. Seller shall bear the risk of loss, damage or destruction of the Purchased Assets by fire or other casualty prior to and including the Closing Date. If any portion of the Purchased Assets is damaged by fire, act of God or other casualty before the Closing Date, Seller shall immediately notify the County and the County shall have the option of (1) proceeding to Closing and taking the Purchased Assets as is, without reduction in price, together with Seller's assignment to the County of all rights under its insurance policies and all of the

insurance proceeds, if any; 2) proceeding to Closing and taking the Purchased Assets, as is, with a reduction in Purchase Price based upon a percentage allocation of the Purchase Price derived by comparing the net book value of the Purchased Assets destroyed to the net book value of the System and Seller shall maintain all rights under its insurance policies and to all of the insurance proceeds; or (3) terminate this Agreement with no liability to Seller.

7.3 No Encumbrances. From and after the date of the execution of this Agreement, Seller will not, without the prior written consent of the County, which consent shall not be unreasonably withheld, dispose of or encumber any of the Purchased Assets.

7.4 Access to Records. Seller will at all times cooperate by providing reasonable access, upon prior written notice (not less than forty-eight (48) hours in advance), to their records and facilities for inspection to assist in acquainting the County's operating and administrative personnel in the operation of the System; provided, however, that no such inspection shall materially interfere with the operation of the System or the day to day activities of Seller's personnel.

7.5 Performance of Closing Conditions. Seller shall perform all of the conditions to Closing which should be performed by Seller prior to the Closing Date as provided herein.

7.6 Insurance. Prior to the Closing Date, Seller shall maintain adequate fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets that may be required by casualty damage.

7.7 Examination and Inspection. Seller shall permit reasonable

examination by the County's authorized representatives of all existing contractual obligations, physical systems, assets, real estate, right-of-ways, easements and inventories which are utilized by Seller in connection with the System. No such examination by the County's authorized representatives shall materially interfere with Seller's operations of the System or the day to day operations of Seller's personnel. Seller shall make these assets and records available for examination by the County's authorized representatives at reasonable times and upon prior written notice (not less than forty-eight (48) hours in advance) from the County. Such facilities will be properly maintained by Seller within the custom and usage of the water and wastewater industry in Florida until the Closing Date.

SECTION 8. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants to Seller, as follows:

8.1 Organization, Standing and Power of the County. The County is a political subdivision of the State of Florida, validly existing under the laws of the State of Florida and has all requisite power and authority to enter into, execute and deliver this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.

8.2 Authority for Agreement. The County has held all of the necessary public hearings to authorize the County's purchase of the System pursuant to and in accordance with the terms of this Agreement. This Agreement has been duly authorized by all action required to be taken by the County, has been duly executed and delivered by the County, and constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms.

8.3 Disclosure. No representation or warranty made by the County, to the best of the County's knowledge, in this Agreement contains or will contain any untrue statement or material facts or omits or will omit to state any material fact required to make the statements herein contained not misleading.

8.4 Litigation. There are no actions, suits, or proceedings at law or in equity, pending against the County before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the County's ability to enter into and perform this Agreement. The County shall have the continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to its ability to perform its obligations under the Agreement.

8.5 Performance of Closing Conditions. The County shall perform all of the conditions for Closing which should be performed by the County prior to the Closing Date as provided herein.

8.6 Survival of Covenants. The County agrees that its representations and warranties set forth herein are true and correct as of the date of the execution hereof, shall be true and correct at the time of the Closing Date, but shall only survive for three (3) years following the Closing Date.

SECTION 9. ASSIGNMENT. The County, and Seller agree that this Agreement may not be assigned, in whole or in part, by Seller that any such attempted or purported assignment shall be void and shall be grounds for the County to terminate this Agreement without liability to Seller. The County may assign this

Agreement in whole without Seller's consent at any time to any entity that is a municipal, governmental, quasi-governmental, cooperative, or non-profit authority or corporation. Nothing herein shall be construed as creating any personal liability on the part of any officers, or agent of the County who may be a party hereto.

SECTION 10. CLOSING. As used in this Agreement, references to "a closing", the "closing" or "day of closing" shall mean the Closing of the purchase and sale contemplated by this Agreement. Provided that all conditions precedent and contingencies to Closing have been so performed or have occurred or been waived in accordance with the terms of this Agreement, the place of Closing shall be in Martin County at the Martin County Administration Building, County Attorney's office, 4th floor, 2401 SE Monterey Road, Stuart, Florida, and such Closing shall occur on or before December 31, 1999 (the "Closing Date"), beginning at 9:00 a.m. or at such earlier date or time as the parties mutually agree to in writing. Immediately following the Closing Date, the County shall have full right to the possession of all of the Purchased Assets wherever the same may be located.

SECTION 11. CLOSING DOCUMENTS AND PROCEDURES.

11.1. Deliveries from Seller. The following documents shall be delivered by Seller to the County at a preclosing meeting to be held at least 10 days prior to the Closing Date but shall be executed on the Closing Date:

11.1.1 Instruments of conveyance, in recordable form, of all the Easements as described in Exhibit B conveying to the County all of Seller's right, title and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way

are free and clear of all liens, security, interests, encumbrances, leasehold interests, charges, options, covenants or restrictions other than Permitted Exceptions, as that term is defined herein;

11.1.2 Absolute assignment by Seller of all other interests in the Purchased Assets, together with an absolute assignment of all contracts, agreements, permits and approvals provided for herein;

11.1.3 Bills of sale or other documents of assignment and transfer, with full warranties of title, to all Purchased Assets other than those assets covered by paragraphs 11.1.1, and 11.1.2 hereof;

11.1.4 All business records sold to the County hereby;

11.1.5 All permits, governmental authorizations and approvals, together with transfer approvals from any and all agencies that have issued such permits, authorizations, and approvals;

11.1.6 Standard no-lien affidavit in a form required by the title company as to realty and personalty ensuring against any liens, claims or encumbrances upon the Purchased Assets;

11.1.7 A "non-foreign" affidavit or certificate pursuant to Section 1445 of the Internal Revenue Code; and

11.1.8 A ALTA Form B Title Policy insuring title to the Easements dated the date of Closing in accordance with Section 5 of this Agreement.

11.2. Deliveries from the County. On the Closing Date, the County shall pay the Purchase Price as set forth in paragraph 3.1 of this Agreement, reduced as set forth in this Agreement.

SECTION 12. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS. Each party hereto shall be responsible for its own attorneys' fees, engineering fees, consulting fees and other costs in connection with the preparation and execution of this Agreement and the Closing of the transaction contemplated herein.

SECTION 13. COMMISSIONS. Seller and the County each warrant to the other that the transaction contemplated by this Agreement is a direct, private transaction among Seller and the County without the use of a broker or commissioned agent.

SECTION 14. FURTHER ASSURANCES. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, with no change in the Purchase Price, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this Agreement.

SECTION 15. NOTICES; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY: County Administrator
Martin County
2401 SE Monterey Road
Stuart, Florida 34996

with a required County Attorney
copy to: 2401 SE Monterey Road
Stuart, Florida 34996

Seller: Arthur Quinn, III
4361 SE Chesapeake Bay Drive
Stuart, FL 34997

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given within three (3) days after deposit in the U.S. Mail.

SECTION 16. NO INTERFERENCE WITH EMPLOYMENT. Seller will not interfere with the County hiring the present operational staff of the System.

SECTION 17. ENTIRETY OF CONTRACT; AMENDMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

SECTION 18. PLEDGE OF CREDIT. Seller shall not pledge the County's

credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. .

SECTION 19. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the named parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a named party hereto.

SECTION 20. BINDING EFFECT. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the County and Seller.

SECTION 21. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 22. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida and any legal action instituted because of this Agreement shall be initiated in Martin County.

SECTION 23. AVAILABILITY OF FUNDS. The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated by the Board of County Commissioners of Martin County.

SECTION 24. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON

TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

SECTION 25. MISCELLANEOUS.

25.1. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be strictly construed against any one of the parties hereto.

25.2. Except for the provisions of Section 3 and Section 11.1 hereof, in the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

25.3. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

25.4. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

25.5. This Agreement may be executed in several counterparts, but each such counterpart shall be deemed an original, but all such counterparts will constitute only one agreement.

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

Attest

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Marsha Stiller by J. Peterson
Marsha Stiller, Clerk

Janet K. Gettig
Janet K. Gettig, Chair

Approved as to form and
correctness

Gary K. Oldenoff
Gary K. Oldenoff
County Attorney

FISHERMAN'S COVE OF STUART, INC., a
Florida Corporation

[Corporate Seal]

By: [Signature]

Attest:

By: [Signature]
Sect/Treas.

Title: President

EXHIBIT LIST

Exhibit A	Master List of All Purchased Assets
Exhibit B	Easements
Exhibit C	List of Customer Deposits
Exhibit D	Permits and Approvals
Exhibit E	Interconnection Specifications
Exhibit F	Litigation Disclosure

EXHIBIT A

**FISHERMAN' S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**

Fisherman's Cove - Section 1 - 1977**Water Distribution System**

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Replace. Cost</u>	<u>Deprec. Cost</u>
6" PVC Main	2,220	LF	\$12	\$26,640	\$12,654
3" PVC Main	1,550	LF	\$9	\$13,950	\$6,626
6" Gate Valves	4	EA	\$500	\$2,000	\$950
3" Gate Valves	5	EA	\$250	\$1,250	\$594
2" Blowoffs	2	EA	\$250	\$500	\$238
Fire Hydrants	5	EA	\$1,700	\$8,500	\$3,400
Services	60	EA	\$325	\$19,500	\$9,263
Meters	110	EA	\$150	\$16,500	\$0
			Subtotal	\$88,840	\$33,724

Wastewater Collection System

8" VCP 0-6'	2573	LF	\$16	\$41,168	\$19,555
8" VCP 6-8'	264	LF	\$18	\$4,752	\$2,257
8" VCP 8-10'	114	LF	\$22	\$2,508	\$1,191
8" VCP 10-12'	128	LF	\$26	\$3,328	\$1,581
Manhole 0-6'	9	EA	\$1,500	\$13,500	\$3,000
Manhole 6-8'	1	EA	\$1,900	\$1,900	\$422
Manhole 8-10'	1	EA	\$2,400	\$2,400	\$533
4" Services	1525	LF	\$10	\$15,250	\$7,244
			Subtotal	\$84,806	\$35,783
			Total - Section 1	\$173,646	\$69,507

Fisherman's Cove - Section 2 Phase 1 - 1978

Water Distribution System

Item	Amount	Unit	Unit Cost	Replace. Cost	Deprec. Cost
6" PVC Main	2,500	LF	\$12	\$30,000	\$15,000
3" PVC Main	900	LF	\$9	\$8,100	\$4,050
6" Gate Valves	4	EA	\$500	\$2,000	\$1,000
3" Gate Valves	2	EA	\$250	\$500	\$250
2" Blowoffs	2	EA	\$250	\$500	\$250
Fire Hydrants	4	EA	\$1,700	\$6,800	\$2,914
Services	44	EA	\$325	\$14,300	\$7,150
Meters	88	EA	\$150	\$13,200	\$0
			Subtotal	\$75,400	\$30,614

Wastewater Collection System

8" PVC 0-6'	1683	LF	\$14	\$23,562	\$11,781
8" PVC 6-8'	562	LF	\$16	\$8,992	\$4,496
8" PVC 8-10'	300	LF	\$20	\$6,000	\$3,000
8" PVC 10-12'	50	LF	\$24	\$1,200	\$600
Manhole 0-6'	6	EA	\$1,500	\$9,000	\$2,333
Manhole 6-8'	1	EA	\$1,900	\$1,900	\$493
Manhole 8-10'	1	EA	\$2,400	\$2,400	\$622
Manhole 10-12'	1	EA	\$2,900	\$2,900	\$752
4" Services	1100	LF	\$10	\$11,000	\$5,500
Lift Station	1	EA	\$60,000	\$60,000	\$5,455
4" PVC FM	1000	LF	\$10	\$10,000	\$5,000
			Subtotal	\$136,954	\$40,032

Total - Section 2 Phase 1 \$212,354 \$70,646

Fisherman's Cove - Section 2 Phase 2 - 1980

Water Distribution System

Item	Amount	Unit	Unit Cost	Replace. Cost	Deprec. Cost
6" PVC Main	3,400	LF	\$12	\$40,800	\$22,440
6" Gate Valves	8	EA	\$500	\$4,000	\$2,200
Fire Hydrants	6	EA	\$1,700	\$10,200	\$4,954
Services	53	EA	\$325	\$17,225	\$9,474
Meters	106	EA	\$150	\$15,900	\$0
			Subtotal	\$88,125	\$39,068

Wastewater Collection System

8" PVC 0-6'	1800	LF	\$14	\$25,200	\$13,860
8" PVC 6-8'	1005	LF	\$16	\$16,080	\$8,844
8" PVC 8-10'	305	LF	\$22	\$6,710	\$3,691
8" VCP 10-12'	20	LF	\$26	\$520	\$286
Manhole 0-6'	6	EA	\$1,500	\$9,000	\$3,000
Manhole 6-8'	3	EA	\$1,900	\$5,700	\$1,900
Manhole 10-12'	1	EA	\$2,900	\$2,900	\$967
4" Services	1325	LF	\$10	\$13,250	\$7,288
Lift Station	1	EA	\$60,000	\$60,000	\$10,909
4" PVC FM	1300	LF	\$10	\$13,000	\$7,150
			Subtotal	\$152,360	\$57,894

Total - Section 2 Phase 2 \$240,485 \$96,962

Fisherman's Cove - Section 2 Phase 3 - 1984**Water Distribution System**

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Replace. Cost</u>	<u>Deprec. Cost</u>
6" PVC Main	3,200	LF	\$12	\$38,400	\$24,960
6" Gate Valves	5	EA	\$500	\$2,500	\$1,625
Fire Hydrants	4	EA	\$1,700	\$6,800	\$4,080
Services	54	EA	\$325	\$17,550	\$11,408
Meters	108	EA	\$150	\$16,200	\$0
			Subtotal	\$81,450	\$42,073

Wastewater Collection System

8" PVC 0-6'	1342	LF	\$14	\$18,788	\$12,212
8" PVC 6-8'	730	LF	\$16	\$11,680	\$7,592
8" PVC 8-10'	30	LF	\$20	\$600	\$390
8" PVC 10-12'	420	LF	\$24	\$10,080	\$6,552
Manhole 0-6'	4	EA	\$1,500	\$6,000	\$2,889
Manhole 6-8'	3	EA	\$1,900	\$5,700	\$2,744
Manhole 8-10'	1	EA	\$2,400	\$2,400	\$1,156
4" Services	1350	LF	\$10	\$13,500	\$8,775
			Subtotal	\$68,748	\$42,310
Total - Section 2 Phase 3				\$150,198	\$84,383

Fisherman's Cove - Section 2 Phase 4 - 1986

Water Distribution System

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Replace. Cost</u>	<u>Deprec. Cost</u>
6" PVC Main	3,750	LF	\$12	\$45,000	\$31,500
6" Gate Valves	8	EA	\$500	\$4,000	\$2,800
Fire Hydrants	4	EA	\$1,700	\$6,800	\$4,469
Services	53	EA	\$325	\$17,225	\$12,058
Meters	106	EA	\$150	\$15,900	\$0
			Subtotal	\$88,925	\$50,826

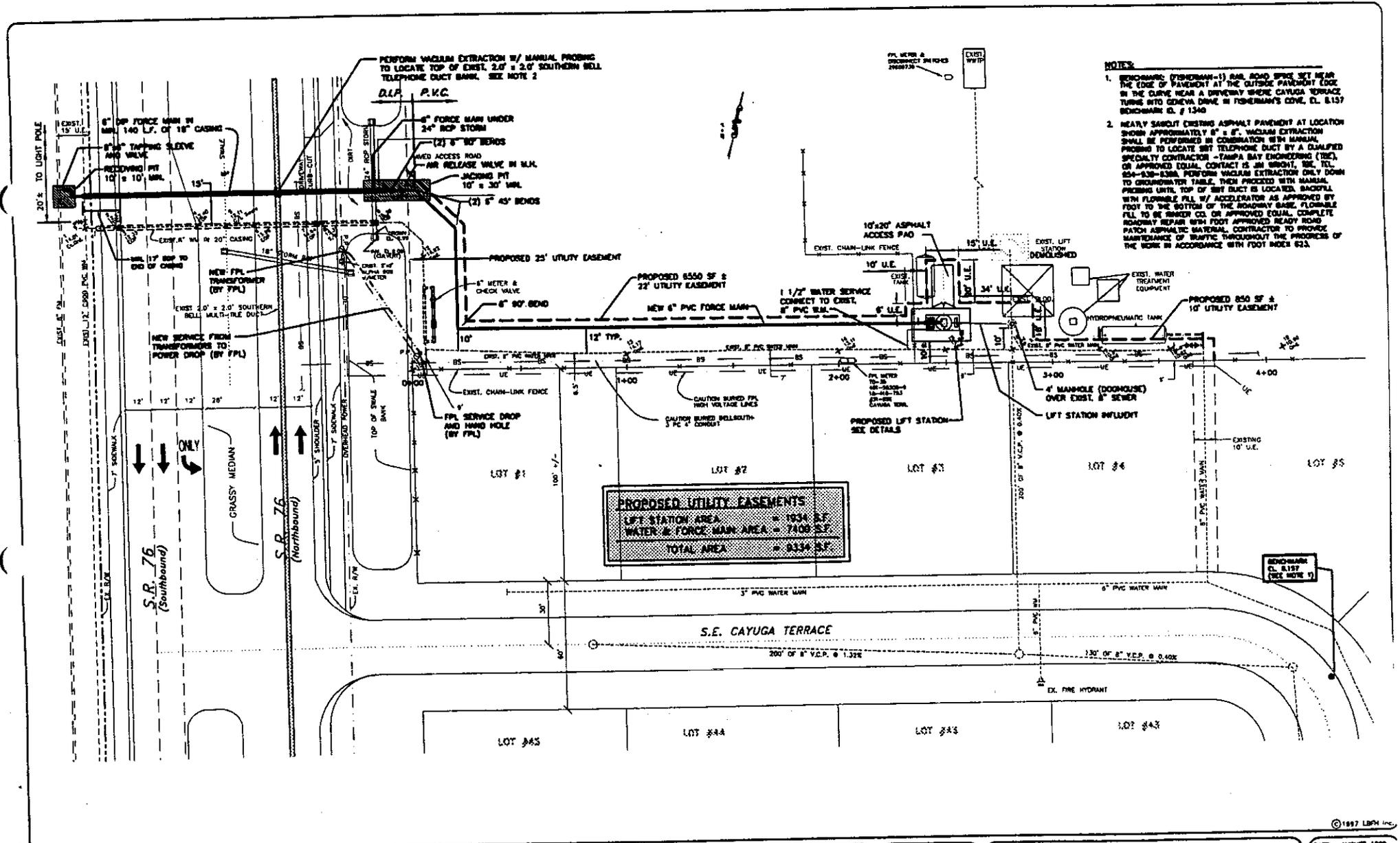
Wastewater Collection System

8" PVC 0-6'	1055	LF	\$14	\$14,770	\$10,339
8" PVC 6-8'	1740	LF	\$16	\$27,840	\$19,488
Manhole 0-6'	6	EA	\$1,500	\$9,000	\$5,000
Manhole 6-8'	4	EA	\$1,900	\$7,600	\$4,222
4" Services	1325	LF	\$10	\$13,250	\$9,275
			Subtotal	\$72,460	\$48,324

Total - Section 2 Phase 4 \$161,385 \$99,150

EXHIBIT B

**FISHERMAN'S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**



- NOTES**
1. BENCHMARK (FISHERMAN-1) B.M. 3240 SPICE SET NEAR THE EDGE OF PAVEMENT AT THE OUTSIDE PAVEMENT EDGE IN THE CURVE NEAR A DRIVEWAY WHERE CAYUGA TERRACE TURNS INTO GENEVA DRIVE IN FISHERMAN'S COVE, CL. 8.157 BENCHMARK I.D. # 1340
 2. NEARLY SMOOTH EXISTING ASPHALT PAVEMENT AT LOCATION SHOWN APPROXIMATELY 8' x 8'. VACUUM EXTRACTION SHALL BE PERFORMED IN COORDINATION WITH MANUAL PROBING TO LOCATE SET TELEPHONE DUCT BY A QUALIFIED SPECIALTY CONTRACTOR - TAMPA BAY ENGINEERING (TBE), OR APPROVED EQUAL. CONTACT IS JIM BRONDT, INC. TEL. 854-838-8388. PERFORM VACUUM EXTRACTION ONLY DOWN TO GROUNDWATER TABLE. THEN PROCEED WITH MANUAL PROBING UNTIL TOP OF SET DUCT IS LOCATED. BACKFILL WITH FLUORIBLE FILL W/ ACCELERATOR AS APPROVED BY FOOT TO THE BOTTOM OF THE ROADWAY BASE. FLUORIBLE FILL TO BE TAMPED CO. OR APPROVED EQUAL. COMPLETE ROADWAY REPAIR WITH FOOT APPROVED READY ROAD PATCH ASPHALT MATERIAL. CONTRACTOR TO PROVIDE MAINTENANCE OF TRAFFIC THROUGHOUT THE PROGRESS OF THE WORK IN ACCORDANCE WITH FOOT INDEI 623.

