friedman & friedman PA
ATTORNEYS AT LAW

September 14, 2015

VIA E-FILING

Carlotta S. Stauffer, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RE: Docket No. 150102-SU; Application for an increase in wastewater rates in Charlotte County by Utilities, Inc. of Sandalhaven
Our File No. 30057.221

Dear Ms. Stauffer:

The following are the responses of Utilities, Inc. of Sandalhaven, ("Utility") to the Staff's Second Data Request dated August 25, 2015:

1. Please refer to Sandalhaven's response to staff's first data request No. 10.a. Provide all invoices for the tree trimming expense of $13,500.
   Response: See Exhibit 2-1.

2. Please refer to Sandalhaven's response to staff's first data request No. 9.b.
   a. Quantify the net increase in pumped volume which will impact Lift Station 13 due to the projected annual customer growth.
      Response: The increase in volume attributable to annual customer growth is based on an average annual growth of 87 customers as identified on MFR Schedule F-10 and an average annual volume of 24,648 gallons/year/SFR. Customer growth is expected to occur primarily in the southern and central regions of the service area where the vast majority of remaining undeveloped but developable parcels are located. Sewer flow generated from the central and southern regions must flow to Lift Station 13. Therefore, the additional annual flow that will impact Lift Station 13 is 214,700 gallons.
   b. Quantify the projected annual customer growth.
      Response: The projected annual customer growth rate is 87 as identified on MFR Schedule F-10. This reflects a 5% per annum growth rate.

3. Please refer to minimum filing requirement (MFR) Schedule A-4, line 26. Please explain how the utility had a negative addition of $341,741.
   Response: Additions are net of Commission Ordered Adjustments (COA)

4. Please refer to MFR Schedule A-3, page 1 of 2, lines 16 through 22 and MFR Schedule A-3, page 2 of 2, lines 1 through 7. The following table summarizes Sandalhaven's adjustments related to the retirement of the wastewater treatment plant.

Summary of Adjustments to Retire Plant per MFR Schedule A-3

		Plant in Service	Accum. