



Public Service Commission
-M-E-M-O-R-A-N-D-U-M-

DATE: June 5, 2003
TO: Division of Commission Clerk and Administrative Services
FROM: Thomas Walden, Division of Economic Regulation
RE: Docket No. 030128-WU; Application for amendment of Certificate No. 363-W to add territory in Marion County by Sunshine Utilities of Central Florida, Inc.

Attached is a copy of the Agreement for Reimbursement for Water Plant Improvements made between the developer of the property included in this amendment application, Weir Partners, and the utility, Sunshine Utilities of Central Florida, Inc.

Please include this document in the docket file.

TJW

attachment

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**AGREEMENT
FOR
REIMBURSEMENT FOR WATER PLANT IMPROVEMENTS**

THIS AGREEMENT, made this 23 day of January 2003 by and between Weir Partners, a partnership authorized and licensed in the State of Florida, hereinafter called "DEVELOPER," and Sunshine Utilities of Central Florida, Inc., a corporation authorized and licensed by the State of Florida, hereinafter called "UTILITY."

WITNESSETH THAT

WHEREAS, the DEVELOPER owns and intends to develop a parcel of property located within Marion County, Florida identified as Marion County Parcel No. 4507-000-000 as two (2) single family residential subdivisions entitled Lake Weir Heights - Second Addition Replat - Phase II and Lake Weir Heights - Second Addition Replat - Phase III, and

WHEREAS, the planned development property is more particularly described as attached in Exhibit "A" to this Agreement, and

WHEREAS, the DEVELOPER has provided all required surveying, engineering and permitting fees and has obtained all required permits to develop Phase II into 37 residential lots, and Phase III into 151 residential lots, and also owns five (5) existing platted commercial lots fronting on County Road 25, and

WHEREAS, the development plans for both Phase II and Phase III, and also the five (5) existing commercial lots includes the design of a water distribution supply system sized to provide drinking water to each site served, and

WHEREAS, the water distribution supply system is intended to be connected to and served by an existing and permitted water treatment plant owned, maintained and operated by the UTILITY, and

WHEREAS, the supply of drinking water to the public is controlled by the Florida Department of Environmental Protection (FDEP) as to health and quality; the St. Johns River Water Management District as to quantity; and the Florida Public Service Commission as to any rates charged the users supplied by the public drinking water system, and

WHEREAS, the proposed development property described in Exhibit "A" and the five (5) commercial lots fronting on County Road 25 is contained within the franchised territory of the UTILITY who has the exclusive rights to provide drinking water to the territory and can charge for the water supplied in compliance with the requirements stipulated in the Florida Public Service Commission Certificate Number 363-W (Order #PSC-99-2390-FOF-WC, Docket 980543-WC with an effective date of January 26, 2000) attached as Exhibit "B" to this Agreement, and

WHEREAS, the existing and operating water treatment plant contains one (1) 6" diameter well with a 15 H.P. electric submersible pump connected to a 10,000 gallon hydropneumatic pressure tank and disinfection which was constructed under the Florida Department of

Environmental Protection (FDEP) Permit No. WC42-2089 issued May 31, 1985, and is currently operating under the FDEP PWS Identification No. 3424662 with a permitted capacity of 136,000 gallons per day and

WHEREAS, the water supply well is monitored for the quantity of water withdrawn from the Floridian Aquifer under Consumptive Use Permit I.D. Number 2993 issued by the St. Johns River Water Management District which allows for an annual withdrawal of 350 gallons per minute and a maximum withdrawal of 504,000 gallons per day, and

WHEREAS, the requirements of the Florida Department of Environmental Protection for public water supply system requires a back up well capable of supplying the entire system demand and a separate auxiliary power supply source, with automatic start up capabilities, for any public water treatment plant serving over 100 residential connections, and

WHEREAS, it is the desire of both parties to upgrade and expand the present water treatment plant to comply with all current Florida Department of Environmental Protection and St. Johns River Water Management District requirements to allow the water treatment plant to serve the entire development area and the five (5) commercial lots.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration acknowledged by both parties, the parties do hereby promise, agree and covenant as follows:

A. The DEVELOPER shall:

1. Retain and pay for all professional services required to obtain all required permits from the St. Johns River Water Management District and the Florida Department of Environmental Protection to design the expansion of the water treatment plant and distribution system to serve the development of Lake Weir Heights – Section Addition Replat, both Phase II and Phase III, and the five (5) existing commercial lots.
2. Pay all permit fees required to obtain approval.
3. Provide for and pay all cost for the complete construction of the expansion of the water treatment plant and distribution system in compliance with the permits obtained from the approving agencies.
4. Retain and pay for all testing required.
5. Pay for all electrical inspection fees and any other costs required to provide a complete and working expansion to the present water treatment plant in compliance with the permits from the approving agencies.
6. Provide for the complete as-builts and final certifications to allow the expanded facilities to be connected to and supplement the existing water treatment plant facilities.

B. The UTILITY shall:

1. Support and aid the DEVELOPER by allowing complete access to the existing water treatment plant site and the signing of all required applications and supporting information necessary to obtain all required permits.
2. After completion of construction and clearance for use by all governing agencies, shall own, maintain and operate the water treatment plant in compliance with all State of Florida and Water Management District requirements.

C. It is further understood by both parties that:


1. Reimbursement for all costs required for the expansion and improvement of the water treatment plant shall be paid to the DEVELOPER from the System Capacity Charge, payable by lot purchasers, as provided in the "Service Availability Schedule of Fees and Charges" of the Public Service Commission Certificate Number 363-W and related tariff attached as Exhibit "B".
2. Upon completion of construction, the UTILITY shall provide the DEVELOPER a letter stating all system capacity charges for all lots within Lake Weir Heights – Second Addition Replat (recorded in Plat Book Y at Pages 13 & 14), Phase II, Phase III, and the existing five (5) commercial lots have been paid in full by the DEVELOPER.
3. The DEVELOPER shall have the right to file a lien on each lot served within Lake Weir Heights and the five (5) commercial lots in an amount not to exceed the system capacity charge as stated in the "Service Availability Schedule of Fees and Charges" of the Public Service Commission Certificate Number 363-W (attached as Exhibit "B") to obtain reimbursement for all costs required to provide the expansion and improvement of the water treatment plant to meet current FDEP requirements, except for the lots currently occupied and who have previously paid the system capacity charge for water service to their lot.
4. It shall be the DEVELOPER'S responsibility to collect the system capacity charge from each lot referenced in Section C-3, above and UTILITY hereby assigns to DEVELOPER all of UTILITIES right and interest in such system capacity charges.
5. The maximum amount to be paid to the DEVELOPER for reimbursement for all costs would be the total amount paid through system capacity charges as provided in the Public Service Commission Certificate Number 363-W and related tariff for each residential lot and commercial lot served from the expanded water treatment plant referenced in Section C-3 above.
6. Each lot owner will also be required to pay the UTILITY their current meter installation fee for the installation of the water meter on each lot as provided in the Meter Installation Fee of the "Service Availability Schedule of Fees and Charges" of the Public Service Commission Certificate Number 363-W and related tariff and also be responsible for the preparation of all applications to obtain the water service for their lot. The UTILITY shall be responsible for collecting the meter installation fee, the installation of the water

meter, the assistance in the preparation of and obtaining the application for water service, and collecting the necessary deposit and service charge from each customer served.

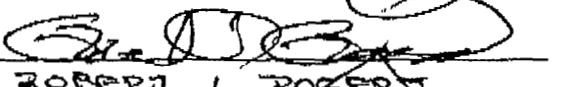
- 7. The parties expressly agree that this writing can only be changed by separate written agreement, and is the entire Agreement of the parties. No promises have been made by any party hereto which are not stated herein.
- 8. The laws of the State of Florida shall govern the interpretation of this Agreement. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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


Witness:



 ROBERT L. ROGERS
 Printed Name

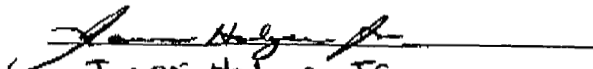


 ROBERT L. ROGERS
 Printed Name



 ROBERT L. ROGERS
 Printed Name

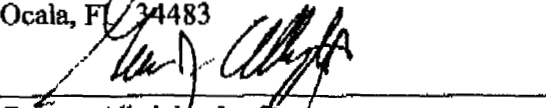
Attest:



 James Hodges, Jr.
 Secretary, Printed Name

DEVELOPER:

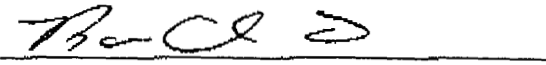
Weir Partners
P.O. Box 830220
Ocala, FL 34483



 George Albright, Jr., Partner




 George Albright, III, Partner



 Clay Albright, Partner

UTILITY:

Sunshine Utilities of Central Florida, Inc.
10230 East Highway 25
Belleview, FL 34420-5531



 James H. Hodges, President