PROPOSED UTILITY EASEMENTS
 LIFT STATION AREA = 1934 S.F.
 WATER & FORCE MAIN AREA = 7408 S.F.
 TOTAL AREA = 9342 S.F.

EXHIBIT C

**FISHERMAN'S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
165050	ADMORE, FANNIE	61 SE ONTARIO WAY		WT	8/25/95 **	50.00	C	12/31/98	1.97
69020	AKERS, JAMES	4368 SE HAMILTON LN		WT	6/10/94 **	50.00	C	12/31/98	1.97
297004	ALLAN, RUTH	4471 SE ROARING BROOK WAY		WT	11/30/80 **	35.00	C	12/31/98	1.38
27019	ALLEN, GAIL MARK	4381 SE GENEVA DR		WT	7/01/84 **	35.00	C	12/31/98	1.38
25073	ALLEN, JOHN JR.	4341 SE GENEVA DR		WT	8/31/98	50.00	C		3.31
342044	ALSDORF, PAULA	4528 SE NIMROD LN		WT	9/06/95 **	50.00	C	12/31/98	1.97
253023	ANASTASIA, MARK	4360 SE CHESAPEAKE BAY DR		WT	7/01/97	50.00	C	12/31/98	1.97
214005	ANDERSON, JOHN	195 SE NORFOLK BLVD		WT	2/28/80 **	35.00	C	12/31/98	1.38
221026	ANDERSON, KENNETH	253 SE NORFOLK BLVD		WT	9/12/95 **	50.00	C	12/31/98	1.97
115027	ANDERSON, PETE	4180 SE GENEVA DR		WT	6/20/96 **	50.00	C	12/31/98	1.97
579038	ANZALONE, ISABELLE	4603 SE ONTARIO DR		WT	10/30/97	50.00	C	12/31/98	1.97
3022	ARBOREEN, LEONARD	21 SE CAYUGA TERR		WT	11/12/91 **	50.00	C	12/31/98	1.97
571141	ARENA, DONNA	97 SE SUPERIOR WAY		WT	1/13/99	50.00	C		
40027	AUMULLER, ROBERT	92 SE KEUKA TERR		WT	6/10/93 **	50.00	C	12/31/98	1.97
124006	AUSBORN, CAROL	6 SE NORFOLK BLVD		WT	5/01/87 **	50.00	C	12/31/98	1.97
329071	BAER, CURTIS	4523 SE CHESAPEAKE BAY DR		WT	10/23/98	50.00	C		2.73
576239	BAILEY, DIANE	14 SE ONTARIO WAY		WT	9/10/98	50.00	C		3.20
218021	BAKER, JAMES	235 SE NORFOLK BLVD		WT	1/26/96 **	50.00	C	12/31/98	1.97
268043	BALLATO, ELIZABETH	4428 SE NIMROD LN		WT	2/05/92 **	50.00	C	12/31/98	1.97
1501	BARBOUR, DAVID	4594 SE GENEVA DR		WT	10/14/88 **	50.00	C	12/31/98	1.97
9106	BARGER, JAN	81 SE CAYUGA TERR		WT	9/25/98	50.00	C		3.04
457019	BASSETT, LAURA	92 SE TAHO TERR		WT	7/21/95 **	50.00	C	12/31/98	1.97
44	BEANS, GARY	54 SE MEAD PL		WT	6/19/90 **	50.00	C	12/31/98	1.97
547029	BECKER, KEITH	94 SE ONTARIO WAY		WT	11/02/92 **	50.00	C	12/31/98	1.97
589041	BECKER, MARK	91 SE TAHO TERR		WT	10/28/93 **	50.00	C	12/31/98	1.97
456007	BECKER, RICHARD	90 SE TAHO TERR		WT	12/18/89 **	50.00	C	12/31/98	1.97
186000	BEHNKE, LEOPOLD	4587 SE GENEVA DR		WT	12/31/80 **	35.00	C	12/31/98	1.38
400227	BELL, CLIFFORD	4571 SE ROARING BROOK WAY		WT	7/10/89 **	50.00	C	12/31/98	1.97
60010	BELOFF, APRIL	4470 SE GENEVA DR		WT	7/25/88 **	50.00	C	12/31/98	1.97
19030	BENNETT, JOANNE	4241 SE GENEVA DR		WT	3/13/90 **	50.00	C	12/31/98	1.97
128100	BERMUDEZ, ALVARO	24 SE NORFOLK BLVD		WT	6/01/93 **	50.00	P	12/31/98	1.97
573010	BERRY, DAVID	106 SE SUPERIOR WAY		WT	7/14/95 **	50.00	C	12/31/98	1.97
121181	BERRY, KEVIN & LISA	22 SE CAYUGA TERR		WT	4/01/99	50.00	C		
311081	BILLEMAYER, PATRICIA	4404 SE BEAVER LN		WT	9/16/96 **	50.00	C	12/31/98	1.97
581010	BINGENHEIMER, ROBERT	4620 SE ONTARIO DR		WT	2/14/96 **	50.00	C	12/31/98	1.97
245068	BLAHOVEC, LOREN	4382 SE CHESAPEAKE BAY DR		WT	12/31/96 **	50.00	C	12/31/98	1.97
31004	BLOSSER, NOLON H	4441 SE GENEVA DR		WT	2/28/79 **	35.00	C	12/31/98	1.38
584002	BOAZ, BRENOA P	109 SE TAHO TERR		WT	3/10/87 **	50.00	C	12/31/98	1.97
172048	BONSER, GUY	4523 SE ONTARIO DR		WT	4/01/98	50.00	C	12/31/98	1.97
580019	BOSTON, ELIZABETH	4601 SE ONTARIO DR		WT	12/31/97	50.00	C	12/31/98	1.97
307007	BOTTERN, WENDY	4450 SE ROARING BROOK WAY		WT	4/10/86 **	50.00	C	12/31/98	1.97
256083	BOYD, CYNTHIA	4322 SE CHESAPEAKE BAY DR		WT	7/24/97	50.00	C	12/31/98	1.97
120024	BRAUN, FRANK	32 SE CAYUGA TERR		WT	11/06/89 **	50.00	C	12/31/98	1.97
325009	BRIGGS, ALBERTA	4482 SE CHESAPEAKE BAY DR		WT	7/01/82 **	35.00	C	12/31/98	1.38
170024	BRIGHTON, HEATHER	4543 SE ONTARIO DR		WT	5/05/98	50.00	C	12/31/98	1.97
299084	BRITTON, CONNIE	4491 SE ROARING BROOK WAY		WT	2/05/97 **	50.00	C	12/31/98	1.97
506053	BROWNE, PERCY	4597 SE GENEVA DR		WT	2/11/98	50.00	C	12/31/98	1.97
56003	BUCHANAN, EDGAR C	78 SE TIOGA PL		WT	1/01/85 **	50.00	C	12/31/98	1.97
161056	BUNCY, R. SHARON	81 SE ONTARIO WAY		WT	3/25/99	50.00	C		
185054	BUNDY, MICHELLE	4586 SE GENEVA DR		WT	6/29/98	50.00	C	12/31/98	1.97
123038	BURNS, DAVID	2 SE CAYUGA TERR		WT	11/03/95 **	50.00	C	12/31/98	1.97
280050	BUTTON, RAYMOND	274 SE NORFOLK BLVD		WT	3/26/90 **	50.00	C	12/31/98	1.97
308064	CABA, ANA	4422 SE BEAVER LN		WT	6/04/99	50.00	C		
257051	CABRERA, DAVID	4320 SE CHESAPEAKE BAY DR							

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
399029	CAIN, SUSAN	4559 SE ROARING BROOK WAY		WT	6/01/95 **	50.00	C	12/31/98	1.97
61055	CALABRESE, MICHAEL	4460 SE GENEVA DR		WT	6/14/96 **	50.00	C	12/31/98	1.97
478047	CALDWELL, ANGELA	53 SE ONTARIO WAY		WT	9/01/98	50.00	C		3.30
112171	CAMPBELL, ROBERT	43 SE MEAD PL		WT	8/15/97	50.00	C	12/31/98	1.97
50085	CARBONE, MARK	4398 SE HAMILTON LN		WT	10/29/94 **	50.00	C	12/31/98	1.97
28009	CARDINALE, ANTHONY	4391 SE GENEVA DR		WT	9/14/90 **	50.00	C	12/31/98	1.97
419035	CARIBO, NORMAN	4523 SE BEAVER LN		WT	8/31/78 **	35.00	C	12/31/98	1.38
1601	CARRIS, JOHN	4596 SE GENEVA DR		WT	2/29/96 **	50.00	C	12/31/98	1.97
220047	CARROLL, LADONNA	255 SE NORFOLK BLVD		WT	8/12/98	50.00	C		3.52
543014	CARTER SR, MAX	62 SE ONTARIO WAY		WT	10/02/98	50.00	C		2.96
216041	CASTRO, BIENVENDO	215 SE NORFOLK BLVD		WT	9/12/89 **	50.00	C	12/31/98	1.97
313016	CASTRO, VICTOR	196 SE NORFOLK BLVD		WT	6/08/92 **	50.00	C	12/31/98	1.97
238069	CASTRO, YVETE	4321 SE CHESAPEAKE BAY DR		WT	7/31/97	50.00	C	12/31/98	1.97
1019	CATLING, BARBARA	1 SE CAYUGA TERR		WT	5/01/98	50.00	C	12/31/98	1.97
309000	CAVAZOS, JULIA	4424 SE BEAVER LN		WT	5/02/95 **	50.00	C	12/31/98	1.97
89057	CHAMBERLIN, JOANN	4379 SE HAMILTON LN		WT	8/04/95 **	50.00	C	12/31/98	1.97
461071	CHASSE, PETER	72 SE TAHO TERR		WT	3/15/96 **	50.00	C	12/31/98	1.97
208018	CHASSE & FATIZZI	25 SE NORFOLK BLVD		WT	2/28/95 **	50.00	C	12/31/98	1.97
263060	CHASTEEN, MICHAEL	4387 SE NIMROD LN		WT	8/13/87 **	50.00	C	12/31/98	1.97
55024	CHEATHAM, CAROL	48 SE TIOGA PL		WT	8/25/95 **	50.00	C	12/31/98	1.97
288003	CHIAVARO, V	4465 SE BEAVER LN		WT	9/27/91 **	50.00	C	12/31/98	1.97
620030	CHITWOOD, MARVIN	4606 SE GENEVA DR		WT	7/31/81 **	35.00	C	12/31/98	1.38
283053	CHODKOWSKI, JOOY	4403 SE BEAVER LN		WT	10/27/88 **	50.00	C	12/31/98	1.97
391043	CIOFFI, PATRICK	4538 SE ROARING BROOK WAY		WT	12/19/97	50.00	C	12/31/98	1.97
241119	CLARK, JULIE	4343 SE CHESAPEAKE BAY DR		WT	10/22/96 **	50.00	C	12/31/98	1.97
353064	CLARK, PEARLIE	4505 SE NIMROD LN		WT	11/04/98	50.00	C		2.60
265051	CLEARY, BRIAN	4407 SE NIMROD LN		WT	8/30/93 **	50.00	P	12/31/98	1.97
453015	CLEMENTS, JOE	122 SE TAHO TERR		WT	4/23/90 **	50.00	C	12/31/98	1.97
591075	CLODFELTER, REGINA	59 SE TAHO TERR		WT	8/31/95 **	50.00	C	12/31/98	1.97
84018	COCHRAN, ELWOOD	67 SE TIOGA PL		WT	4/24/98	50.00	C	12/31/98	1.97
548075	CODDINGTON, EDWARD	102 SE ONTARIO WAY		WT	5/16/88 **	50.00	C	12/31/98	1.97
549032	CODDINGTON, RONALD	104 SE ONTARIO WAY		WT	5/05/97 **	50.00	C	12/31/98	1.97
291019	COLLIVER, LILIAN	4483 SE BEAVER LN		WT	5/05/97 **	50.00	C	12/31/98	1.97
420005	CONDON, MARILYN	4563 SE BEAVER LN		WT	9/17/85 **	50.00	C	12/31/98	1.97
368199	CONLEY, IRENE	4442 SE CHESAPEAKE BAY DR		WT	7/23/85 **	50.00	C	12/31/98	1.97
45088	CONRAD, ROBERT	2 SE KEUKA TERR		WT	9/01/98	50.00	C		3.30
275019	CONSALVO, JAMES	4366 SE NIMROD LN		WT	5/26/98	50.00	C	12/31/98	1.97
610005	CONWELL, MARK L	96 SE SUPERIOR WAY		WT	9/21/90 **	50.00	C	12/31/98	1.97
233020	COREY, W.C.	373 SE NORFOLK BLVD		WT	11/15/87 **	50.00	C	12/31/98	1.97
200009	CORNELL, IRENE	103 SE NORFOLK BLVD		WT	11/15/97	50.00	C	12/31/98	1.97
584206	COWAN, HAROLD	89 SE TAHO TERR		WT	11/30/80 **	35.00	C	12/31/98	1.38
544026	COX, SR., E.W.	64 SE ONTARIO WAY		WT	12/18/87 **	50.00	C	12/31/98	1.97
590011	COYLE, WADE	51 SE TAHO TERR		WT	10/20/98	50.00	C		2.76
424009	CROSS, SHERRY	1161 SE ST LAWRENCE WAY		WT	5/01/90 **	50.00	C	12/31/98	1.97
611006	CUMMINGS, JOHN D	98 SE SUPERIOR WAY		WT	10/01/84 **	35.00	C	12/31/98	1.38
217019	CURBELLO, ROSA	213 SE NORFOLK BLVD		WT	11/15/87 **	50.00	C	12/31/98	1.97
83040	CUTLIP, STEVEN & PAULA	4360 SE GENEVA DR		WT	10/11/94 **	50.00	C	12/31/98	1.97
118019	CVETANOSKI, TRAJAN	52 SE CAYUGA TERR		WT	6/08/99	50.00	C		3.00
363083	DAVIS, ELBERT & PATRICIA	4500 SE CHESAPEAKE BAY DR		WT	11/27/96 **	50.00	C	12/31/98	1.97
470005	DEEGAN, M CLAIRE	20 SE TAHO TERR		WT	3/05/98	50.00	C	12/31/98	1.97
589122	DEFUSCO, PAUL	71 SE TAHO TERR		WT	4/21/87 **	50.00	C	12/31/98	1.97
587005	DEITRICH, GEORGE E	66 SE SUPERIOR WAY		WT	8/03/98	50.00	C		3.62
394013	DELIZIA, GLORIANN	4558 SE ROARING BROOK WAY		WT	10/17/87 **	50.00	C	12/31/98	1.97

FISHERMAN'S COVE
CUSTOMER DEPOSIT LIST - CUSTOMER NAME SEQUENCE

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6/29/99

UB023

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CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
16071	DELLA MONICA, KATHY	4191 SE GENEVA DR		WT	9/12/94 **	50.00	C	12/31/98	1.97
193054	DEREN, NANCY	4525 SE GENEVA DR		WT	4/01/99	50.00	C		
393045	DEVROUS SR., WAYNE	4518 SE ROARING BROOK WAY		WT	8/13/98	50.00	C		3.51
178000	DIAMOS, GEORGE	4518 SE ROARING BROOK WAY		WT	1/11/93 **	50.00	C	12/31/98	1.97
562028	DIAMOS, GEORGETTE	4524 SE GENEVA DR		WT	1/31/81 **	35.00	C	12/31/98	1.38
17017	DIAZ, GILBERT	97 SE SUPERIOR WAY		WT	3/03/95 **	50.00	C	12/31/98	1.97
351023	DICONDINA, HOPE	4201 SE GENEVA DR		WT	8/31/98	50.00	C		3.31
45076	DICKMAN, WADE	4446 SE NIMROD LN		WT	2/11/94 **	50.00	C	12/31/98	1.97
301178	DIETZ, RICHARD	4458 SE HAMILTON LN		WT	5/28/95 **	50.00	C	12/31/98	1.97
350077	DIGGS, SANDRA	4430 SE ROARING BROOK WAY		WT	12/13/94 **	50.00	P	12/31/98	1.97
486003	DIGIORGIO, FAY	4448 SE NIMROD LN		WT	1/30/98	50.00	C	12/31/98	1.97
231039	DORGAN, FRANK	4607 SE GENEVA DR		WT	9/24/87 **	50.00	C	12/31/98	1.97
452014	DOYLE, JAMES	355 SE NORFOLK BLVD		WT	7/29/94 **	50.00	P	12/31/98	1.97
276014	DWYER, PATRICIA	120 SE TAHO TERR		WT	5/02/88 **	50.00	C	12/31/98	1.97
171047	EALLONARDO, FREDERICK	4477 SE ROARING BROOK WAY		WT	11/30/80 **	50.00	C	12/31/98	1.97
190028	EAKLE, ROXANNE	4541 SE ONTARIO DR		WT	6/09/97	50.00	C	12/31/98	1.97
484012	EIVERS, MICHAEL	4547 SE GENEVA DR		WT	10/30/98	50.00	C		2.65
314039	ELKEN, ELEANOR	4593 SE ONTARIO DR		WT	5/15/96 **	50.00	C	12/31/98	1.97
400512	ELKINS, JENNY	174 SE NORFOLK BLVD		WT	10/20/89 **	50.00	C	12/31/98	1.97
194055	ELLIOTT, MARTHA	4542 SE BEAVER LN		WT	6/30/94 **	50.00	C	12/31/98	1.97
23059	EMBREY, DARRICK	4507 SE GENEVA DR		WT	10/13/95 **	50.00	C	12/31/98	1.97
355027	ENTWISTLE, MARYANN	4301 SE GENEVA DR		WT	2/12/99	50.00	C		
504039	ERICKSON, MARY	4457 SE NIMROD LN		WT	10/30/98	50.00	C		2.65
164015	ESTATE OF J STANOVICH	4617 SE GENEVA DR		WT	8/31/95 **	50.00	C	12/31/98	1.97
39046	FARR, JACQUELINE	63 SE ONTARIO WAY		WT	2/15/99	50.00	C		
75073	FAULKNER, ROBERT	122 SE KEUKA TERR		WT	8/04/98	50.00	C		3.61
73093	FEENER, MICHAEL	4339 SE HAMILTON LN		WT	5/31/96 **	50.00	C	12/31/98	1.97
568013	FERNANDEZ, OLGA	4308 SE HAMILTON LN		WT	5/01/99	50.00	P		
320015	FERRIGNO, SHARON	107 SE SUPERIOR WAY		WT	6/02/94 **	50.00	C	12/31/98	1.97
279091	FIDEI/HAWKINS PM-TENANT	4443 SE CHESAPEAKE BAY DR		WT	8/05/92 **	50.00	C	12/31/98	1.97
591012	FINLEY, CHERYLE	296 SE NORFOLK BLVD		WT	10/13/95 **	50.00	C	12/31/98	1.97
479015	FIJORE, VIRGINIA	49 SE TAHO TERR		WT	12/03/97	50.00	C	12/31/98	1.97
272038	FLANAGAN, BUTCH	4600 SE ONTARIO DR		WT	5/08/95 **	50.00	C	12/31/98	1.97
322006	FLANAGAN, WM	4386 SE NIMROD LN		WT	12/02/96 **	50.00	C	12/31/98	1.97
93029	FLETCHER, BARBARA	4461 SE CHESAPEAKE BAY DR		WT	7/31/80 **	35.00	C	12/31/98	1.38
127063	FLETCHER, JAMES	55 SE MILLWOOD TERR		WT	6/17/98	50.00	C	12/31/98	1.97
276065	FLOOD, ROBERT J.	16 SE NORFOLK BLVD		WT	11/25/91 **	50.00	C	12/31/98	1.97
215017	FOWLER, LOUIS	4348 SE NIMROD LN		WT	12/08/97	50.00	C	12/31/98	1.97
10010	FOX, KATHY	193 SE NORFOLK BLVD		WT	1/31/94 **	50.00	C	12/31/98	1.97
180026	FRANCHI, ANTOINETTE	91 SE CAYUGA TERR		WT	12/15/86 **	50.00	C	12/31/98	1.97
152077	FRANCHI, ELIZABETH	4544 SE GENEVA DR		WT	8/25/87 **	50.00	C	12/31/98	1.97
181005	FRANCHI, MAGERTHA	66 SE ERIE TERR		WT	2/26/98	50.00	C	12/31/98	1.97
359076	FRANCISCO, PASCUAL	4546 SE GENEVA DR		WT	8/25/87 **	50.00	C	12/31/98	1.97
270003	FRANCUM, BEN	4507 SE NIMROD LN		WT	9/02/97	50.00	C	12/31/98	1.97
143054	FRANKLIN, JAMES	4406 SE NIMROD LN		WT	1/13/88 **	50.00	C	12/31/98	1.97
142008	FRANKLIN, RYAN	5 SE ERIE TERR		WT	5/01/95 **	50.00	C	12/31/98	1.97
35019	FRATES, L	7 SE ERIE TERR		WT	9/27/95 **	50.00	C	12/31/98	1.97
191018	FREDERICK, WILLIAM	4491 SE GENEVA DR		WT	5/31/81 **	35.00	C	12/31/98	1.38
558000	FRETWELL, WILLIAM J	4545 SE GENEVA DR		WT	1/20/89 **	50.00	C	12/31/98	1.97
396617	FROBERG, FRED	85 SE SUPERIOR WAY		WT	11/12/87 **	50.00	C	12/31/98	1.97
41006	FROST, JAMIE	4511 SE ROARING BROOK WAY		WT	12/13/94 **	50.00	C	12/31/98	1.97
122059	GANN, ARNOLD	82 SE KEUKA TERR		WT	1/01/83 **	35.00	C	12/31/98	1.38
303025	GARBER, TRACI	12 SE CAYUGA TERR		WT	10/01/91 **	50.00	C	12/31/98	1.97
		4470 SE ROARING BROOK WAY							

