

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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IN RE: Application of )  
SANLANDO UTILITIES CORPORATION )  
for approval of reuse project )  
plan in Seminole County, Florida. )  
\_\_\_\_\_ )

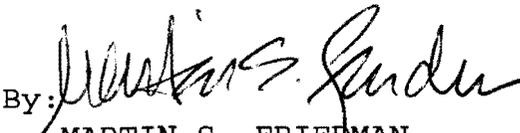
RECORDS AND REPORTING  
Docket No. 971186-SU

NOTICE OF FILING

Applicant, SANLANDO UTILITIES CORPORATION, by and through its undersigned attorneys, hereby notices the filing of Exhibit "A" to the Amended Application for Approval of Reuse Project Plan which is a fully executed copy of the Reuse Water Agreement between Sanlando Utilities Corporation and the City of Altamonte Springs, Florida in the above-referenced docket.

Respectfully submitted on this 20<sup>th</sup> day of March, 2000, by:

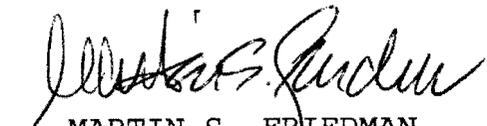
ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

By:   
MARTIN S. FRIEDMAN

CERTIFICATE OF SERVICE

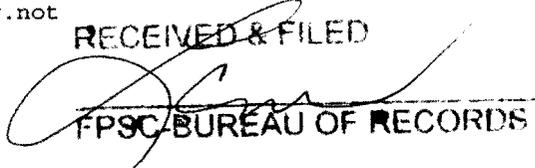
I HEREBY CERTIFY that a true and correct copy of the foregoing Notice was delivered via U.S. Mail to St. Johns River Water Management District, Highway 100 West, P.O. Box 1429, Palatka, Florida 32178-1429, Louie Damiani, 113 West Wyndham Court, Longwood, Florida 32779, Jennifer Brubaker, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399 and to Office of Public Counsel, c/o The Florida Legislature, 111 West Madison St., #812, Tallahassee, Florida 32399-1400 on this 20<sup>th</sup> day of March, 2000.

- AFA \_\_\_\_\_
- APP 2
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
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- OTH \_\_\_\_\_

  
MARTIN S. FRIEDMAN

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03524 MAR 20 8

FPSC-RECORDS/REPORTING

REUSE WATER AGREEMENT

THIS AGREEMENT, made this 17<sup>th</sup> day of March, ~~1999~~<sup>2000 pw</sup>, by and between SANLANDO UTILITIES CORPORATION, hereinafter referred to as "Sanlando", and the CITY OF ALTAMONTE SPRINGS, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, the City owns and operates wastewater treatment and disposal facilities, which include, but are not limited to, treatment, transmission, and reclaimed water (PROJECT APRICOT) facilities located in Seminole County, Florida; and

**WHEREAS**, Sanlando owns and operates wastewater treatment and disposal facilities which include, but are not limited to, the Wekiva Wastewater Treatment Plant, hereinafter referred to as the "Wekiva Plant", in Seminole County; and

**WHEREAS**, the City and Sanlando desire to enter into a joint reuse project, whereby Sanlando would produce a reclaimed water product at its Wekiva Plant, and would transmit a portion of that reclaimed water product to the City for the City's distribution to its reuse customers; and

**WHEREAS**, it is the intent of the City and of Sanlando, by means of said joint reuse project, to better protect and conserve environmental resources and to reduce groundwater withdrawals by the City as well as surface water discharges by Sanlando; and

**WHEREAS**, the parties hereto have previously entered into agreements for wholesale sewage treatment and have established a good working relationship, and it is the desire and intent of the parties to leave said agreements in place, and to enter into this new agreement, as hereinafter described, to implement and facilitate a joint reuse project.

**NOW, THEREFORE,** in consideration of the premises and the covenants of each party for the benefit of the other set forth below, the parties hereto agree as follows:

1. Sanlando requests the City to receive, and the City agrees to receive, up to 1,400,000 gallons (1.4 mgd), annual average daily quantity of reclaimed water product from the Wekiva Plant for distribution to the City's customers. It is agreed and understood between the parties that the exact quantity of reclaimed water product to be delivered by Sanlando to the City will be dependent upon the available supply of Sanlando reclaimed water at the point of connection and the demand for reclaimed water exerted by the City's reuse customers. It is, further, agreed and understood between the parties that Sanlando must first obtain all Florida Department of Environmental Protection and other applicable agency permit approvals, and must construct plant modifications to upgrade the Wekiva Plant to produce a reclaimed water product meeting all state and federal regulations. It is, further, agreed and understood between the parties that Sanlando must first construct transmission facilities so as to connect the Wekiva Plant to the City's Project Apricot reclaimed water distribution system. Sanlando, agrees to take all actions necessary to effectuate the transmission of the reclaimed water product to the City no later than January 1, 2002.

2. The City and Sanlando agree that Sanlando shall, at its sole cost and expense, obtain permitting for and construct the plant modifications necessary to produce a reclaimed water product at its Wekiva Plant of quality meeting all state and federal regulations for the intended unrestricted public access reuse, and so as to not cause contamination or disruption of the City's reclaimed water operations or violation by the City of its permits or applicable state or federal standards.

3. The City and Sanlando agree that Sanlando shall, at its sole cost and expense, design, obtain necessary permits for, and construct a reuse transmission main from the Wekiva Plant to the agreed point of interconnection to the City's reclaimed water distribution system located on Sand Lake Road, east of the Forest City Elementary School and across from Lake Brantley High School. The parties, further, agree that Sanlando shall, at its sole cost and expense, and upon prior written approval from the City, prepare all plans and specifications for all instrumentation housings, meters, fittings and valves needed for interconnection to the City's system, together with electrical service and sanitary sewer service to the instrumentation building.

4. The City and Sanlando agree that the reclaimed water main located east of the meter at the interconnection point will, after construction by Sanlando be owned, operated and maintained by the City. The parties, further, agree that the City shall, at the City's sole cost and expense, own and maintain telemetry equipment and controls at the Wekiva Plant and own and maintain, at the receiving end of the interconnection point, a building with instrumentation related telemetry equipment and controls. The construction cost of the telemetry equipment and instrumentation housing required by the City will be reimbursed by the City to Sanlando based on the Engineer's Estimate of probable construction cost, a copy of which is set forth as Exhibit "A", attached hereto and incorporated herein. In the event that the actual line item costs for the telemetry equipment and instrumentation housing required by the City differ from Exhibit "A", it is understood that the City shall be responsible for reimbursing Sanlando the total costs to install said equipment based on the final approved pay request at contract completion.

5. The City and Sanlando agree that there is no contemplated rate which must be

paid by either the City or Sanlando for this transfer of reclaimed water, and that each party will bear its own costs. The parties acknowledge that the final decision with respect to Sanlando's rates rests with the Florida Public Service Commission, but that the PSC has, to date, indicated that there will be no rate charged. The parties, further, agree that, if a charge is ultimately required by the PSC, and that charge exceeds fifty (50) percent of the then current cost of the City's least expensive supplemental source, as determined by the City, then, in that event, the City may, at its option, reopen negotiations on this Agreement, and either modify the Agreement by mutual consent of the parties, or, in the City's sole discretion, terminate this Agreement upon two (2) years written notice.

6. The City and Sanlando agree that Sanlando shall make holding and disposal provision at its Wekiva Plant for wet weather conditions, and that the City shall not be obligated to accept reclaimed water product from Sanlando if the City determines that by doing so the City's discharge to the Little Wekiva River would be increased. The City and Sanlando, further, agree that the City shall retain the sole discretion as to whether to accept reclaimed water from the Wekiva Plant, based on the integrity of the City's system and the City's plan of operation; provided however, the City agrees to provide Sanlando prompt verbal notice of the City's intention to close off or reopen the interconnection.

7. Sanlando hereby grants to the City the right of access at all times to observe, inspect and maintain the City's telemetry and other equipment at Sanlando's Wekiva Plant, as well as the right of access at reasonable times to observe and inspect the plant, records, meters and transmission facilities of Sanlando related to the subject of this Agreement.

8. Any notice to be given to Sanlando or the City by the other party shall be sent

by either hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

***If to the City:***

City of Altamonte Springs  
City Hall, 225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Director of Public Works

***With a copy to:***

City of Altamonte Springs  
City Hall, 225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: City Attorney

***If to Sanlando:***

Sanlando Utilities Corporation  
200 Weathersfield Avenue  
Altamonte Springs, FL 32714  
Attention: Donald Rasmussen, Vice President

***With a copy to:***

Sanlando Utilities Corporation  
2335 Sanders Road  
Northbrook, IL 60062  
Attention: Andy Dopuch

9. The TERM of this Agreement shall be ten (10) years. This Agreement shall be automatically renewed thereafter for successive ten(10) year renewal terms unless either party gives written notice to the other not less than two(2) years prior to the expiration of the then current term that the party is terminating the Agreement at the end of the term. The option to terminate may not be exercised by the City if the City shall then have

outstanding bonds, notes or other obligations pledging revenues that would otherwise be jeopardized by termination.

10. This Agreement is contingent upon a resolution acceptable to Sanlando of the Sanlando overearnings PSC docket and approval by the Florida Public Service Commission of the Reuse Agreement.

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11. The terms and conditions of this Agreement and all Exhibits thereto constitute the entire agreement between the parties in respect to the subject matter hereof and supersede all previous communications, representations or agreements, whether oral or written, between the parties. No agreement or understanding, amending, varying or waiving any provision of this Agreement, will be binding upon either party unless in writing and signed by duly authorized representatives of both parties specifically referring to this Agreement.

12. In the event that either party is prevented by a force majeure event from performing its obligations hereunder, said party shall promptly provide written notice to the other party specifying the reason therefor, whereupon that party's obligations shall be reduced to the extent its performance is adversely affected by such force majeure event. Both parties shall use their best efforts to resume full performance as promptly as possible and shall suspend or reduce its performance only for such a period of time as is necessary as a result of such force majeure event. If a force majeure lasts more than 30 days, either party shall have the right to terminate this Agreement upon written notice to the other party. Force Majeure means the following act(s), event(s) or occurrence(s), to the extent such act(s), event(s) or occurrence(s) prevent performance of this Agreement, whether foreseen or unforeseen: Acts of God, war (declared or undeclared), riot, revolution, freight

embargoes, fires, sabotage, or a breaking of or accidents to machinery or equipment caused by an Act of God, provided that any such act, event or occurrence resulting from the acts, omissions or negligence of the party to this Agreement alleging Force Majeure shall not constitute Force Majeure.

13. In the event it shall be necessary to enforce any provision of this Agreement by judicial or administrative proceedings, the prevailing party shall be entitled to an award of attorneys fees and costs. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Approved as to form and  
legality on behalf of the City:

CITY OF ALTAMONTE SPRINGS, FLORIDA

\_\_\_\_\_  
City Attorney

  
Mayor

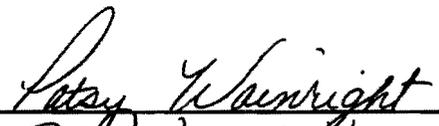
Attest:

  
City Clerk

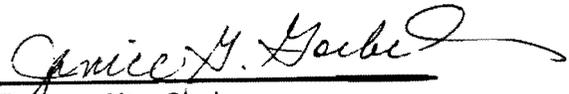
SANLANDO UTILITIES CORPORATION

By:   
DONALD RASMUSSEN

Attest:

  
Patsy Wainwright

I hereby attest and certify that this is a  
true and correct copy of the original  
record.

Signed 

Deputy City Clerk

Date 3-17-00