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
147136	GAY, BRENDA	18 SE ERIE TERR		WT	2/03/95 **	50.00	P	12/31/98	1.97
352002	GIARRANTANO, CARMELA	4445 SE NIMROD LN		WT	11/27/91 **	50.00	C	12/31/98	1.97
416010	GIARRANTANO, THOMAS JR.	4505 SE BEAVER LN		WT	11/06/86 **	50.00	C	12/31/98	1.97
305116	GIBBS, MITCHELL	4460 SE ROARING BROOK WAY		WT	8/30/96 **	50.00	C	12/31/98	1.97
582033	GIFFORD, FRANK	4622 SE ONTARIO DR		WT	2/27/98	50.00	C	12/31/98	1.97
326022	GOC, ANDRIA	4501 SE CHESAPEAKE BAY DR		WT	4/02/97 **	50.00	C	12/31/98	1.97
140028	GOFF, TERRY	17 SE ERIE TERR		WT	3/15/99	50.00	C		
310068	GOODE, LAVONNE	4402 SE BEAVER LN		WT	8/02/86 **	50.00	C	12/31/98	1.97
235037	GRAVES, SCOTT	4402 SE BEAVER LN		WT	10/31/97	50.00	C	12/31/98	1.97
396059	GREGA, JOHN	393 SE NORFOLK BLVD		WT	11/06/98	50.00	C		2.58
187001	GROSS, GAY	4551 SE ROARING BROOK WAY		WT	5/11/90 **	50.00	C	12/31/98	1.97
80080	HAASE, PETER	4585 SE GENEVA DR		WT	3/31/90 **	35.00	C	12/31/98	1.38
467000	HACKWELL, JOANNE	4330 SE GENEVA DR		WT	8/18/97	50.00	C	12/31/98	1.97
76074	HAMILTON, ROBERT	42 SE TAHO TERR		WT	9/29/86 **	50.00	C	12/31/98	1.97
81034	HANSEL, WARREN	76 SE MILLWOOD TERR		WT	12/22/98	50.00	C		
353036	HARRINGTON, ANN	4320 SE GENEVA DR		WT	1/31/79 **	35.00	C	12/31/98	1.38
302024	HARWARD, DANIEL	4447 SE NIMROD LN		WT	4/26/90 **	50.00	C	12/31/98	1.97
362071	HARWELL, SHEILA	4468 SE ROARING BROOK WAY		WT	6/01/99	50.00	C		
480018	HASHEMEYAN, DENA	4502 SE CHESAPEAKE BAY DR		WT	2/18/99	50.00	C		
339506	HASZTO, LISA	4602 SE ONTARIO DR		WT	8/22/97	50.00	C	12/31/98	1.97
244167	HATEM, ELIAS	4502 SE BEAVER LN		WT	8/30/96 **	50.00	C	12/31/98	1.97
346054	HAZELTON, MARILETT	4381 SE CHESAPEAKE BAY DR		WT	10/18/94 **	50.00	C	12/31/98	1.97
281040	HEARNE, RICHARD	4468 SE NIMROD LN		WT	4/01/97 **	50.00	C	12/31/98	1.97
77042	HENDERSON, TRACY	276 SE NORFOLK BLVD		WT	10/16/92 **	50.00	C	12/31/98	1.97
421200	HENSLEY, ANDREW	56 SE MILLWOOD TERR		WT	7/10/96 **	50.00	C	12/31/98	1.97
541012	HICKS, WALTER	4583 SE BEAVER LN		WT	2/07/86 **	50.00	C	12/31/98	1.97
5048	HILES, BRIDGET	31 SE ONTARIO WAY		WT	6/17/97	50.00	C	12/31/98	1.97
469013	HITCHCOCK, CAROLE	41 SE CAYUGA TERR		WT	1/04/99	50.00	C		
228056	HITES, NORA	32 SE TAHO TERR		WT	6/26/97	50.00	C	12/31/98	1.97
284065	HIXON, WILLIAM	333 SE NORFOLK BLVD		WT	5/13/99	50.00	C		
155081	HLEVATY, JIRI	4425 SE BEAVER LN		WT	2/01/99	50.00	C		
468059	HODGES, DIANE	111 SE ONTARIO WAY		WT	6/30/96	50.00	C	12/31/98	1.97
271037	HOGCHST, DEBORAH	30 SE TAHO TERR		WT	1/02/98	50.00	C	12/31/98	1.97
86067	HOLZER, DENA	4408 SE NIMROD LN		WT	8/01/91 **	50.00	C	12/31/98	1.97
298073	HORNBERGER, JOSEPH	47 SE TIIGA PL		WT	2/27/98	50.00	C	12/31/98	1.97
471028	HORNEY, LINDA	4497 SE ROARING BROOK WAY		WT	3/29/95 **	50.00	C	12/31/98	1.97
210034	HOUGHTALING, BRIAN	22 SE TAHO TERR		WT	4/27/95 **	50.00	C	12/31/98	1.97
536058	HOWARD, JOHN & BETTY	5 SE NORFOLK BLVD		WT	10/24/97	50.00	C	12/31/98	1.97
381019	HOWELL, WANDA	79 SE TAHO TERR		WT	10/14/97	50.00	C	12/31/98	1.97
117095	HOWLETT, WILLIAM	1100 SE ST LAWRENCE WAY		WT	9/28/88 **	50.00	C	12/31/98	1.97
58	HRZIC, MARCIA	52 SE CAYUGA TERR		WT	5/17/95	50.00	P		
377045	HUGHES, LLOYD	4465 SE NIMROD LN		WT	5/05/97	50.00	C	12/31/98	1.97
211058	HUPPS, ANITA	1142 SE ST LAWRENCE WAY		WT	7/17/98	50.00	C		3.80
158028	IPKHAM, AYDAH	3 SE NORFOLK BLVD		WT	7/12/96 **	50.00	C	12/31/98	1.97
108095	JACINTO, JIMENEZ	93 SE ONTARIO WAY		WT	12/14/96 **	50.00	C	12/31/98	1.97
539030	JASURKA, MARTIN	3 SE SPAD PL		WT	6/07/96 **	50.00	C	12/31/98	1.97
542052	JENSEN, ALYN	43 SE ONTARIO WAY		WT	4/21/95 **	50.00	C	12/31/98	1.97
232041	JESTER, MICHAEL	41 SE ONTARIO WAY		WT	10/15/87 **	50.00	C	12/31/98	1.97
334077	JOHNSON, STEVEN	375 SE NORFOLK BLVD		WT	4/05/91	50.00	C	12/31/98	1.97
103012	JONES, SANDRA	1242 SE ST LAWRENCE WAY		WT	5/30/95 **	50.00	C	12/31/98	1.97
213015	JOYNES, BENJAMIN	24 SE SPAD PL		WT	3/22/96 **	50.00	C	12/31/98	1.97
109041	JUAN, EDUARDO ANDRES	173 SE NORFOLK BLVD		WT	9/23/91	50.00	C		3.06
54012	KAFI, GLORIA	13 SE SPAD PL		WT	3/02/96 **	50.00	C	12/31/98	1.97
		38 SE TIIGA PL							

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CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	JVC GROUP	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
143015	KADEN, JU ANN	26 SE ERIE TERR		WT	4/30/79 **	35.00	C	12/31/98	1.38
378046	KAKONIS, MARGARET	1140 SE ST LAWRENCE WAY		WT	8/21/99 **	50.00	C	12/31/98	1.97
411047	KEAL, DANIEL B	4999 SE ROARING BROOK WAY		WT	11/23/90 **	50.00	C	12/31/98	1.97
261035	KENNEDY, CHARLES	4367 SE NIMROD LN		WT	9/08/96 **	50.00	C	12/31/98	1.97
574055	KENNEY, ANTOINETTE	108 SE SUPERIOR WAY		WT	10/23/95 **	50.00	C	12/31/98	1.97
58	KETTLE, ANNA JEAN	51 SE TAHO TERR		WT	10/17/95 **	50.00	C	12/31/98	1.97
162002	KETTLE, JOHN	73 SE ONTARIO WAY		WT	1/31/94 **	35.00	C	12/31/98	1.38
223039	KETTKRUGER, DIANA	273 SE NORFOLK BLVD		WT	12/15/95 **	50.00	C		
57011	KINDREW, CHRISTINE	57 SE TIOGA PL		WT	7/12/95 **	50.00	C	12/31/98	1.97
59017	KING, JEAN	420 SE GENEVA DR		WT	3/17/97 **	50.00	C	12/31/98	1.97
230017	KINTZ, KRISTINE	353 SE NORFOLK BLVD		WT	4/22/97 **	50.00	C	12/31/98	1.97
138115	KIRKBY, ROBERT	27 SE ERIE TERR		WT	11/10/98 **	50.00	C		2.53
195001	KLEIN, CLARENCE	136 SE NORFOLK BLVD		WT	10/31/79 **	35.00	C	12/31/98	1.38
417011	KLEIN, GEORGE	4503 SE BEAVER LN		WT	11/08/90 **	50.00	C	12/31/98	1.97
505007	KNEVETT	4515 SE GENEVA DR		WT	5/01/97 **	50.00	C	12/31/98	1.97
315011	KOORS (HERSHBERGER-TENANT)	4423 SE CHESAPEAKE BAY DR		WT	7/12/90 **	50.00	C	12/31/98	1.97
198037	KOORS, ANGELA	4496 SE GENEVA DR		WT	12/13/91 **	50.00	C	12/31/98	1.97
400636	KOORS, MICHAEL	4544 SE BEAVER LN		WT	3/23/94 **	50.00	C	12/31/98	1.97
95066	KRAUSE, PATRICIA	95 SE HILLWOOD TERR		WT	1/29/97 **	50.00	C	12/31/98	1.97
165042	KREITZ, BRIAN	4563 SE ONTARIO DR		WT	8/09/95 **	50.00	C	12/31/98	1.97
174100	KRISS, RICHARD	4503 SE ONTARIO DR		WT	2/19/98 **	50.00	C	12/31/98	1.97
212003	KRUGER, H	175 SE NORFOLK BLVD		WT	11/30/90 **	35.00	C	12/31/98	1.38
477002	KRYSTA, DOROTHY	11 SE ONTARIO WAY		WT	1/20/97 **	50.00	C	12/31/98	1.97
575319	KUZEVSKI, PANDE	12 SE ONTARIO WAY		WT	12/19/95 **	50.00	C	12/31/98	1.97
70045	LACROIX, ANDREW	4358 SE HAMILTON LN		WT	11/01/96 **	50.00	C	12/31/98	1.97
135011	LAFORTE, LINDA	47 SE ERIE TERR		WT	5/01/97 **	50.00	C	12/31/98	1.97
487059	LAMBERT, RUSSELL	4605 SE GENEVA DR		WT	11/19/95 **	50.00	C	12/31/98	1.97
397027	LAMPIEN, DARRYL	4539 SE ROARING BROOK WAY		WT	7/31/96 **	50.00	C	12/31/98	1.97
357052	LATHROP, KIM	4487 SE NIMROD LN		WT	3/22/90 **	50.00	C	12/31/98	1.97
371005	LEAP, PAUL	4420 SE CHESAPEAKE BAY DR		WT	11/30/83 **	35.00	C	12/31/98	1.38
400012	LEGGETT, STACY	4551 SE ROARING BROOK WAY		WT	10/04/96 **	50.00	C	12/31/98	1.97
42029	LITWAK, BENJAMIN	52 SE KEUKA TERR		WT	7/18/97 **	50.00	C	12/31/98	1.97
235056	LIVINGSTON, FRANCES	4301 SE CHESAPEAKE BAY DR		WT	5/27/97 **	50.00	C	12/31/98	1.97
563018	LOMBARDI, JOHN D SR	22 SE ONTARIO WAY		WT	2/10/94 **	50.00	C	12/31/98	1.97
564019	LOMBARDI, JOHN JR	24 SE ONTARIO WAY		WT	2/10/94 **	50.00	C	12/31/98	1.97
323052	LONG, J-CAMERON	4463 SE CHESAPEAKE BAY DR		WT	1/31/97 **	50.00	C	12/31/98	1.97
199049	LOPEZ, EMMA	123 SE NORFOLK BLVD		WT	3/08/93 **	50.00	C	12/31/98	1.97
294034	LUCAS, TANNER	4462 SE BEAVER LN		WT	9/01/94 **	50.00	C	12/31/98	1.97
26007	LUCKHARDT, GREG	4351 SE GENEVA DR		WT	6/30/78 **	35.00	C	12/31/98	1.38
169021	LUKESIC, RICHARD	4551 SE ONTARIO DR		WT	9/26/86 **	50.00	C	12/31/98	1.97
196046	LUNSFORD, LEIGHAN	145 SE NORFOLK BLVD		WT	1/28/99 **	50.00	C		
337003	LUTZ, P	1220 SE ST LAWRENCE WAY		WT	5/31/81 **	35.00	C	12/31/98	1.38
43053	MACKINNON, ROBERT	42 SE KEUKA TERR		WT	7/18/97 **	50.00	C	12/31/98	1.97
273039	MAHOVETZ, CHRISTOPHER	4388 SE NIMROD LN		WT	6/17/97 **	50.00	C	12/31/98	1.97
173016	MALCZEWSKI, LINDA	4521 SE ONTARIO DR		WT	11/14/90 **	50.00	C	12/31/98	1.97
483011	MANGAN, JOSEPH T	21 SE ONTARIO WAY		WT	9/02/94 **	50.00	C	12/31/98	1.97
116084	MARCELEND, PAMELA	4170 SE GENEVA DR		WT	10/11/96 **	50.00	C	12/31/98	1.97
156015	MARCHANT, DAWN	103 SE ONTARIO WAY		WT	4/18/97 **	50.00	C	12/31/98	1.97
540000	MARINI, DIANA	33 SE ONTARIO WAY		WT	8/17/87 **	50.00	C	12/31/98	1.97
264161	MARTINE, DENISE	4405 SE NIMROD LN		WT	6/24/99 **	50.00	C		
206072	MARTSON, TIMOTHY	45 SE NORFOLK BLVD		WT	1/15/99 **	50.00	C		
201022	MASON, FRANK	105 SE NORFOLK BLVD		WT	6/25/98 **	50.00	P	12/31/98	1.97
167064	MASONDO, AARON	4581 SE ONTARIO DR							

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
71	MASTERTON, WALTER	4614 SE GENEVA DR		WT	11/18/92 **	50.00	C	12/31/98	1.97
90049	MATSON, JEREMY	5 SE HILLWOOD TERR		WT	1/19/99	50.00	C		
133141	MAZZILLI, MAT	4502 SE ONTARIO DR		WT	8/20/91 **	50.00	C	12/31/98	1.97
150008	MC ALENEY, DOROTHEA	46 SE ERIE TERR		WT	3/31/80 **	35.00	C	12/31/98	1.38
459044	MC GUFFEY, BRUCE	82 SE TAHO TERR		WT	5/28/97 **	50.00	C	12/31/98	1.97
974919	MCALLISTER, CHRISTINE	1162 SE ST LAWRENCE WAY		WT	5/22/98	50.00	C	12/31/98	1.97
135021	MCBRIDE, CLIFFORD	65 SE ERIE TERR		WT	4/03/95 **	50.00	C	12/31/98	1.97
588044	MCBRIDE, JEFFREY	69 SE TAHO TERR		WT	4/03/95 **	50.00	C	12/31/98	1.97
13024	MCCARTHY, JACK	4161 SE GENEVA DR		WT	4/28/92 **	50.00	P	12/31/98	1.97
248050	MCCOY, CANDICE	4400 SE CHESAPEAKE BAY DR		WT	6/17/97	50.00	C	12/31/98	1.97
107038	MCDUGAL, JEFFERY	1 SE MEAD PL		WT	8/13/98	50.00	C		3.51
66016	MCFADDEN, PATRICIA	4529 SE HAMILTON LN		WT	11/15/87 **	50.00	C	12/31/98	1.97
177065	MC GEE, DONNA	4506 SE GENEVA DR		WT	10/23/98	50.00	C		2.73
240096	MCKEE, LESLIE	4341 SE CHESAPEAKE BAY DR		WT	5/01/99	50.00	C		
300077	MCKINNON, FRANCES	4478 SE ROARING BROOK WAY		WT	6/15/95 **	50.00	C	12/31/98	1.97
415008	MEZZAPPELLE, FRANK	4543 SE BEAVER LN		WT	10/01/81 **	35.00	C	12/31/98	1.38
52021	MICHEL, LINDA	4409 SE HAMILTON LN		WT	11/16/96 **	50.00	C	12/31/98	1.97
577003	MILAM, DAN	4613 SE ONTARIO DR		WT	8/22/84 **	35.00	C	12/31/98	1.38
385001	MILLER, GINA	4618 SE ROARING BROOK WAY		WT	10/01/84 **	35.00	C	12/31/98	1.38
71002	MILLER, LARRY	4348 SE HAMILTON LN		WT	7/31/81 **	35.00	C	12/31/98	1.38
227000	MILLS, W	315 SE NORFOLK BLVD		WT	10/31/81 **	35.00	C	12/31/98	1.38
153045	MIRANDA, CHERYL	4552 SE ONTARIO DR		WT	11/25/96 **	50.00	C	12/31/98	1.97
249028	MISIC, PATRICIA	4402 SE CHESAPEAKE BAY DR		WT	6/04/92 **	50.00	C	12/31/98	1.97
585003	MITCHELL, JUDY	81 SE TAHO TERR		WT	5/11/87 **	50.00	C	12/31/98	1.97
319012	MOAKE, BINSON	4421 SE CHESAPEAKE BAY DR		WT	11/19/90 **	50.00	C	12/31/98	1.97
583001	MOHSEIN, RADI	111 SE TAHO TERR		WT	4/21/87 **	50.00	C	12/31/98	1.97
396515	MOORE, NICOLE	4519 SE ROARING BROOK WAY		WT	12/01/98	50.00	C		
290018	MORAN, KATHERINE	4485 SE BEAVER LN		WT	9/24/93 **	50.00	C	12/31/98	1.97
339401	MOREY, LINDA	4522 SE BEAVER LN		WT	3/03/98	50.00	C	12/31/98	1.97
293011	MORSE, DONALD	4484 SE BEAVER LN		WT	6/01/88 **	50.00	C	12/31/98	1.97
575001	MOTISI, BARBARA	4610 SE ONTARIO DR		WT	2/01/87 **	50.00	C	12/31/98	1.97
425000	MOYER, ELAINE	1163 SE ST LAWRENCE WAY		WT	10/01/84 **	35.00	C	12/31/98	1.38
7030	MUCCIDLO, NICK	61 SE CAYUGA TERR		WT	3/02/99	50.00	C		
482009	MULCAHY, KIMBERLY	23 SE ONTARIO WAY		WT	7/28/87 **	50.00	C	12/31/98	1.97
389229	MURPHY, WAYNE A.	4560 SE ROARING BROOK WAY		WT	6/26/97	50.00	C	12/31/98	1.97
119009	NAHAS, PAULINE	42 SE CAYUGA TERR		WT	2/28/83 **	35.00	C	12/31/98	1.38
48003	NAPOLI, TONY	4438 SE HAMILTON LN		WT	11/30/78 **	35.00	C	12/31/98	1.38
332042	NESWICK, ANTHONY	1262 SE ST LAWRENCE WAY		WT	10/01/97	50.00	C	12/31/98	1.97
58005	NEWBAUER, MARGARET	4430 SE GENEVA DR		WT	1/31/82 **	35.00	C	12/31/98	1.38
159030	NEWHOUSE, EARL	91 SE ONTARIO WAY		WT	4/01/82 **	35.00	C	12/31/98	1.38
364073	NEHLAND, RANCE	4482 SE CHESAPEAKE BAY DR		WT	12/22/97	50.00	C	12/31/98	1.97
330028	NEWSHAM, MARY ANN	1282 SE ST LAWRENCE WAY		WT	6/01/88 **	50.00	C	12/31/98	1.97
561016	NOBLES, LAWRENCE	32 SE ONTARIO WAY		WT	3/29/99	50.00	C		
304004	NON, DOROTHY	4458 SE ROARING BROOK WAY		WT	1/01/81 **	35.00	C	12/31/98	1.38
207027	NORRIS, MICHELLE	43 SE NORFOLK BLVD		WT	2/22/91 **	50.00	C	12/31/98	1.97
366019	NORTON, PENNEY E	4462 SE CHESAPEAKE BAY DR		WT	7/27/95 **	50.00	C	12/31/98	1.97
47091	NUNES, BERNADETTE	4448 SE HAMILTON LN		WT	9/11/98	50.00	C		3.19
481053	NUNEZ, MANUEL	51 SE ONTARIO WAY		WT	11/14/97	50.00	C	12/31/98	1.97
24005	NUNN, PEGGY	4311 SE GENEVA DR		WT	8/31/79 **	35.00	C	12/31/98	1.38
373041	NUNN, TOM	1180 SE ST LAWRENCE WAY		WT	7/14/95 **	50.00	C	12/31/98	1.97
317054	O DONAHUE, BECKY	4500 SE ROARING BROOK WAY		WT	9/08/93 **	50.00	C	12/31/98	1.97
49126	O'CONNOR, THOMAS P.	4428 SE HAMILTON LN		WT	1/28/99	50.00	C		
421120	OBERG, ROBERTA	4585 SE BEAVER LN							

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CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
137045	OELSCHLAGER, MARGUERITE	45 SE ERIE TERR		WT	9/28/90 **	50.00	C	12/31/98	1.97
282018	OPITZ, EDNA	4405 SE BEAVER LN		WT	2/25/98	50.00	C	12/31/98	1.97
102211	ORUSZ, LEA	34 SE MEAD PL		WT	4/15/96 **	50.00	C	12/31/98	1.97
600014	OVERTON, JAMES	112 SE TAHO TERR		WT	1/07/99	50.00	C		
154065	OWENS, KRISTY	4570 SE ONTARIO DR		WT	5/30/95 **	50.00	P	12/31/98	1.97
379003	OWENS, RENEE	4570 SE ONTARIO DR		WT	7/03/98	50.00	C		3.96
24	PADULA, JOSE	1120 SE ST LAWRENCE WAY		WT	7/23/85 **	50.00	C	12/31/98	1.97
82005	PAES, PAUL	4604 SE GENEVA DR		WT	7/25/88 **	50.00	C	12/31/98	1.97
454016	PAGEAROLD/DEGAR-TENANT	4370 SE GENEVA DR		WT	9/30/78 **	35.00	C	12/31/98	1.38
559001	PALUMBO, ETHEL	110 SE TAHO TERR		WT	12/08/89 **	50.00	C	12/31/98	1.97
476112	PARDON, DAN & MOLLY	73 SE SUPERIOR WAY		WT	10/15/87 **	50.00	C	12/31/98	1.97
312048	PARKS, CONNIE	13 SE ONTARIO WAY		WT	8/20/98	50.00	C		3.43
566011	PAVLIK, TED	194 SE NORFOLK BLVD		WT	10/21/97	50.00	C	12/31/98	1.97
146035	PEACOCK, RANDY	75 SE SUPERIOR WAY		WT	4/11/90 **	50.00	C	12/31/98	1.97
327001	PEAK, M.	16 SE ERIE TERR		WT	9/27/93 **	50.00	C	12/31/98	1.97
390019	PEARO, LINDA	4503 SE CHESAPEAKE BAY DR		WT	2/28/83 **	35.00	C	12/31/98	1.38
15059	PELLETT, SANDRA	4540 SE ROARING BROOK WAY		WT	3/27/87 **	50.00	C	12/31/98	1.97
252090	PELUSO, MICHAEL	4181 SE GENEVA DR		WT	11/25/97	50.00	C	12/31/98	1.97
234054	PERKINS, TIMOTHY	4362 SE CHESAPEAKE BAY DR		WT	11/13/98	50.00	C		2.50
79066	PERNAL, PATICIA	395 SE NORFOLK BLVD		WT	5/23/97 **	50.00	C	12/31/98	1.97
339027	PETERS, THOMAS JR.	106 SE MILLWOOD TERR		WT	11/14/97	50.00	C	12/31/98	1.97
78009	PHILLIPS, LAURA	1200 SE ST LAWRENCE WAY		WT	12/10/98	50.00	C		
202045	PHIPPS, JEANIE	116 SE MILLWOOD TERR		WT	6/30/78 **	35.00	C	12/31/98	1.38
370071	PHIPPS, LOUISA	95 SE NORFOLK BLVD		WT	5/08/99	50.00	C		
151032	PIERCE, CHARLES	4422 SE CHESAPEAKE BAY DR		WT	5/03/93 **	50.00	C	12/31/98	1.97
251011	PINE, CHARLES	48 SE ERIE TERR		WT	12/15/89 **	50.00	C	12/31/98	1.97
472029	PLASSE, DEBORAH	4380 SE CHESAPEAKE BAY DR		WT	7/14/86 **	50.00	C	12/31/98	1.97
163003	POOLAS, CHESTER	10 SE TAHO TERR		WT	11/09/94 **	50.00	C	12/31/98	1.97
545107	POOLAS, JOSEPH P	71 SE ONTARIO WAY		WT	9/30/83 **	35.00	C	12/31/98	1.38
99048	POOLE, MARIANNE	82 SE ONTARIO WAY		WT	8/06/86 **	50.00	C	12/31/98	1.97
72081	POPOWITCH, CARYN	4220 SE GENEVA DR		WT	10/27/97	50.00	C	12/31/98	1.97
6069	PORCELLY, JAYLEE	4318 SE HAMILTON LN		WT	6/16/99	50.00	C		
2009	PRINCE, GARY & DARLYN	51 SE CAYUGA TERR		WT	11/02/98	50.00	P		2.62
38056	PRINCIPE, ELISHA	11 SE CAYUGA TERR		WT	12/31/82 **	35.00	C	12/31/98	1.38
91017	PROCKO, PAULA KAE	132 SE KEUKA TERR		WT	9/21/98	50.00	C		3.08
62189	PULVER, JAN	15 SE MILLWOOD TERR		WT	9/08/87 **	50.00	C	12/31/98	1.97
546017	PURDY, PATRICIA	101 SE KEUKA TERR		WT	6/29/95 **	50.00	C	12/31/98	1.97
321016	QUAGLIARI, ROBERT D.	92 SE ONTARIO WAY		WT	6/01/98	50.00	P	12/31/98	1.97
131072	QUEEN, KIM	4441 SE CHESAPEAKE BAY DR		WT	6/01/98	50.00	C	12/31/98	1.97
289004	RAIMONDO, J	46 SE NORFOLK BLVD		WT	4/10/98	50.00	C	12/31/98	1.97
565154	RAMBUSCH, PAUL	4463 SE BEAVER LN		WT	7/31/81 **	35.00	C	12/31/98	1.38
400125	RAMIREZ, EDWARD & BARBARA	77 SE SUPERIOR WAY		WT	8/02/91 **	50.00	C	12/31/98	1.97
346160	RAMIREZ, JOHANNE	4579 SE ROARING BROOK WAY		WT	6/30/98	50.00	C	12/31/98	1.97
141063	REED, JENILEE	4488 SE NIMROD LN		WT	10/28/97	50.00	C	12/31/98	1.97
68028	REEVES, HUNTER	15 SE ERTE TERR		WT	2/25/99	50.00	C		
316020	REINA, ERNIE	4378 SE HAMILTON LN		WT	9/26/94 **	50.00	C	12/31/98	1.97
160011	REINBOLD, LISA	4498 SE ROARING BROOK WAY		WT	10/14/85 **	50.00	C	12/31/98	1.97
105069	REINHARDT, BILL	83 SE ONTARIO WAY		WT	8/12/85 **	50.00	C	12/31/98	1.97
189069	RHINESMITH, BARBARA	4 SE MEAD PL		WT	10/06/95 **	50.00	C	12/31/98	1.97
130114	RICE, CRAIG DAVIS JR.	4565 SE GENEVA DR		WT	6/08/98	50.00	C	12/31/98	1.97
65204	RICE, JOANNE	44 SE NORFOLK BLVD		WT	11/20/98	50.00	C		2.42
65	RICE, RICHARD	71 SE KEUKA TERR		WT	3/31/98	50.00	C	12/31/98	1.97
324031	RIDDLE, JOYCE	4616 SE GENEVA DR		WT	10/28/93 **	50.00	C	12/31/98	1.97
		4481 SE CHESAPEAKE BAY DR							

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
				WT	12/30/98	50.00	C		
205071	RISH, STEVEN	63 SE NORFOLK BLVD		WT	8/26/93 **	50.00	C	12/31/98	1.97
145089	RITCHIE, STACEY	8 SE ERIE TERR		WT	1/17/97 **	50.00	C	12/31/98	1.97
369089	RITTER, KARI	4440 SE CHESAPEAKE BAY DR		WT	3/05/99	50.00	C		
139025	RIVAS, ANTONIO	25 SE ERIE TERR		WT	10/23/91 **	50.00	C	12/31/98	1.97
20012	ROBERTS, DIANA	4251 SE GENEVA DR		WT	5/27/97 **	50.00	C	12/31/98	1.97
197025	ROBERTS, ED	4497 SE GENEVA DR		WT	10/15/97	50.00	C	12/31/98	1.97
361081	ROLON-TELLO, EDITH	4527 SE NIMROD LN		WT	5/01/96 **	50.00	C	12/31/98	1.97
224074	ROUSA, WILLIAM	295 SE NORFOLK BLVD		WT	7/31/96 **	50.00	C	12/31/98	1.97
445000	ROSS, ROBERT	132 SE TAHO TERR		WT	8/07/98	50.00	C		3.57
588006	ROUSSEAU, MATHEW	68 SE SUPERIOR WAY		WT	10/16/87 **	50.00	C	12/31/98	1.97
209053	ROZENBERG, SAMUEL	23 SE NORFOLK BLVD		WT	5/24/99	50.00	C		
475000	ROZYCKI, STANLEY	3 SE ONTARIO WAY		WT	3/31/97 **	50.00	C	12/31/98	1.97
225053	RUSSELL, SCOTT	293 SE NORFOLK BLVD		WT	12/31/97	50.00	C	12/31/98	1.97
460058	RUSSO, BRIAN	70 SE TAHO TERR		WT	3/08/93 **	50.00	C	12/31/98	1.97
192086	SAFEWRIGHT, KATHLEEN	4527 SE GENEVA DR		WT	8/03/95 **	50.00	C	12/31/98	1.97
175163	SAKMAR, KAREN	96 SE NORFOLK BLVD		WT	7/24/98	50.00	C		3.73
183030	SALMONS, NANCY	4566 SE GENEVA DR		WT	1/15/88 **	50.00	C	12/31/98	1.97
126064	SALDOM, SUSAN	14 SE NORFOLK BLVD		WT	7/08/96 **	50.00	C	12/31/98	1.97
592013	SANCHEZ, REINALDO	105 SE SUPERIOR WAY		WT	5/26/92 **	50.00	P	12/31/98	1.97
188080	SAUL, WENDY	4567 SE GENEVA DR		WT	12/28/98	50.00	C		
85019	SCHAN, LORELLA	77 SE TIOGA PL		WT	8/01/90 **	35.00	C	12/31/98	1.38
560004	SCHEELE, DOLORES M	34 SE ONTARIO WAY		WT	7/06/87 **	50.00	C	12/31/98	1.97
338004	SCHMIDT, MARILYN	1202 SE ST LAWRENCE WAY		WT	9/10/83 **	35.00	C	12/31/98	1.38
64037	SCHONER, CHRIS	61 SE KEUKA TERR		WT	12/02/96 **	50.00	C	12/31/98	1.97
176042	SCHOONMAKER, PAM	114 SE NORFOLK BLVD		WT	5/31/96 **	50.00	P	12/31/98	1.97
157072	SCHULLER, FRANCES	101 SE ONTARIO WAY		WT	2/17/97 **	50.00	C	12/31/98	1.97
67028	SCHWARTZ, GENA L	4439 SE HAMILTON LN		WT	4/20/99	50.00	C		
339469	SCOTT, KEVIN	4524 SE BEAVER LN		WT	7/16/93 **	50.00	C	12/31/98	1.97
545027	SEAGO, JR., RICHARD	84 SE ONTARIO WAY		WT	5/13/98	50.00	C	12/31/98	1.97
33006	SEGGBRUCH, FRED	4451 SE GENEVA DR		WT	12/01/84 **	35.00	C	12/31/98	1.38
388061	SEGGBRUCH, KENNETH	4600 SE ROARING BROOK WAY		WT	9/29/97	50.00	C	12/31/98	1.97
250065	SEIBERT, JANE	4382 SE CHESAPEAKE BAY DR		WT	1/26/95 **	50.00	C	12/31/98	1.97
18018	SESTA, PAULA	4211 SE GENEVA DR		WT	12/07/98	50.00	C		
315007	SEXTON, DOROTHY	176 SE NORFOLK BLVD		WT	11/09/87 **	50.00	C	12/31/98	1.97
376044	SHARP, DANIEL	1122 SE ST LAWRENCE WAY		WT	1/15/98	50.00	C	12/31/98	1.97
578015	SHAW, JODIE	4611 SE ONTARIO DR		WT	7/31/92 **	50.00	C	12/31/98	1.97
462016	SHEERMAN, THOMAS	60 SE TAHO TERR		WT	1/03/92 **	50.00	C	12/31/98	1.97
400716	SIMONELLI, GUS	4584 SE BEAVER LN		WT	4/11/96 **	50.00	C	12/31/98	1.97
463006	SKANSKE, RICHARD	62 SE TAHO TERR		WT	10/03/86 **	50.00	C	12/31/98	1.97
94064	SKILLMAN, STEVEN	85 SE MILLWOOD TERR		WT	3/14/97 **	50.00	C	12/31/98	1.97
336013	SLICK, JOSEPH	1222 SE ST LAWRENCE WAY		WT	8/29/89 **	50.00	C	12/31/98	1.97
203002	SLIFE, MISS RUTH	83 SE NORFOLK BLVD		WT	5/31/32 **	35.00	C	12/31/98	1.38
286012	SLONE, LLOYD	4445 SE BEAVER LN		WT	9/30/83 **	35.00	C	12/31/98	1.38
474052	SMITH, ASBY	1 SE ONTARIO WAY		WT	6/28/91 **	50.00	C	12/31/98	1.97
259042	SMITH, CAROLE A	4347 SE NIMROD LN		WT	10/15/92 **	50.00	C	12/31/98	1.97
179034	SMITH, CHARLOTTE	4526 SE GENEVA DR		WT	8/08/94 **	50.00	C	12/31/98	1.97
343023	SMITH, CINDY	4526 SE NIMROD LN		WT	3/25/92 **	50.00	C	12/31/98	1.97
333076	SMITH, DONNA	1260 SE ST LAWRENCE WAY		WT	4/18/97 **	50.00	C	12/31/98	1.97
258007	SMITH, JONI	4345 SE NIMROD LN		WT	12/31/82 **	35.00	C	12/31/98	1.38
129067	SMITH, JUNE	26 SE NORFOLK BLVD		WT	2/09/98	50.00	C	12/31/98	1.97
229046	SMITH, KELLY	335 SE NORFOLK BLVD		WT	11/29/96 **	50.00	C	12/31/98	1.97
222005	SMITH, RACHELLE	275 SE NORFOLK BLVD		WT	2/23/91 **	35.00	C	12/31/98	1.38
113147	SMITHWICK, JANA	53 SE MEAD PL							

FISHERMAN'S GULVE
 CUSTOMER DEPOSIT LIST - CUSTOMER NAME SEQUENCE

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CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED INT FRJM	INTEREST AMOUNT
485013	SNOW, CAROL	4591 SE ONTARIO DR		WT	5/28/91 **	50.00	C	12/31/98	1.97
372051	SPARLING, VALERIE	1182 SE ST LAWRENCE WAY		WT	3/08/94 **	50.00	C	12/31/98	1.97
572038	SPAULDING, R L	95 SE SUPERIOR WAY		WT	10/02/98	50.00	C		2.96
278067	SPENCER, KATHRYN	294 SE NORFOLK BLVD		WT	3/31/90 **	35.00	C	12/31/98	1.38
267019	ST GERMAINE, VICTOR	4427 SE NIMROD LN		WT	3/14/96 **	50.00	C	12/31/98	1.97
295002	STEVENSON, CLIFF	4464 SE BEAVER LN		WT	7/01/84 **	35.00	C	12/31/98	1.38
328191	STODDARD, CHASTITY	4521 SE CHESAPEAKE BAY DR		WT	2/01/87 **	50.00	C	12/31/98	1.97
360024	STOILKOV, ACO	4525 SE NIMROD LN		WT	12/29/98	50.00	C		
255061	STRASSER, ROBERT	4525 SE NIMROD LN		WT	10/02/98	50.00	C		2.96
550046	STRICKLIN, DENNIS	4340 SE CHESAPEAKE BAY DR		WT	1/05/98	50.00	C	12/31/98	1.97
4023	STRUNK, KIMBERLY	112 SE ONTARIO WAY		WT	12/20/95 **	50.00	C	12/31/98	1.97
400874	STUBBS, LAURIE	31 SE CAYUGA TERR		WT	5/26/99	50.00	C		
104080	SUREN, TAMMY	4591 SE ROARING BROOK WAY		WT	5/15/99	50.00	C		
507010	SWANSON, KIMBERLY	14 SE MEAD PL		WT	10/28/94 **	50.00	C	12/31/98	1.97
63002	SWEET, BARBARA	4595 SE GENEVA DR		WT	12/30/98	50.00	C		
98003	SWENSON, PETER J	111 SE KEUKA TERR		WT	3/31/79 **	35.00	C	12/31/98	1.38
466009	SWIDER, KEN	4230 SE GENEVA DR		WT	7/31/78 **	35.00	C	12/31/98	1.38
144000	SWIDER, MRS G	40 SE TAHO TERR		WT	3/17/83 **	35.00	C	12/31/98	1.38
53055	TACIE, LYNNE	6 SE ERIE TERR		WT	2/28/81 **	35.00	C	12/31/98	1.38
22014	TALLEY, D.S.	4419 SE HAMILTON LN		WT	8/13/97	50.00	C	12/31/98	1.97
473019	TAXIS-CARR, HELENE	4291 SE GENEVA DR		WT	12/15/95 **	50.00	C	12/31/98	1.97
243000	TAYLOR, R	12 SE TAHO TERR		WT	8/01/88 **	50.00	C	12/31/98	1.97
444022	TERBOG, APRIL	4363 SE CHESAPEAKE BAY DR		WT	7/31/81 **	35.00	C	12/31/98	1.38
458009	TEXEIRA, EDUARDO	130 SE TAHO TERR		WT	4/01/99	50.00	C		
341021	THIBAUT, LARRY	80 SE TAHO TERR		WT	8/01/87 **	50.00	C	12/31/98	1.97
269000	THOMAS, JEAN A	1183 SE ST LAWRENCE WAY		WT	5/08/90 **	50.00	C	12/31/98	1.97
149015	THOMPSON, GWEN	4426 SE NIMROD LN		WT	5/12/85 **	50.00	C	12/31/98	1.97
380084	TOMAS, ANDRES	28 SE ERIE TERR		WT	3/15/93 **	50.00	C	12/31/98	1.97
74016	TOMERLIN, JAMES	1102 SE ST LAWRENCE WAY		WT	7/01/98	50.00	C		3.98
219033	TOPOLSKI, MICHELE	4329 SE HAMILTON LN		WT	10/05/98	50.00	C		2.93
365096	TRACY, ROBERT L.	233 SE NORFOLK BLVD		WT	3/29/99	50.00	C		
465019	TREDRAY, BRIAN	4480 SE CHESAPEAKE BAY DR		WT	6/26/98	50.00	C	12/31/98	1.97
92029	TRINDSKY, HARRIET	52 SE TAHO TERR		WT	11/01/95 **	50.00	C	12/31/98	1.97
260189	TROTTER, GARY & SANDRA	45 SE MILLWOOD TERR		WT	4/27/88 **	50.00	C	12/31/98	1.97
306073	TUTEN, TIFFANY	4365 SE NIMROD LN		WT	5/17/94 **	50.00	C	12/31/98	1.97
464718	VALENTINE, RICHARD	4448 SE ROARING BROOK WAY		WT	9/12/97	50.00	C	12/31/98	1.97
347016	VANSCIVER, ADELE	50 SE TAHO TERR		WT	3/19/97 **	50.00	C	12/31/98	1.97
285033	VARGA, WILLIAM G	4486 SE NIMROD LN		WT	4/16/99	50.00	C		
182051	VASQUEZ, WILLIAM	4423 SE BEAVER LN		WT	1/07/99	50.00	C		
21079	VERDI, T. & SAVOCCHIA, C.J.	4564 SE GENEVA DR		WT	12/04/97	50.00	C	12/31/98	1.97
421017	VERNON, JAMES	4281 SE GENEVA DR		WT	4/26/99	50.00	C		
134089	VITRO, ETHEL	4565 SE BEAVER LN		WT	11/07/83 **	35.00	C	12/31/98	1.38
132051	VITTA, DOUGLAS	4510 SE ONTARIO DR		WT	6/03/94 **	50.00	C	12/31/98	1.97
387014	VOGEL, KEITH	64 SE NORFOLK BLVD		WT	6/03/99	50.00	C		
8051	VOGEL, ROBERT	4598 SE ROARING BROOK WAY		WT	11/15/88 **	50.00	C	12/31/98	1.97
57014	WADE, WILLIAM	71 SE CAYUGA TERR		WT	3/11/97 **	50.00	C	12/31/98	1.97
114026	WAGNER, CAROL	68 SE TIOGA PL		WT	3/31/97 **	35.00	C	12/31/98	1.38
339729	WALL, DAVID & BETTY	4190 SE GENEVA DR		WT	3/15/96 **	50.00	C	12/31/98	1.97
237057	WALSH, TARA	4504 SE BEAVER LN		WT	4/17/98	50.00	C	12/31/98	1.97
34007	WALSH, WILLIAM	4303 SE CHESAPEAKE BAY DR		WT	6/29/98	50.00	C	12/31/98	1.97
292021	WARD, KIM	4481 SE GENEVA DR		WT	7/31/78 **	35.00	C	12/31/98	1.38
367021	WARNOCK, DAROL	4482 SE BEAVER LN		WT	6/25/99	50.00	P		
51008	WASHINGTON, C B	4460 SE CHESAPEAKE BAY DR		WT	3/13/98	50.00	C	12/31/98	1.97
		4388 SE HAMILTON LN							

CUST #	CUSTOMER NAME	SERVICE ADDRESS	APT #	SVC CODE	DATE	AMOUNT	TYPE	ACCRUED FROM	INTEREST AMOUNT
287002	WATERMAN, R	4443 SE BEAVER LN		WT	4/30/80 **	35.00	C	12/31/98	1.38
125052	WEERS, T. & SAMILJAN, D.	4 SE NORFOLK BLVD		WT	12/31/80 **	35.00	C	12/31/98	1.38
106055	WEHR, KIRSTEN	2 SE MEAD PL		WT	1/12/99	50.00	C		
569014	WEHRMAN, ALBERT	36 SE SUPERIOR WAY		WT	3/19/99	50.00	C		
400409	WEHRMAN, ROBERT	4564 SE BEAVER LN		WT	10/03/98 **	50.00	C	12/31/98	1.97
392033	WEIDELE ANGELA	4520 SE ROARING BROOK WAY		WT	12/12/95 **	50.00	C	12/31/98	1.97
337129	WEIDELE, RUSSELL	1082 SE ST LAWRENCE WAY		WT	11/03/94 **	50.00	C	12/31/98	1.97
339210	WEIDELE, RUSSELL	1082 SE ST LAWRENCE WAY		WT	3/17/95 **	50.00	C	12/31/98	1.97
97035	WEINTRAUT, RICK	1080 SE ST LAWRENCE WAY		WT	8/17/95 **	50.00	C	12/31/98	1.97
354015	WELKER, VICTORIA	4260 SE GENEVA DR		WT	10/13/98	50.00	C		2.34
277033	WELLS, DANIEL	4465 SE NIMROD LN		WT	12/22/88 **	50.00	C	12/31/98	1.97
576046	WHITE, ANDREW	4346 SE NIMROD LN		WT	7/23/89 **	50.00	C	12/31/98	1.97
239059	WHITING, T.J.	4612 SE ONTARIO DR		WT	9/01/95 **	50.00	C	12/31/98	1.97
246036	WIEGOLD, JANINE	4323 SE CHESAPEAKE BAY DR		WT	1/25/96 **	50.00	C	12/31/98	1.97
331018	WILBER, JAMES	4401 SE CHESAPEAKE BAY DR		WT	11/20/97	50.00	C	12/31/98	1.97
101043	WILLIAMS, PEGGY	1280 SE ST LAWRENCE WAY		WT	12/30/89 **	50.00	C	12/31/98	1.97
247015	WILLIAMS, RALPH	44 SE MEAD PL		WT	12/19/89 **	50.00	C	12/31/98	1.97
356051	WILLIAMS, WILLIAM D.	4403 SE CHESAPEAKE BAY DR		WT	10/31/83 **	35.00	C	12/31/98	1.38
570028	WILSON, RITA	4485 SE NIMROD LN		WT	11/05/91 **	50.00	C	12/31/98	1.97
385002	WINCH, CLAIRE	38 SE SUPERIOR WAY		WT	5/03/94 **	50.00	C	12/31/98	1.97
88100	WINTON, ADAM	4620 SE ROARING BROOK WAY		WT	10/01/84 **	35.00	C	12/31/98	1.33
551025	WISEMAN, JUDITH	4369 SE HAMILTON LN		WT	5/01/99	50.00	C		
418012	WOLF, JAMES	114 SE ONTARIO WAY		WT	3/31/95 **	50.00	C	12/31/98	1.97
414007	WOOD, DAN	4525 SE BEAVER LN		WT	11/15/95 **	50.00	C	12/31/98	1.97
274018	WOZNY, JOHN	4545 SE BEAVER LN		WT	5/01/85 **	50.00	C	12/31/98	1.97
340042	WUEBBENHURST, DAVID	4368 SE NIMROD LN		WT	3/01/87 **	50.00	C	12/31/98	1.97
567038	YOUNG, GERALD	1181 SE ST LAWRENCE WAY		WT	7/24/98	50.00	C		3.73
375009	ZABROWSKI, JONATHAN	76 SE SUPERIOR WAY		WT	10/33/97	50.00	C	12/31/98	1.97
344046	ZACCARIA, DIANNE	1160 SE ST LAWRENCE WAY		WT	4/11/85 **	50.00	C	12/31/98	1.97
110099	ZACCARIA, LISA	4508 SE NIMROD LN		WT	9/20/88 **	50.00	C	12/31/98	1.97
111067	ZACCARIA, MICHAEL	23 SE MEAD PL		WT	7/03/95 **	50.00	C	12/31/98	1.97
345014	ZACCARIO, KATHY	33 SE MEAD PL		WT	7/03/95 **	50.00	C	12/31/98	1.97
400921	ZACHARIAH, JAMES	4506 SE NIMROD LN		WT	11/15/88 **	50.00	C	12/31/98	1.97
166007	ZIEGLER, ELLIOT	4582 SE BEAVER LN		WT	11/30/98	50.00	C		2.31
		4583 SE ONTARIO DR		WT	3/05/95 **	50.00	C	12/31/98	1.97

DEPOSITS LISTED 512 24,655.00 910.69
 POSSIBLE REFUNDS 345 16,305.00 642.48

EXHIBIT D

**FISHERMAN' S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**



Department of Environmental Protection

RECEIVED

OCT 11 1999

MARTIN COUNTY EVT ADMINISTRATION

Jeb Bush
Governor

Southeast District
P.O. Box 15425
West Palm Beach, Florida 33416

David B. Struhs
Secretary

OCT 08 1999

CERTIFIED MAIL #109-461-319
RETURN RECEIPT REQUESTED

NOTICE OF GENERAL PERMIT ACCEPTANCE

Applicant:
Arthur G. Quinn III
Fisherman's Cove of Stuart
PO Box 1830
Stuart, FL 34995

Permit Number: 0126015-020-DWC
Project: Fisherman's Cove Master Lift Station
MCU Consolidated System/Tropical Farms
County: Martin

Dear Mr. Quinn:

In response to your request, this letter is to advise you that the Department has received your notice of intent to use a general permit as provided in rule 62-604.700 for a wastewater collection/transmission system located at the Fisherman's Cove Subdivision in the City of Stuart at Martin County and is not at this time objecting to your use of such general permit. Based on the information submitted on the notice, the treatment facility to which the system will be connected has the capacity to receive the wastewater generated by the proposed collection system, and will continue to operate in compliance with chapter 62-600 F.A.C. Please be advised that you are required to abide by all conditions in rule 62-4.540 of the Florida Administrative Code, the general requirements for general permits; and rule 62-604.700 of the Florida Administrative Code.

Sincerely,

Brad L. Russell, P.E.
Domestic Wastewater Program Manager

BLR/FMM/sps

cc: Ted E. Robbins, P.E., LBFH
John Polley, Martin County Environmental Services
Compliance/Enforcement, DEP/PSL

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on October 8, 1999 to the listed persons.

FILING AND ACKNOWLEDGMENT :

FILED, on this date, pursuant to §120.52, F.S. with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

10-08-99
Date

"Protect, Conserve and Manage Florida's Environment and Natural Resources"



Department of Environmental Protection

RECEIVED

NOV 03 1998

MARTIN COUNTY
ENVIRONMENTAL SERVICES

Virginia B. Wetherell
Secretary

Lawton Chiles
Governor
NOV 02 1998

Southeast District
P.O. Box 15425
West Palm Beach, Florida 33416
NOTICE OF PERMIT

In the matter of an
Application for Permit by:

DEP File No.: 81025-017-DSC
Reference: (Amended) Consent Order O.G.C. File No. 97-1597
Martin County

Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President
4361 S.E. Chesapeake Bay Drive
Stuart, Florida 34995

Enclosed is Permit Number 81025-017-DSC to construct an interconnect of the Fisherman's Cove Utilities water distribution system with the Martin County Utilities Consolidated (North - MCUN) system to provide potable water service to the Fisherman's Cove and Somerset residential subdivisions consisting of 524 single family residences, in Martin County, issued under section(s) 403 of the Florida Statutes.

Any party to this order (permit) has the right to seek judicial review of the permit under section 120.68 of the Florida Statutes, by the filing of a Notice of Appeal under rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 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 thirty days after this notice is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Alfred Mueller, Jr., P.E., P.G.
Water Facilities Administrator
Southeast District

10/30/98
Date


AM/JM/ran:fishcovinter

Attachment: (Amended) Consent Order O.G.C. File No. 97-1597

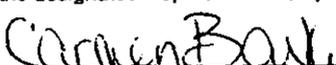
CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT and all copies were mailed before the close of business on NOV 02 1998 to the listed persons.

Clerk Stamp

FILING AND ACKNOWLEDGMENT

FILED, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


[Clerk]

NOV 02 1998
[Date]

Copies furnished to:

Francine Ffolks, Permitting Attorney, OGC/TAL
Kathelyn Jacques, Enforcement Attorney, OGC/TAL
Michele Owens, Compliance/Enforcement, DEP/WPB
Ted E. Robbins, P.E., Lindahl, Browning, Ferrari & Hellstrom, Inc.
~~John Polley, Technical Services Administrator, Martin County Utilities~~
Martin County Department of Health

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.



Department of Environmental Protection

Lawton Chiles
Governor

Southeast District
P.O. Box 15425
West Palm Beach, Florida 33416

Virginia B. Wetherell
Secretary

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President
4361 S.E. Chesapeake Bay Drive
Stuart, Florida 34995

PERMIT/CERTIFICATION NUMBER: 81025-017-DSC
DATE OF ISSUE: NOV 02 1998
EXPIRATION DATE: NOV 01 2003
COUNTY: Martin
SECTION/TOWNSHIP/RANGE: Hanson Grant, Lot 21, 28, 29
PROJECT: Fisherman's Cove Interconnect
REFERENCE (AMENDED) CONSENT ORDER: OGC FILE NO. 97-1597

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, 62-551, 62-555 and 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: An interconnect of the Fisherman's Cove water distribution system to a Martin County Utilities watermain.

PROPOSED CONSTRUCTION INCLUDES: 530 (±) lineal feet (l.f.) of 8-inch polyvinyl chloride (PVC) watermain, one (1) 12-inch by 8-inch tapping sleeve and valve, one (1) 8-inch by 6-inch reducer, one (1) 6-inch tapping sleeve, one (1) 6-inch valve, one (1) 8-inch flow meter, one (1) 8-inch double detector check valve assembly, and two (2) bacteriological sampling points

IN ACCORDANCE WITH: The permit application and engineering drawings, sheets 1 through 5 of 5, by Ted E. Robbins, P.E., received by D.E.P. on June 1, 1998. Additional information, along with revised drawings, were received on July 22, 1998.

LOCATED AT: East of S.R. 76 (Kanner Highway), Stuart, in Martin County, Florida.

TO SERVE: 524 service connections within the Fisherman's Cove and Somerset residential subdivisions with an estimated average day water demand of 97,500 gallons per day (gpd), and a maximum day water demand of 137,000 gallons per day (gpd).

SUBJECT TO: General Conditions 1 - 17 and Specific Conditions 1 - 13. Please see Specific Condition No('s). 2 and 5.

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President

PERMIT NUMBER: 81025-017-DSC
DATE ISSUED: NOV 0 2 1998
EXPIRATION DATE: NOV 0 1 2003

GENERAL CONDITIONS:

The following General Conditions are referenced in Florida Administrative Code Rule 62-4.160.

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, 403.727, or 403.859 through 403.861, F.S. 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; and
 - c. Sample or monitor any substances or parameters at any location reasonable 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.

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President

PERMIT NUMBER: 81C. 017-DSC
DATE ISSUED: NOV 02 1998
EXPIRATION DATE: NOV 01 2003

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 Section 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. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any non-compliance 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.
13. This permit also constitutes:
 - a. Determination of Best Available Control Technology (BACT)
 - b. Determination of Prevention of Significant Deterioration (PSD)
 - c. Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
 - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
 - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
 - c. Records of monitoring information shall include:
 1. the date, exact place, and time of sampling or measurements;
 2. the person responsible for performing the sampling or measurements;
 3. the dates analyses were performed;
 4. the person responsible for performing the analyses;
 5. the analytical techniques or methods used;
 6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.
16. In the case of an underground injection control permit, the following permit conditions also shall apply:

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President

PERMIT NUMBER: 81025-017-DSC
DATE ISSUED: NOV 2 1999
EXPIRATION DATE: NOV 01 2003

- a. All reports or information required by the Department shall be certified as being true, accurate and complete.
 - b. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
 - c. Notification of any noncompliance which may endanger health or the environment shall be reported verbally to the Department within 24 hours and again within 72 hours, and a final written report provided within two weeks.
 1. The verbal reports shall contain any monitoring or other information which indicate that any contaminant may endanger an underground source of drinking water and any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.
 2. The written submission shall contain a description of and a discussion of the cause of the noncompliance and, if it has not been corrected, the anticipated time the noncompliance is expected to continue, the steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance and all information required by Rule 62-528.230(4)(b), F.A.C.
 - d. The Department shall be notified at least 180 days before conversion or abandonment of an injection well, unless abandonment within a lesser period of time is necessary to protect waters of the state.
17. The following conditions also shall apply to a hazardous waste facility permit.
- a. The following reports shall be submitted to the Department:
 1. Manifest discrepancy report. If a significant discrepancy in a manifest is discovered, the permittee shall attempt to rectify the discrepancy. If not resolved within 15 days after the waste is received, the permittee shall immediately submit a letter report, including a copy of the manifest, to the Department.
 2. Unmanifested waste report. The permittee shall submit an unmanifested waste report to the Department within 15 days of receipt of unmanifested waste.
 3. Biennial report. A biennial report covering facility activities during the previous calendar year shall be submitted by March 1 of each even numbered year pursuant to Chapter 62-730, F.A.C.
 - b. Notification of any noncompliance which may endanger health or the environment, including the release of any hazardous waste that may endanger public drinking water supplies or the occurrence of a fire or explosion from the facility which could threaten the environment or human health outside the facility, shall be reported verbally to the Department within 24 hours, and a written report shall be provided within 5 days. The verbal report shall include the name, address, I.D. number, and telephone number of the facility, its owner or operator, the name and quantity of materials involved, the extent of any injuries, an assessment of actual or potential hazards, and the estimated quantity and disposition of recovered material. The written submission shall contain:
 1. A description and cause of the noncompliance.
 2. If not corrected, the expected time of correction, and the steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
 - c. Reports of compliance or noncompliance with, or any progress reports on, requirements in any compliance schedule shall be submitted no later than 14 days after each schedule date.
 - d. All reports or information required by the Department by a hazardous waste permittee shall be signed by a person authorized to sign a permit application.

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President

PERMIT NUMBER: 81025-017-DSC
DATE ISSUED: ~~NOV 02 1998~~
EXPIRATION DATE: NOV 01 2003

SPECIFIC CONDITIONS:

1. Water to be distributed by this system, whatever its eventual source, must comply with the maximum levels of primary and secondary contaminants shown in Chapter 62-550, F.A.C. Regarding violation(s) of the Maximum Contaminant Level (MCL) for color in the Martin County Utilities South--Vista Salerno treatment and distribution system and the possible effects this may cause within the consolidated system, Martin County Utilities is required to continue corrective actions in order that treatment equipment and/or process modifications, as permitted and approved for operation by the Department, can be installed/operative to meet the color standard. Failure to implement the necessary corrective actions in a timely manner, and provide public notice in accordance with Section 403.857(1), Florida Statutes, may result in enforcement action, with penalties, being taken by the Department against the Utility. [Ref. 62-550.300]
2. The permittee is required to comply with the orders, as contained in the Department's Consent Order O.G.C. File No. 97-1597 executed December 30, 1997, and Consent Order Amendment executed September 11, 1998, regarding connection to a regional ((Martin County Utilities (North) Consolidated System (MCUN)), water treatment and distribution system. Prior to operation, the interconnect must be approved by the Department. Furthermore, in accordance with the amendment, a permit application is required for reactivation of the on-site system. The provisions of the (Amended) Consent Order are incorporated into the drinking water permit, D.E.P. Permit No. 81025-017-DSC, and become part of this permit by reference.
3. The permittee shall retain a Florida-registered professional engineer as the engineer of record for this project. Upon completion of construction and prior to placing the project into service, the engineer of record or the system's professional engineer who was responsible for overseeing construction, shall submit a certification of completion to the Department. Certification shall be on DEP Form 62-555.910(9). [Ref. 62-555.520 and 62-555.345]
4. Along with the engineer's certification, two sets of revised record drawings shall be provided showing any deviations from the construction permit and approved plans and specifications. Drawings are to be at the same scale and in the same sequence as those submitted and approved for permit. Deviations from the original permitted drawings are to be noted for Department review. [Ref. 62-555.910(9)]
5. A public notification program shall be undertaken to inform Fisherman's Cove Utility's customers of the treatment change. All residents are to be notified of the impact on kidney dialysis equipment. Tropical fish growers and aquarium owners are to be advised of the potential toxicity of chloramines to aquatic organisms. Proof of adequate public notification shall be provided to the Department prior to placing the facilities in operation.
6. The Fisherman's Cove Utilities Water Treatment Plant (WTP) which served the Fisherman's Cove water distribution system shall be physically disconnected from the distribution system and the potable supply wells. All gas chlorine cylinders and chlorination system equipment, fuel tanks, pumps, tankage, electrical wiring, under- and above-ground piping, etc., shall be properly abandoned and disposed of. All potentially hazardous materials (transformers containing PCB's, fuel, oil, etc.) shall be properly disposed of. A demolition permit may be required from the local authorities. If the plant and wells are to be decommissioned with intentions of putting them back into service in the future, submit a plan/report outlining the steps/precautions that were taken to render the facilities secure, in-so-far-as public safety, vandalism, hazardous material(s) disposal, etc. Confirmation of compliance with this condition shall be submitted to the Department within sixty (60) days of the date which the Department's Notice of Acceptance of Completion of Construction for the permitted interconnect is issued.
7. All potable supply wells which served the Fisherman's Cove Utilities WTP shall be either properly abandoned in accordance with F.A.C. Chapter 62-555 or converted to another type use such as irrigation, which may require approval by South Florida Water Management District (SFWMD). Within sixty (60) days of the date which the Department's Notice of Acceptance of Completion of Construction for the permitted interconnect is issued, submit to this office either the well driller's completion reports for the abandonment of the unused supply wells or confirmation of a change in the use of the well and approval from SFWMD, if applicable. [Ref. 62-555.315(5)]
8. It shall be the responsibility of the permittee, the Utility and/or the engineer of record, each within their own respective duties and obligations, for construction supervision, pressure testing, disinfection, and bacteriological clearance of the entire project. All of the water main installation, (potable) water and fire services, and related

PERMITTEE:
Fisherman's Cove Utilities
c/o Mr. Arthur Quinn, President

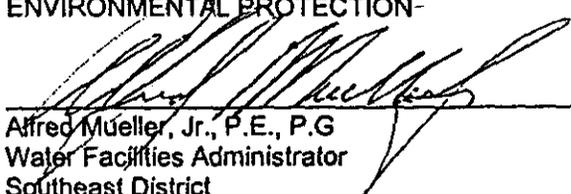
PERMIT NUMBER: 8102 17-DSC
DATE ISSUED: NOV 02 1998
EXPIRATION DATE: NOV 01 2003

appurtenances, to be constructed on privately owned property, shall conform to relevant local and/or state plumbing codes, to the applicable National Plumbing Code. The Department has no regulatory control over the installation and operation of any portion of the potable water main distribution system/service(s) which is located on private property, or outside the public right-of-way, however, approved construction and testing of the system must be demonstrated prior to clearance and approval for operation by the Department. [Ref. 62-555.330]

9. This permit is being issued on the basis and with the understanding that each of the responsible parties (permittee, Utility, engineer-of-record, contractor, etc.) will provide a complete water system (wells, raw/finished water mains, treatment units and tanks, water and fire service lines, as applicable), tested, accepted, and ready for operation in accordance with Chapter 62-555, Florida Administrative Code, and the specifications and construction drawings for the project. Any changes in the scope of the permitted work, i.e. -- portions of the project which are constructed, tested, and ready to be put into service before the entire project has been cleared for service, must be approved by the Department as a partial release, in accordance with Specific Condition No. 4, below. Furthermore, any changes in the bacteriological sampling point locations (BSP's) from what had been identified in the construction plans and permitted by the Department, as such, will not be acceptable for clearance of the project, whether partial or final. In no case shall the water system components that may be in contact with potable water and that have not been properly disinfected and tested, be placed into service for human consumption without being cleared of objectionable bacteria or other material which may be considered unsafe.
10. The proposed facility (wells, raw/finished water mains, treatment units and tanks, as applicable) shall be cleaned, disinfected and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data shall be submitted to the Department with the engineer's certification of construction completion. [Ref. 62-555.340]
11. Coatings and the chemicals that are contained in coatings which are applied to a surface in contact with drinking water, or are otherwise on equipment surfaces that come into contact with the water, and additives and chemicals used to treat water shall conform with American National Standards Institute (ANSI)/NSF International Standard 60-1988. Water system components whose surfaces come into contact with drinking water shall conform with ANSI/NSF Standard 61-1991. The authorized representative of the public water system shall certify in writing that each item conforms to the appropriate standard prior to release for operation. [Ref. 62-555.320(3)(a), 62-555.320(3)(b) and 62-555.320(3)(d)]
12. The installation or repair of any public water system, or any plumbing in a residential or nonresidential facility providing water for human consumption which is connected to a public water system shall be lead free. [Ref. 62-555.322(1)]
13. All vertical crossings (including irrigation mains) must conform to the standard water/sewer separation statement. The water main and sanitary sewer (excluding storm sewers) shall be constructed of ductile iron pipe if the crossing between the two is less than 18 inches. All crossings must leave at least 6 inches between the two pipes. All pipe elevations at crossings shall be shown on record drawings.

Issued this 30th day of OCTOBER, 1998.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION-


Alfred Mueller, Jr., P.E., P.G.
Water Facilities Administrator
Southeast District

Date


AMX/raffishcoveinter

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Complainant,

vs.

OGC CASE NO. 97-1597

FISHERMAN'S COVE OF STUART, INC.

Respondent.

CONSENT ORDER AMENDMENT

The Consent Order entered into by the State of Florida Department of Environmental Protection and Fisherman's Cove of Stuart, Inc. and executed December 30, 1997, shall be amended by inserting a new paragraph after paragraph 5 as follows:

On April 27, 1998, the Department received a written request from Respondent asking to modify the terms of this Consent Order by connecting the System to the Martin County Utilities regional water system in lieu of installing a new hydropneumatic tank as required by paragraph 11 of the Consent Order. On June 1, 1998, Respondent submitted an application (81025-013-DS) for a permit to construct the interconnect to the regional water system.

A new paragraph shall be inserted after paragraph 11 of the Consent Order as follows:

Within 90 days of issuance of Permit 81025-013-DS, Respondent shall complete the interconnect to the regional water system and submit certification of completion of construction, along with all documentation required by the permit, to the Department. Respondent shall obtain written Department approval prior to placing the interconnect in service. If Respondent wishes to reactivate the on-site System, an application for a permit must be submitted to the Department. If the request to reactivate the System is received by the Department after March 31, 1999, the System, including the wells, must meet all requirements of the rule in effect at the time the request to reactivate is submitted.

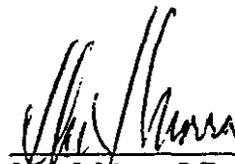
Except for terms incorporated in this amendment all terms in the original Consent Order are still binding.

CERTIFICATION

PROJECT NAME: MCU(14) / Fisherman's Cove Intercom
APPLICATION NO. 81025-417-83e

I hereby certify that the environmental engineering features described in the above referenced application, together with the stipulated general and special permit conditions listed provide reasonable assurance of compliance with applicable provisions of Chapter 403 Florida Statutes, and Florida Administrative Code Title 62. This review was limited to (Chapter 555 F.A.C) aspects of the proposed project as described in the above referenced application.

I have not evaluated and I do not certify aspects of the proposed project outside of my current area of responsibility and/or expertise (including but not limited to the electrical, mechanical, chemical, structural, hydrological, geological/geotechnical, nuclear, agricultural, metallurgical, and fire protection engineering).



John J. Morra, P.E.
12/30/08
Date/





Florida Department of Environmental Regulation

Southeast District • 1900 S. Congress Ave., Suite A • West Palm Beach, Florida 33406

Lawton Chiles, Governor

Telephone: 407/433-2650

Carol M. Browner, Secretary

Fax: 407/433-2666

JUL 01 1992

NOTICE OF PERMIT

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Martin County
DW - Fisherman's Cove Wastewater Treatment
Plant/Plant Modifications

Mr. Arthur Quinn, President
Fisherman's Cove at Stuart
P. O. Box 1830
Stuart, Florida 33495

Dear Mr. Quinn:

Enclosed is Permit Number of DC 43-189521 to construct modifications to the subject wastewater treatment plant issued pursuant to Section(s) 403.087, Florida Statutes.

Any party to this Order (permit) has the right to seek judicial review of the permit 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, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; 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 this Notice is filed with the Clerk of the Department.

If you have any questions please contact Michael Zetts, P.E., of this office, phone number (407) 433-2650.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION


Bobby A. Gooley, P.E.
Acting Director of District Management
1900 South Congress Avenue, Suite A
West Palm Beach, FL 33406
407/433-2650


BAG:mzr/21

Copies furnished to:

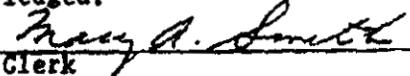
Pat Comer, Office of General Counsel, DER/Tlh.
Patrick A. Joyce, P.E., LBF&H, Inc.
Greg Giarratana, P.E., LBF&H, Inc.
Robert 'Ted' Davis, PSC
Domestic Wastewater, DER/PSL
Indar Jagarine, Technical Support/Groundwater DER/WPB

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on JUL 01 1992 to the listed persons.

Clerk Stamp

FILING AND ACKNOWLEDGEMENT FILED, on this date, pursuant to the §120.52(10), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk

JUL 01 1992
Date





Florida Department of Environmental Regulation

Southeast District • 1900 S. Congress Ave., Suite A • West Palm Beach, Florida 33406

Lawton Chiles, Governor

Telephone: 407/433-2650

Carol M. Browner, Secretary

Fax: 407/433-2666

PERMITTEE:

Mr. Arthur Quinn, President
Fisherman's Cove at Stuart
P. O. Box 1830
Stuart, Florida 33495

I. D. NUMBER: 5143POOD11

PERMIT/CERTIFICATION NUMBERS: DC 43-189521

DATE OF ISSUE: JUL 01 1992

EXPIRATION DATE:

JUL 01 1994

COUNTY: Martin

LATITUDE/LONGITUDE: 27°09'18"N/80°14'40"W

SECTION/TOWNSHIP/RANGE: Hanson Grant

PROJECT: Fisherman's Cove Wastewater

Treatment Plant/Plant Modifications

This permit is issued under the provisions of Chapter 403.087, Florida Statutes, and Florida Administrative Code Rules 17-4 and 17-600. 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:

TO CONSTRUCT: An additional 8,500 gallon aerated surge tank and an additional 3,500 gallon baffled chlorine contact tank. Two blower/motor units will be supplied, each unit having a capacity of 15 cfm at 7 psig.

Existing facilities consist of 0.1 MGD contact stabilization wastewater treatment plant with a 14,454 gallon surge tank, a 12,625 gallon contact aeration tank, a 22,310 gallon and a 3,500 gallon re-aeration tank, a 198 sq.ft. (surface area) clarifier with a volume of approximately 16,952 gallons, a 22,950 gallon aerobic digester, a vacuum type tertiary rapid sand filter with approximately 36 sq.ft. of filter area, a 2,351 gallon mud well (returning filter backwash to the WWTP), a 2,558 gallon chlorine contact tank, disinfection by a gas chlorination system and effluent discharged to three percolation ponds with a total area of approximately 50,666 sq.ft. Stand-by emergency power is provided.

IN ACCORDANCE WITH: The application, DER Form 1.205(1) received on November 27, 1990, and the additional information received on October 31, 1991, and March 11, 1992, and the proof of publication published June 5, 1992 in the Stuart News.

LOCATED AT: State Road 76, south of Indian Street, Stuart, Martin County.

TO SERVE: 524 units (262 duplex buildings) and an additional 4 acres of commercial development.

SUBJECT TO: General Conditions 1-15 and Specific Condition 1-17.

Page 1 of 6

DER Form 17-1.201(5)
Effective November 30, 1982



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, 403.727, or 403.859 through 403.861, F.S. 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 acknowledgement 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 require under this permit; and
 - (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.

GENERAL CONDITIONS:

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 Section 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 17-4.120 and 17-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance 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.
13. This permit also constitutes:
- () Determination of Best Available Control Technology (BACT)
 - () Determination of Prevention of Significant Deterioration (PSD)
 - () Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
 - () Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
 - (c) Records of monitoring information shall include:
 - 1. the date, exact place, and time of sampling or measurements;
 - 2. the person responsible for performing the sampling or measurements;
 - 3. the dates analyses were performed;
 - 4. the person responsible for performing the analyses;
 - 5. the analytical techniques or methods used;
 - 6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

PERMITTEE:
 Mr. Arthur Quinn, President
 Fisherman's Cove at Stuart

I.D. NUMBER: 514.011
 PERMIT/CERTIFICATION NUMBERS: DC 43-189521
 DATE OF ISSUR: JUL 01 1992
 EXPIRATION DATE: JUL 01 1994

SPECIFIC CONDITIONS:

1. Sampling, reporting and effluent limitations for this Wastewater Treatment Plant (WWTP) for the period allowed to operate under this permit shall be in accordance with Florida Administrative Code (FAC) Chapters 17-601 and 17-600 and are as follows:

PARAMETER	EFFLUENT LIMIT	MINIMUM FREQUENCY	SAMPLE TYPE	SAMPLE LOCATION
Flow	(b) MGD	Daily, 5/week	Elapse Time Meter	Influent
CBOD ₅	(a) mg/l	Every 2 weeks	8 - Hour Composite	Effluent
TSS	(a) mg/l	Every 2 weeks	8 - Hour Composite	Effluent
pH units	6.0 to 8.5	Daily, 5/weeks	Grab	Effluent
Chlorine Residual	(c) Min. 0.5 mg/l	Daily, 5/weeks	Grab	Effluent
Fecal Coliforms	Avg. 200/100 ml Max. 800/100 ml	Every 2 weeks	(d) Grab	Effluent

(a) Limits, Maximum (mg/l).

	annual	monthly	weekly	one time grab
CBOD ₅	20	30	45	60
TSS	20	30	45	60

- (b) The average daily flow of the three maximum contiguous months shall not exceed 0.10 MGD.
- (c) This minimum total chlorine residual shall be maintained after 15 minutes contact time at maximum daily flow or after 30 minutes contact time at average daily flow pursuant to F.A.C. Rule 17-600.440.
- (d) Grab samples will be collected during periods of peak hydraulic and/or organic loading.

2. Construction of this facility shall be certified in accordance with F.A.C. Rule 17-600.717 and 17-600.725.

3. The permittee shall make application for an operation permit or request an extension of the expiration date of this construction permit at least sixty (60) days prior to the expiration of this permit pursuant to F.A.C. Rule 17-4.090.

4. The permittee shall retain the engineer of record or other qualified professional engineer to provide resident inspection of construction and to assure conformance with approved engineering plans and specifications and certify completion of construction and availability of record drawings with the additional documentation required by F.A.C. Rule 17-600.730.

PERMITTEE:
Mr. Arthur Quinn, President
Fisherman's Cove at Stuart

I.D. NUMBER: 514 011
PERMIT/CERTIFICATE NUMBERS. DC 43-189521
DATE OF ISSUE: JUL 0 1 1992
EXPIRATION DATE: JUL 0 1 1994

SPECIFIC CONDITIONS:

5. The owner shall employ certified operators in accordance with the provisions of F.A.C. Rule 17-602.370. This facility is a Category II, Class C, and requires at a minimum a Class C, or higher operator on-site three (3) hour(s) per day, five (5) days per week and a weekend visit.

6. The effluent disposal facilities shall be operated and maintained at all times so as to prevent overflow or seepage of effluent to adjacent ground surfaces or run-off to surface waters. The zone of discharge for this facility is the area of the ponds and a 100 foot wide strip surrounding the ponds or to the property limits, whichever is less, down to the base of the underlying unconfined aquifer.

7. All equipment of the facility shall be operated and maintained so as to function consistently as designed in removing pollutants and not cause a sanitary nuisance or potential health hazard.

8. The Operation and Maintenance (O&M) manual for this facility covering both the treatment plant and effluent disposal systems shall be made available for the use of operating personnel.

9. The permittee shall insure that all waste sludge is disposed of in accordance with F.A.C. Chapter 17-640 and complies with the following:

- (a) Semi-annual analysis of sludge shall be conducted each January and July as specified in F.A.C. Rule 17-640.700, to determine the suitability of domestic wastewater residuals for land application and the results submitted to the Port St. Lucie DER office.
- (b) Sludge volume added to the digesters shall be recorded daily on the monthly operation reports.
- (c) If offsite sludge stabilization is utilized, a log shall be maintained at the WWTP and copies submitted with the MOR to the Port St. Lucie DER office documenting the method of sludge stabilization (e.g. lime) and where, when, and how much sludge was transported off site.
- (d) If on site sludge stabilization is utilized:
 - i. A log shall be maintained at the WWTP that indicates compliance with Class B or Class C stabilization criteria of F.A.C. Rule 17-640.600. Pathogen reduction analysis of the digested sludge may be required to verify compliance with 40 CFR Part 257, Appendix II.

CLASS B

A log shall be maintained at the WWTP that indicates aerobic conditions have been maintained at solids residence times ranging from 60 days at 15° C to 40 days at 20° C with a volatile solids reduction of at least 38 percent prior to removing sludge from this site for land application. Documentation of percent volatile solids reduction shall include a copy of the lab analysis and subsequent volatile solids reduction calculations. Pathogen reduction analysis of the digested sludge may be required to verify compliance with 40 CFR Part 257, Appendix II.

CLASS C

Class C stabilization standards will be achieved if one of the domestic wastewater residuals stabilization processes identified as a Process to Significantly Reduce Pathogens is utilized but the design or operational characteristics do not meet the minimum standards of Title 40, Code of Federal Regulations, Part 257. However the design or operational characteristics must as a minimum comply with conventional design standards. F.A.C. Rule 17-640.600(3)(a). For aerobic digestion section 74.32, "Solids Retention Time," of the Recommended Standards of Sewage Works states "Normally, a minimum of 15 days retention should be provided for waste activated sludge..."

PERMITTEE:
Mr. Arthur Quinn, President
Fisherman's Cove at Stuart

I.D. NUMBER: 51-011
PERMIT/CERTIFICATE NUMBERS: DC 43-189521
DATE OF ISSUE:
EXPIRATION DATE: JUL 01 1992

SPECIFIC CONDITIONS:

JUL 01 1994

- II. A log shall be maintained at the WWT and copies submitted with the MOR to the Port St. Lucie DER office with an entry prior to each sludge disposal listing date of release, sludge quantity, sludge age, lime stabilization conditions by addition of sufficient lime to the sludge to produce a pH of 12 after 2 hours of contact (for Class B sludge), sludge class, name and type of receiving site.
- (e) Within 90 days of issuance of this permit a domestic wastewater residual's Agricultural Use Plan/Dedicated Site Plan shall be submitted to the West Palm Beach DER office in compliance with F.A.C. Rule 17-640.500.
10. The screenings and grit particles are to be collected in suitable containers and shall be hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit particles.
11. Flow measurement devices shall be calibrated on a yearly basis and certification of calibration shall be submitted in January for each year.
12. A copy of this permit shall be kept at the wastewater treatment facility for use by plant operators pursuant to F.A.C. Rule 17-600.410(5).
13. This facility is within the Indian River Lagoon Basin as defined in the Indian River SWIM Plan. Florida Statutes Chapter 90-262 requires each owner of an existing sewage treatment facility in the Indian River Lagoon Basin, before July 1, 1992, to investigate the feasibility of using reclaimed wastewater for beneficial purposes.
- By July 1, 1992 the permittee shall submit the aforementioned feasibility investigation analysis to the Southeast District Office of the Department.
14. The four (4) acres of commercial development in the proposed service area may require collection system permits from the DER, pursuant to F.A.C. Rules 17-604.110 and 17-604.400. Additionally, design flows for the development must be developed and plant capacity must be available to connect the development.
15. Within 90 days of the issuance date of this permit the permittee shall submit a plan addressing the percolation pond system. The plan is to be prepared by a professional engineer registered in the state of Florida and must include an evaluation for the cleaning of the ponds, whether or not additional effluent disposal capacity is needed and recommend any necessary modifications to the ponds. Department permits may be needed prior to modifying the ponds or providing additional effluent disposal capacity. The plan is to include dates for completing the necessary actions.
16. Within 45 days of the issuance date of this permit the permittee shall prepare a final version of the proposed groundwater monitoring plan. The plan is to include, but is not limited to, proposed monitoring well locations, construction details for the proposed wells, direction of groundwater flow and monitoring parameters. Should additional information be requested by the Department, the permittee shall provide the information within 45 days of receipt of the request.
17. The permittee shall have the wastewater treatment facility's influent sampled for CBOD₅ and TSS in accordance with F.A.C. Rule 17-601 and shall report the results on the monthly operating report.

Issued this 26th day of June, 1992

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION


Bobby A. Cooley, P.E.
Acting Director of District Management

Page 6 of 6

EXHIBIT E

**FISHERMAN' S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**

To that certain Agreement by and between Martin County and Fisherman's cove of Stuart, Inc. The approved plans and specifications for the interconnection of the Fisherman's Cove System to the County's system consists of plans and specifications prepared by :

Lindahl, Browning, Ferrari & Hellstrom, Inc. Project Number 90-0164 pages 1-5, and project Number 90-0164c1 pages 1-9 the originals which will be filed separately with Martin County and are incorporated herein by reference

EXHIBIT F

**FISHERMAN'S COVE
WATER AND SEWER SYSTEM ASSET
PURCHASE AND SALE AGREEMENT**

NONE

NONE

Exhibit B

EXHIBIT B

of the System by Seller. The parties agree that the wells, the water treatment plant, and the wastewater treatment plant are being retained by Seller.

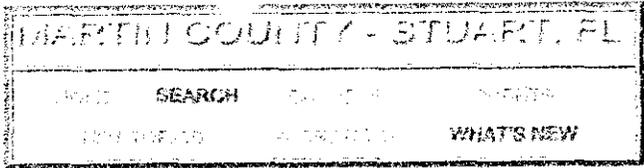
2.1.2 Other Rights. All rights, privileges, easements, licenses, prescriptive rights, right-of-ways, and rights to use public and private roads, highways, streets, and other areas owned and/or used by Seller in connection with the construction, reconstruction, installation, maintenance and operation of the System and the Purchased Assets (collectively referred to as the "Easements"). The Easements are more particularly set forth and ~~described in Exhibit A of this Agreement.~~ ~~The form of such easements are set forth in Exhibit B, attached hereto and;~~ made a part hereof by this reference made a part hereof.

2.1.3 Customer Deposits. A list of customer deposits by name and account number, setting forth the amount of each individual deposit and aggregate total thereof is set forth on Exhibit C attached hereto and by this reference made a part hereof. The list shall be updated to the Closing Date by Seller. At closing Seller will transfer all Customer Deposits, plus accrued interest thereon as required by the Public Service Commission, to the County by credit against the Purchase Price.

~~2.1.3~~2.1.4 Customer and Supplier Lists; Other Records. All current customer records and supplier lists, as-built surveys and water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records and all other information and business records in the possession of Seller that relate to the operation of the System.

EXHIBIT C

Regulatory assessment fees will be paid based on the last customer billing. It is anticipated this will occur at the end of December, 1999. All regulatory assessment fees will be calculated and paid. At this time, no fines or refunds exist or are anticipated.



> > > > >

TO: All Department Directors

FROM: Russ Blackburn, County Administrator

SUBJECT: Commission Action Summary
August 24, 1999; Regular Meeting
Resolution Nos. 99-8.9 through 99-8.23 and Ordinance 552

Consent Agenda items are considered routine and are enacted by one motion and will have no action noted, but the "Recommendation" as it appears on the Board item is the approved action.

Item pulled for discussion: 4B2, 4C1, 4G3, and 4K1.

Item withdrawn: 9D1.

2. Public

Dr. Morrey of 37th Terrace, Palm City, regarding item 8C1 on today's agenda, gave reasons why people are in the area, work here, traveling through and we reap the rewards.

10. Public - None.

SIGNED 08/27/99

Russ Blackburn, County

Administrator

RB/mhp

cc: Board of County Commissioners
August 24, 1999

REGULAR MEETING

9:00 A.M. - MARTIN COUNTY COMMISSION MEETING ROOM
2401 S.E. MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS	
Janet K. Gettig, Chair	Russ Blackburn, County Administrator
Elmira R. Gainey, Vice Chair	Gary K. Oldehoff, County Attorney

Marshal L. Wilcox
Dennis Armstrong
Donna Sutter Melzer

Marsha Stiller, Clerk to the
Board

1. CALL TO ORDER - 9:00 A.M.

PRESETS

2C Public	9:00 A.M.
8A1 Intergovernmental Coordination Effort on School Siting	10:00 A.M.
6D Fisherman's Cove Utilities Acquisition	1:30 P.M.
6E Article III Zoning District, Glitch Bill	1:45 P.M.
8C1 Western Palm City Corridor Workshop	4:00 P.M.
10 Public	5:05 P.M.

INVOCATION Reverend Amanda Howard - Absent

PLEDGE OF ALLEGIANCE

2. A. ADDITION OF EMERGENCY ITEMS 3C, 4B3, 4G5, 5A1, 6H & 9A1.

B. APPROVAL OF AGENDA - Approved.

C. PUBLIC - TO BE HEARD AT 9:00 A.M. PLEASE LIMIT COMMENTS TO THREE MINUTES.

3. PROCLAMATIONS, OFFICIAL ACTS, AND SPECIAL PRESENTATIONS

A. LITERACY COUNCIL PROCLAMATION

The Literacy Council of Martin County has requested that the proclamation declaring Literacy month in Martin County be presented at the August 24, 1999, meeting of the Board.

AGENDA ITEM:
(
)

B. PRESENTATION by Michele Dutro, Educational Coordinator the Stuart News and the Port St. Lucie News and Terri May, Coordinator for the United Way Martin County Chapter, Character Counts Program, Contract of Character: a County-wide campaign to instill qualities of good character in our community. Postponed.

4. CONSENT

A. CLERK OF THE CIRCUIT COURT

Marsha Stiller

1. Minutes of the July 26, 1999, special meeting.
2. Minutes of the July 27, 1999, regular meeting.
3. Minutes of the July 28, 1999, special meeting.
4. Minutes of the August 3, 1999, special meeting.

B. ADMINISTRATION

Russ Blackburn, County Administrator

1. SOUTH COUNTY BOAT RAMP - SOUTH MARTIN REGIONAL UTILITY DOCUMENTS

- packet and minutes of July 15, 1999.
- 13. Manatee Pocket/Salerno Creek Retrofit amendment #1 to Consultant Agreement.
- 14. Metropolitan Planning Organization Community-Wide Public Involvement meeting agenda of August 2, 1999.
- 15. New Horizons of the Treasure Coast, Inc. summary of clients serviced from October 1, 1997 through June 20, 1999.
- 16. Probation Program Report for the month of July, 1999.
- 17. Recapitulation of the 1998 Assessment Roll.
- 18. School District of Martin County, Florida - Florida Education Finance Program full-time equivalent students and student transportation report from the State of Florida Auditor General for the fiscal year ended June 30, 1998.
- 19. South County Ball Park Phase II change order #1 to the construction agreement, file asp99l.709.
- 20. South County Community Center re-roofing approval of change order in the amount of \$6,000, file asp99apr117.

5. BOARD AND COMMITTEE APPOINTMENTS - None at this time.

6. PUBLIC HEARINGS

A. ENVIRONMENTAL CONTROL BOARD

The Martin County Code requires that the Environmental Control Board meet no less frequently than every ninety days to consider the activities of the Environmental Control Hearing Board, or any other matter under Martin County's Environmental Control Act.

AGENDA ITEM: ()

ACTION TAKEN: Adjourned as the Board of County Commissioners. Convened as the Environmental Control Board. Accepted the report. Set the next meeting of the Environmental Control Board for November 16, 1999. Adjourned as the Environmental Control Board. Reconvened as the Board of County Commissioners.

STAFF DIRECTION: Fred van Vonno to return with state guidelines on Code Enforcement on environmental issues.

6. PUBLIC HEARINGS

B. COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT AMENDMENTS

Time extensions and budget revisions are needed for continued construction of two Community Development Block Grant (CDBG) projects. The two CDBG grants are the primary funding sources for the installation of a force main sewer system in the Banner Lake subdivision and drainage improvements for the Rowland Canal in Indiantown. Proposals have been received, contractors selected, and construction is underway with both projects. However, the grant contracts expire on October 27 and the contracts must be amended to provide grant extensions that will allow for completion of construction activities.

AGENDA ITEM: ()

ACTION TAKEN: Approved.

C. OLD RELIABLE COMPANIES OF FLORIDA, INC. - REQUESTING A ZONING DISTRICT CHANGE FROM M-2, INDUSTRIAL DISTRICT TO LI, LIMITED INDUSTRIAL WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION

The applicant is requesting a zoning district change from the current M-2, Industrial District to LI, Limited Industrial for Lot 27 in the S.P.S. Commercial South subdivision located east of US 1 in the general vicinity of Port Salerno.

AGENDA ITEM:

ACTION TAKEN: Approved.

D. FISHERMAN'S COVE UTILITIES ACQUISITION

Board action is requested to adopt the Resolution and authorize the Chair to execute the Water and Sewer System Asset Purchase and Sale Agreement for the acquisition of the water and wastewater system owned by Fisherman's Cove of Stuart, Inc.

AGENDA ITEM:

ACTION TAKEN: Approved.

E. CONTINUATION OF SECOND PUBLIC HEARING ARTICLE III, ZONING DISTRICTS - "GLITCH BILL"

This is the continuation of the second public hearing regarding the amendment of Article III to correct certain "glitches" such as typographical errors, code references and misnumberings. In addition, the Board has authorized Staff to propose revisions regarding the issues of lot width and adult entertainment regulations.

AGENDA ITEM:

Ordinance No. 552

ACTION TAKEN: Removed from table. Approved proposed language on Section 3.8.C.8. Approved the proposed language of measurement of lot width in Section 3.7.D.1 with the addition of a diagram to be included with the Ordinance. Approved Section 3.10B with the modification to the first line after the word "for" insert "an ALF project/phase". In the second sentence add after ILF "or other." Strike all words from "when single family" in the balance of that sentence. Approved as amended.

6. PUBLIC HEARINGS

F. SHIP PROGRAM: ANNUAL REPORT

As part of the requirements of the State Housing Initiative Partnership (SHIP) Program, an annual report must be submitted to the Florida Housing Finance Corporation. At today's public hearing the Board will review the SHIP program accomplishments and accept public comments regarding the Annual Report. The Board is requested to authorize transmittal of the report to the

Exhibit D

See pages

1 of 4

6 of 9

8 of 16

BOARD OF COUNTY COMMISSIONERS REGULAR AGENDA ITEM SUMMARY

MEMO: evt99a.030	MEETING DATE: August 24, 1999 DUE DATE: August 9, 1999	PLACEMENT: Public Hearing PRESET: 1:30 PM
WORDING: FISHERMAN'S COVE UTILITIES ACQUISITION		6 __
REQUESTED BY: John Polley, Technical Services Administrator	ENVIRONMENTAL SERVICES Richard L. Rollo, P.E., Director	PREPARED BY: John Polley, Technical Services Administrator
DOCUMENT(S) REQUIRING ACTION: Resolution/Water and Sewer System Asset Purchase and Sale Agreement		

EXECUTIVE SUMMARY

Board action is requested to adopt the Resolution and authorize the Chair to execute the Water and Sewer System Asset Purchase and Sale Agreement for the acquisition of the water and wastewater system owned by Fisherman's Cove of Stuart, Inc.

BACKGROUND

Pursuant to Board action taken on June 29, 1999 and December 16, 1997, staff has been evaluating the purchase of the water and wastewater system owned by Fisherman's Cove of Stuart, Inc. To that end staff, with the assistance of consultants, has negotiated a Water and Sewer System Asset Purchase and Sale Agreement for the acquisition of the utility. Pursuant to the Agreement the County will acquire the water distribution system, and the wastewater collection system. The on-site water and wastewater package plants will be dismantled and removed. The customers will receive service from Martin County's regional treatment facilities.

Martin County will correct deficiencies in the existing water and wastewater system that were identified during the due diligence period. Fisherman's Cove will construct improvements to physically connect the water and wastewater systems to the County's Consolidated System.

General Acquisition Terms

1. An acquisition price equal to \$1,000,000 which would allow the County to acquire the utility on an "as-is" basis. The purchase price will be paid at closing.

ISSUES

Section 125.3401 Florida Statutes Statement

Any potential public acquisition of a private utility is governed by Section 125.3401 of the Florida Statutes which provides, in relevant part, as follows:

125.3401 Purchase or sale of water or sewer utility by County. No County may purchase or sell a water or sewer utility that provides service to the public for compensation, until the governing body of the County has held a public hearing on the purchase or sale and made a determination that the purchase or sale is in the public interest, the County shall consider, at a minimum, the following:

- (1) The most recent available income and expense statement for the utility;
- (2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions in-aid-of-construction and the accumulated depreciation thereon;
- (3) A statement of the existing rate base of the utility for regulatory purposes;
- (4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;

BOARD OF COUNTY COMMISSIONERS REGULAR AGENDA ITEM SUMMARY

- (5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;
- (6) The impacts of the purchase, sale or wastewater facility privatization contract on utility customers, both positive and negative;
- (7)(a) Any additional investment required and the ability and willingness of the purchaser, or the private firm under a wastewater facility privatization contract, to make that investment, whether the purchaser is the county or the entity purchasing the utility from the county;
- (b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions expansions, and repairs. The county shall give significant weight to this criteria.
- (8) The alternatives to the purchase, sale, or wastewater facility privatization contract, and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made; and
- (9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high quality and cost effective utility service, whether the purchaser is the county or the entity purchasing the utility from the county.
- (b) In the case of a wastewater facility privatization contract, the county shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract.

In accordance with Florida Statutes Section 125.3401, the County's consultant has prepared a statement showing that the purchase is in the public interest, including a summary of the County's experience in water and sewer utility operation and a showing of the financial ability to provide the service. The briefing document provides a summary of the above considerations and is attached.

County staff met with the homeowners on February 3, 1999 and August 11, 1999 to discuss the purchase. In general, the homeowners appear to support the purchase. In addition each customer of the Fisherman's Cove of Stuart, Inc. was mailed a notice of today's hearing.

It is anticipated that closing will occur prior to the end of the calendar year.

Financing Alternatives

Regarding the acquisition County staff and financial advisors are exploring two financing alternatives, namely:

1. Utilize existing debt service reserve account cash for the Consolidated Utility System to pay cash for the purchase. The Financial Guaranty Insurance Company (FGIC), the insurer of all the County's outstanding utility debt, has indicated it is possible to acquire a surety bond policy for any or all of the existing \$2,364,175 reserve account. The transaction would take approximately one week to process and would require a \$50,000-\$60,000 surety bond. Upon the issuance by FGIC of the surety bond, the County could draw down its reserve account cash to acquire the utility.
2. The County's financial advisor recently received interest rate estimates from several banks for 10 year, bank-qualified loans. Currently, the County could expect to pay between 5.00%-5.10% for such a loan. Issuance costs associated with this transaction would be approximately \$10,000. It is possible that the County could "earn" more on its idle cash than it would be required to pay, i.e., 10 year T-Bills currently pay 5.90%, while 2 1/2 year T-Bills pay approximately 5.5%. Because this loan would be classified as "Bank Qualified" and the loan proceeds would meet IRS "spend-down" requirements (essentially all of the funds would be spent immediately), any surplus interest earnings would not be subject to rebate. The State Board of Administration investment pool currently yields 4.88%. It would take approximately three to four weeks to complete the RFP process and receive loan proceeds.

BOARD OF COUNTY COMMISSIONERS REGULAR AGENDA ITEM SUMMARY

It appears that, depending on interest rate conditions at the time of acquisition (closing), either of the alternatives would suit the County's needs. Staff and financial advisors will monitor both options and be prepared to implement the option that best serves the County's needs. Because of the timing, it appears appropriate to authorize the County Administrator to choose the appropriate option during the closing period.

RECOMMENDED ACTION

Recommendation

- a. The Board adopt the Resolution finding that the acquisition of the Fisherman's Cove of Stuart, Inc. utilities system is in the public interest in conformance with Section 125.3401, Florida Statutes after receiving public comment.
- b. Authorize the County Administrator to implement one of the two financing alternatives contained herein.

Alternative #1

- a. As an alternative the Board may modify the Agreement or reject the acquisition.

Alternative #2

- a.

Alternative #3

- a.

FISCAL IMPACT

Recommendation

Based on the evaluation of staff and consultants, the acquisition will result in an increase in expenses and revenue to the County's Consolidated Utility System.

Estimated increase in total direct operating expenses \$127,409.00.

Estimated increase in sales revenue \$317,140.00

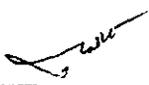
Alternative #1

Alternative #2

Alternative #3

APPROVAL

COUNTY ADMINISTRATOR COUNTY ATTORNEY ACA DCA EVT



ATTACHMENTS

- a. Section 125.3401 Florida Statutes Statement
- b. Resolution/Water and Sewer System Asset Purchase and Sale Agreement
- c. Letter from William R. Hough & Co.
- d. Letter to Fisherman's Cove Residents
- e. Notice of Public Hearing

BOARD OF COUNTY COMMISSIONERS REGULAR AGENDA ITEM SUMMARY

SUGGESTED REFERENCE MATERIAL

Related Memos

none

Previous Agenda Items

06-29-99

evt99a.027

8B2

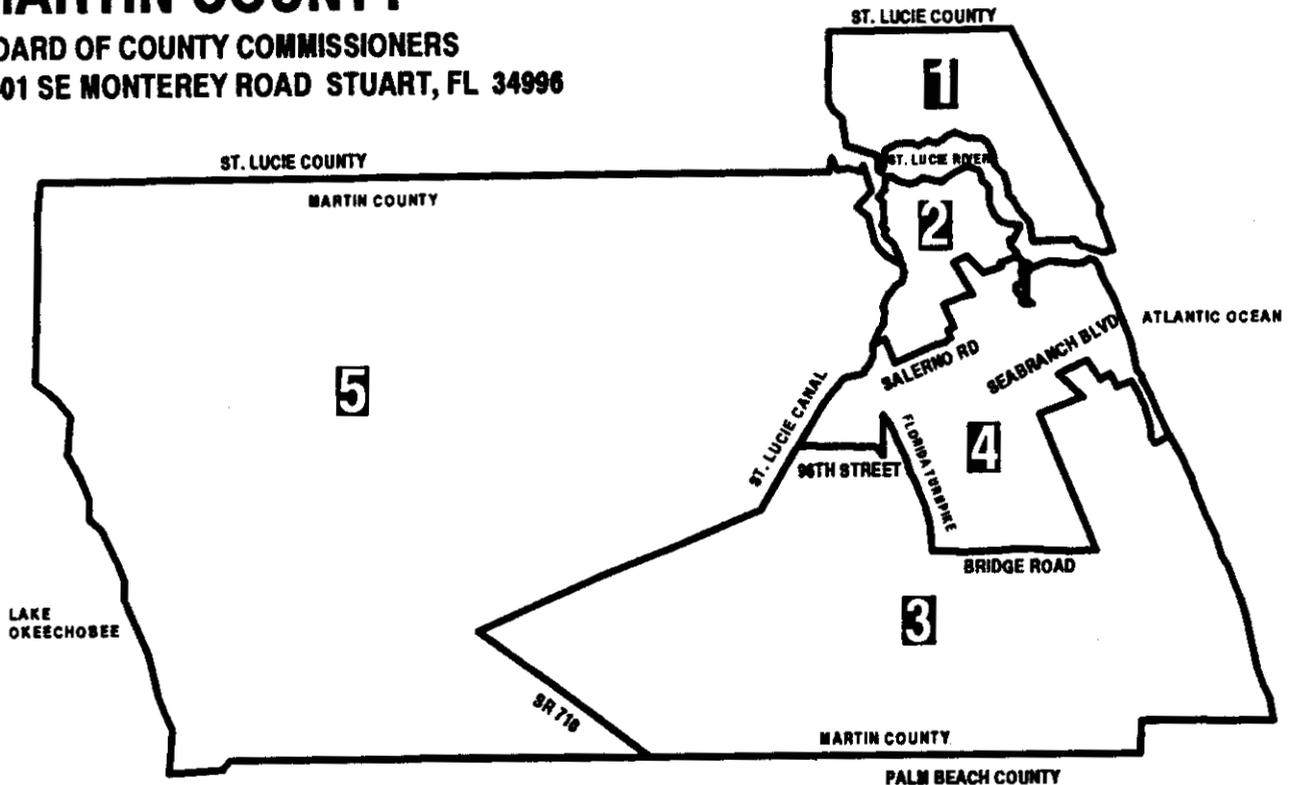


AGENDA

AUGUST 24, 1999

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS
2401 SE MONTEREY ROAD STUART, FL 34996



Marshal L. Wilcox, Commissioner, District 1 · 561-221-2359

Dennis H. Armstrong, Commissioner, District 2 · 561-288-5421

Janet K. Gettig, Commissioner, District 3 · 561-221-2357

Elmira R. Gainey, Commissioner, District 4 · 561-221-2358

Donna Sutter Melzer, Commissioner, District 5 · 561-221-1357

Russ Blackburn, County Administrator
561-221-2360

Gary K. Oldehoff, County Attorney
561-288-5442

Visit our website: www.martin.fl.us

WELCOME!

THE COMMISSION ENCOURAGES PUBLIC PARTICIPATION.

Attached is the Agenda which shall determine the order of business conducted.

ADDRESSING THE COMMISSION - Please state your name and address, speaking clearly into the microphone, and have *nine copies of any backup information* you want to share with the Board of County Commissioners ready for distribution.

AGENDA ITEMS - Complete a "Request to Speak Form" and identify the Agenda Item. Please limit comments to **three** minutes.

CONSENT AGENDA - These items are considered routine and are enacted by one motion. There will be no separate discussion of these items unless a Commissioner or member of the public so request; in which event, the item will be "pulled" from Consent and considered following the approval of the balance of the Consent Agenda.

DECORUM - Please be respectful of others opinions.

MEETINGS - All Board of County Commission meetings are open to the public and are generally held weekly at **9:00 A.M. in the Administrative Center, Board of County Commissioners Chambers, 2401 SE Monterey Road, Stuart, Florida 34996**. The Board of County Commissioners schedules extra meetings and workshops throughout the year necessary to accomplish their goals and commitments, and these meetings will be advertised.

PUBLIC COMMENT/NON-AGENDA ITEMS - The public is welcome to speak regarding any issue on the **second and fourth Tuesdays only at 9:00 A.M. and 5:05 P.M.** Please limit comments to **three** minutes.

ORDER OF PRESENTATION - As a general rule, when issues are scheduled before the Board of County Commissioners under Departmental, the order of presentation is usually: (1) County Staff presents details of the Board item; (2) Commissioners comment; (3) comments by the Public; (4) further discussion and action by the Commissioners.

PRESET AGENDA ITEMS - The times listed are approximate and indicate the item will not be addressed prior to the listed time. However, due to time needed for agenda items, the preset item may be heard at a later time.

MARTIN COUNTY WEB PAGE - The agendas, agenda items, and other information are available on the Martin County home page: www.martin.fl.us.

REGULAR AGENDA - Departmental, Public Hearings, and Requests and Presentations are items which the Board of County Commissioners will discuss individually, usually in the order listed on the Agenda.

SPECIAL AGENDA - Policy Discussion and workshops are items which the Board of County Commissioners will discuss in detail.

BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA
AGENDA

August 24, 1999

REGULAR MEETING

9:00 A.M. - MARTIN COUNTY COMMISSION MEETING ROOM

2401 S.E. MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

Janet K. Gettig, Chair
Elmira R. Gainey, Vice Chair
Marshal L. Wilcox
Dennis Armstrong
Donna Sutter Melzer

Russ Blackburn, County Administrator
Gary K. Oldehoff, County Attorney
Marsha Stiller, Clerk to the Board

1. CALL TO ORDER - 9:00 A.M.

PRESETS

2C	Public	9:00 A.M.
8A1	Intergovernmental Coordination Effort on School Siting	10:00 A.M.
6D	Fisherman's Cove Utilities Acquisition	1:30 P.M.
6E	Article III Zoning District, Glitch Bill	1:45 P.M.
8C1	Western Palm City Corridor Workshop	4:00 P.M.
10	Public	5:05 P.M.

INVOCATION Reverend Amanda Howard, Martin County Ministerial Association.

PLEDGE OF ALLEGIANCE

2. A. ADDITION OF EMERGENCY ITEMS

B. APPROVAL OF AGENDA

C. PUBLIC - TO BE HEARD AT 9:00 A.M. PLEASE LIMIT COMMENTS TO THREE MINUTES.

3. PROCLAMATIONS, OFFICIAL ACTS, AND SPECIAL PRESENTATIONS

A. LITERACY COUNCIL PROCLAMATION

The Literacy Council of Martin County has requested that the proclamation declaring Literacy month in Martin County be presented at the August 24, 1999, meeting of the Board.

AGENDA ITEM: ads99a.023

B. PRESENTATION by Michele Dutro, Educational Coordinator the Stuart News and the Port St. Lucie News and Terri May, Coordinator for the United Way Martin County Chapter, Character Counts Program, Contract of Character: a County-wide campaign to instill qualities of good character in our community.

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

4. CONSENT

A. CLERK OF THE CIRCUIT COURT

Marsha Stiller

1. Minutes of the July 26, 1999, special meeting.
2. Minutes of the July 27, 1999, regular meeting.
3. Minutes of the July 28, 1999, special meeting.
4. Minutes of the August 3, 1999, special meeting.

B. ADMINISTRATION

Russ Blackburn, County Administrator

1. SOUTH COUNTY BOAT RAMP - SOUTH MARTIN REGIONAL UTILITY DOCUMENTS

Requirements of the Utility Agreement approved on June 23, 1998 for the South County Boat Ramp Park will require execution of several documents in accordance with the South Martin County Regional Utility (SMRU) Uniform Service Policy after construction of the utility system.

AGENDA ITEM: adc99a.033

2. BOARDS AND COMMITTEES STATUS REPORT

This status report dated August 10, 1999 is prepared and presented to keep the Commission apprised of all current vacancies, expired terms, etc. on the various Boards and Committees.

AGENDA ITEM: ade99a.042

C. ADMINISTRATIVE SERVICES

Taryn G. Kryzda, Director

1. BUDGET TRANSFER FOR LITIGATION EXPENSES

TO BE SUBMITTED.

D. AIRPORT

Michael C. Moon, A.A.E., Director

1. AVIATION CENTER, INC., DBA GALAXY AVIATION SUBLEASE FOR OFFICE SPACE

Aviation Center, Inc., dba Galaxy Aviation, is requesting approval of an office sublease for space in their main terminal building.

AGENDA ITEM: mca99a.035

E. COMMUNITY SERVICES

Doris J. Giesing, Director

1. BUREAU OF JUSTICE ASSISTANCE LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM

The Sheriff's Office is requesting approval to submit a grant application to the U.S. Department of Justice.

AGENDA ITEM: gnt99a.129

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

4. CONSENT

F. ENVIRONMENTAL SERVICES

Richard L. Rollo, P.E., Director

1. BUDGET RESOLUTIONS - UTILITIES DIVISION OF ENVIRONMENTAL SERVICES

Board action is requested to adopt two Budget Resolutions for the Utilities Division of Environmental Services. The first recognizes additional revenues in the amount of \$1,550,000 and the second recognizes a service fee adjustment to the MOU in the amount of \$260,000.

AGENDA ITEM: evt99a.032

2. APPROVE A RESOLUTION AUTHORIZING AN INTERNAL LOAN FROM THE UTILITY ENTERPRISE FUND TO THE WATER AND SEWER ASSESSMENT FUND

Staff is requesting permission to authorize an internal loan from the Utility Enterprise Fund to the Water and Sewer Assessment Fund in an amount not to exceed \$240,355 for the purpose of financing the cost of water distribution and sewer collection facilities within the River Landing Municipal Service Benefit Unit.

AGENDA ITEM: evt99a.036

3. ADOPT AN ANNUAL ASSESSMENT RESOLUTION REQUIRED BY ORDINANCES NO. 476, 96-493 AND 96-488 TO APPROVE NON-AD VALOREM ASSESSMENT ROLLS FOR FISCAL YEAR 2000

The Board is requested to adopt Annual Assessment Resolution approving Assessment Rolls.

AGENDA ITEM: evt99a.033

G. GROWTH MANAGEMENT

Nicki van Vonno, Acting Director

1. SHIP PROGRAM: AWARDS FOR DOWN PAYMENT/CLOSING COST ASSISTANCE

Martin County is administering Down Payment/Closing Cost Assistance as part of the State Housing Initiative Partnership (SHIP) Program.

AGENDA ITEM: gnt99a.121

2. RESOLUTION SUPPORTING THE LAKE OKEECHOBEE SEGMENT OF THE FLORIDA NATIONAL SCENIC TRAIL

The Board of County Commissioners is requested to support the construction of the Lake Okeechobee Segment of the Florida National Scenic Trail.

AGENDA ITEM: gmd99a.436

3. REQUEST TO INITIATE A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE DESIGNATION ON SEVEN (7) COUNTY-OWNED PROPERTIES AND ONE (1) STATE-OWNED PROPERTY

The Board is requested to initiate a Comprehensive Plan Amendment to change the future land use designation on seven (7) County-owned properties and one (1) State-owned property to the appropriate Institutional designation.

AGENDA ITEM: gmd99a.453

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

4. CONSENT

G. GROWTH MANAGEMENT

Nicki van Vonno, Acting Director

4. TECHNICAL REVISIONS TO THE COUNTY'S LOCAL HOUSING ASSISTANCE PLAN (LHAP) APPROVED BY THE STATE ON MAY 10, 1999

The Board on April 13, 1999 approved the County's LHAP for fiscal year 1999-02. On May 10, 1999 the Florida Housing Finance Corporation (FHFC) approved the plan on condition the county complete minor technical revisions. These revision were made using the underline and strike-through format.

AGENDA ITEM: gmd99a.449

H. LEGAL

Gary K. Oldehoff, County Attorney

1. CLAIMS OF LIEN FOR INDIGENT HOSPITALIZATION

Section 32-26 of the Martin County Code provides that Martin County should obtain repayment of money spent for indigent hospitalization by placing a lien on the recipient's present and future property.

AGENDA ITEM: leg99a.095

I. LIBRARY

Donna Tunsoy, Director

1. STATE AID TO LIBRARIES FY1999-2000 GRANT APPLICATION AND AGREEMENT

Apply for and sign agreement and Certification of Credentials - Single Library Administrative Head to receive FY 99/00 State Aid funding estimated at \$276,707.

AGENDA ITEM: gnt99a.119

J. PARKS AND RECREATION

Robert F. Denison, Director

1. ADOPT RESOLUTION TO INCREASE REVENUE AND EXPENSE BUDGET OF THE MARTIN COUNTY PARKS AND RECREATION DEPARTMENT

A budget resolution is required to increase revenue and expense budgets due to Grant Programs received during FY 98/99.

AGENDA ITEM: prd99a.010

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

4. CONSENT

K. PUBLIC SERVICES

Don Donaldson, P.E., Director

1. ACCEPTANCE OF THE ROADWAYS IN WESTWOOD COUNTRY ESTATES INTO MARTIN COUNTY ROADWAY MAINTENANCE PROGRAM

The roadways located within Westwood Country Estates were previously maintained by Martin County due to an error in the Road Inventory. The residents of Westwood Country Estates are requesting the roadways be accepted by the Martin County Board of County Commissioners.

AGENDA ITEM: psd99a.079

L. NOTED ITEMS

1. Administrative Center Continuous Service Amendment #98-2 re-design and decorate the meeting room file asp99l.680.
2. Check register for the month of July, 1999.
3. Construction Industry Licensing Board minutes of June 23, 1999.
4. Development Review Committee packet and minutes of June 17, 1999.
5. Development Review Committee packet and minutes of July 15, 1999.
6. Four Mile Beach Renourishment Study - Amendment #11 to contract, file asp99l.710.
7. Hospital Review Board agenda and minutes of June 16, 1999.
8. HVAC Commissioning Consultant agreement, file asp99l.715.
9. Indiantown West/Rowland Canal Improvements construction agreement, asp99l.713.
10. Indigent accounts recommended for payment by the Hospitalization Review Board at the July 21, 1999 meeting.
11. Local Coordinating Board Transportation Disadvantaged minutes of May 24, 1999.
12. Local Planning Agency and Planning and Zoning Commission packet and minutes of July 15, 1999.
13. Manatee Pocket/Salerno Creek Retrofit amendment #1 to Consultant Agreement.
14. Metropolitan Planning Organization Community-Wide Public Involvement meeting agenda of August 2, 1999.
15. New Horizons of the Treasure Coast, Inc. summary of clients serviced from October 1, 1997 through June 20, 1999.
16. Probation Program Report for the month of July, 1999.
17. Recapitulation of the 1998 Assessment Roll.
18. School District of Martin County, Florida - Florida Education Finance Program full-time equivalent students and student transportation report from the State of Florida Auditor General for the fiscal year ended June 30, 1998.
19. South County Ball Park Phase II change order #1 to the construction agreement, file asp99l.709.
20. South County Community Center re-roofing approval of change order in the amount of \$6,000, file asp99apr117.

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

5. BOARD AND COMMITTEE APPOINTMENTS - None at this time.

6. PUBLIC HEARINGS

A. ENVIRONMENTAL CONTROL BOARD

The Martin County Code requires that the Environmental Control Board meet no less frequently than every ninety days to consider the activities of the Environmental Control Hearing Board, or any other matter under Martin County's Environmental Control Act.

AGENDA ITEM: leg99a.096

B. COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT AMENDMENTS

Time extensions and budget revisions are needed for continued construction of two Community Development Block Grant (CDBG) projects. The two CDBG grants are the primary funding sources for the installation of a force main sewer system in the Banner Lake subdivision and drainage improvements for the Rowland Canal in Indiantown. Proposals have been received, contractors selected, and construction is underway with both projects. However, the grant contracts expire on October 27 and the contracts must be amended to provide grant extensions that will allow for completion of construction activities.

AGENDA ITEM: gnt99a.116

C. OLD RELIABLE COMPANIES OF FLORIDA, INC. - REQUESTING A ZONING DISTRICT CHANGE FROM M-2, INDUSTRIAL DISTRICT TO LI, LIMITED INDUSTRIAL WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION

The applicant is requesting a zoning district change from the current M-2, Industrial District to LI, Limited Industrial for Lot 27 in the S.P.S. Commercial South subdivision located east of US 1 in the general vicinity of Port Salerno.

AGENDA ITEM: gmd99a.431

D. FISHERMAN'S COVE UTILITIES ACQUISITION

Board action is requested to adopt the Resolution and authorize the Chair to execute the Water and Sewer System Asset Purchase and Sale Agreement for the acquisition of the water and wastewater system owned by Fisherman's Cove of Stuart, Inc.

AGENDA ITEM: evt99a.030

PRESET 1:30 P.M.

E. CONTINUATION OF SECOND PUBLIC HEARING ARTICLE III, ZONING DISTRICTS - "GLITCH BILL"

This is the continuation of the second public hearing regarding the amendment of Article III to correct certain "glitches" such as typographical errors, code references and misnumberings. In addition, the Board has authorized Staff to propose revisions regarding the issues of lot width and adult entertainment regulations.

AGENDA ITEM: leg99a.103

TABLED FROM JULY 27, 1999

PRESET 1:45 P.M.

**BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999**

6. PUBLIC HEARINGS

F. SHIP PROGRAM: ANNUAL REPORT

As part of the requirements of the State Housing Initiative Partnership (SHIP) Program, an annual report must be submitted to the Florida Housing Finance Corporation. At today's public hearing the Board will review the SHIP program accomplishments and accept public comments regarding the Annual Report. The Board is requested to authorize transmittal of the report to the Florida Housing Finance Corporation.

AGENDA ITEM: gmd99a.451

G. PROPOSED SETTLEMENT OF COMMUNITY SAVINGS, S.A. V. MARTIN COUNTY

A settlement agreement is proposed to settle COMMUNITY SAVINGS, S.A. vs. MARTIN COUNTY, Circuit Court Case No. 98-547-CA.

AGENDA ITEM: leg99a.105

TABLED FROM AUGUST 10, 1999

7. REQUESTS AND PRESENTATIONS

A. CAPITAL PROJECTS UPDATE

Capital Projects is providing bi-monthly presentations for assigned projects to the Board of County Commissioners.

AGENDA ITEM: adc99a.029

B. WILLOUGHBY PUD(R)/DRI - REQUEST PLAT FOR PARCEL "Q" ALLOWED BY THE 15TH AMENDMENT WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION

Parcel "Q" is located west of Willoughby Boulevard, west of and excluding the scrub habitat preserve on the Master Plan. The developer achieved final development plan approval on May 11, 1999 and is now requesting Final Plat approval of 100 single family residential lots on the subject 34.33 acre parcel for a net density 2.91 units per acre.

AGENDA ITEM: gmd99a.438

C. TRAILSIDE SUBDIVISION - REQUEST FOR MINOR (41LOT) SITE PLAN, FINAL DEVELOPMENT PLAN AND PLAT APPROVAL WITH CERTIFICATE OF PUBLIC FACILITIES RESERVATION

TO BE SUBMITTED.

D. LOCKS LANDING PUD(R), PHASE II - REQUEST FOR FINAL PLAT APPROVAL (PLAT NO. 3) WITH EXISTING CERTIFICATE OF PUBLIC FACILITIES RESERVATION

The developing Locks Landing PUD(r) residential project is located off Locks Road in the Tropical Farms area southeast of the St. Lucie Canal. The subject phase contains 92 single family lots for which infrastructure improvements have been constructed and impact fees paid with the Certificate of Public Facilities Reservation incorporated in the Resolution of Final Development Plan Approval, No. 97-10.13, granted on October 21, 1997.

AGENDA ITEM: gmd99a.454

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

7. REQUESTS AND PRESENTATIONS

E. LAKE VILLAGE PUD(R), PHASE II - REQUEST FOR FINAL DEVELOPMENT PLAN APPROVAL WITH EXISTING CERTIFICATE OF PUBLIC FACILITIES RESERVATION

This 1.88 acre tract within the Lake Village PUD(r) is located at the southeast corner of the intersection of S.W. Mapp Road and S.W. Matheson Avenue in Palm City. Parcel II is established in the Resolution No. 96-9.38 for Vested Rights Settlement Agreement and the 7th Amendment from March 9, 1999 for 15,000 square feet of limited commercial use. The request for Final Development Plan Approval implements those prior actions.

AGENDA ITEM: gmd99a.455

F. REQUEST TO CONSIDER AN AMENDMENT TO ARTICLE 3

The letters from Morris Crady and Susan Steffens request that the Board consider a draft ordinance to amend Article 3 to allow wildlife sanctuaries.

AGENDA ITEM: gmd99a.475

8. DEPARTMENTAL

A. GROWTH MANAGEMENT

Nicki van Vonno, Acting Director

1. INTERGOVERNMENTAL COORDINATION EFFORT ON SCHOOL SITING

As directed by the Board of County Commissioners during the July 20, 1999 public hearing; Presentation of draft policy language for school siting to meet the October 1, 1999 deadline specified in Chapter 163.3177(6)(a.), Florida Statutes.

AGENDA ITEM: gmd99a.450

PRESET 10:00 A.M.

B. LEGAL

Gary K. Oldehoff, County Attorney

1. VALUE ADJUSTMENT BOARD

The Value Adjustment Board must be created for hearing petitions regarding 1999 ad valorem assessments, exemptions, deferrals, and classifications.

AGENDA ITEM: leg99a.104

C. PUBLIC SERVICES

Don Donaldson, P.E., Director

1. WESTERN PALM CITY CORRIDOR WORKSHOP

The BCC has recently asked Staff to present a history of the Western Palm City Transportation Corridor. This Workshop will attempt to identify and summarize some recent issues brought forward by members of the Commission and the Public.

AGENDA ITEM: psd99a.083

PRESET 4:00 P.M.

BOARD OF COUNTY COMMISSIONERS
REGULAR AGENDA
August 24, 1999

9. COMMISSIONERS

- A. Janet K. Gettig
- B. Elmira R. Gainey
- C. Marshal L. Wilcox
- D. Dennis Armstrong

1. PROPOSAL FOR INTERLOCAL AGREEMENT WITH THE CITY OF STUART

The City of Stuart has suggested entering into an Interlocal Agreement with Martin County which would allow the City to utilize a recently adopted architectural standard in the review of any retail development proposed for properties that have been annexed into the City, but are the subject of the County's lawsuit on annexation procedures or Comprehensive Plan objections.

AGENDA ITEM: cd299a.004

- E. Donna Sutter Melzer

10. PUBLIC

TO BE HEARD AT 5:05 P.M. PLEASE LIMIT COMMENTS TO THREE MINUTES.

11. ADJOURN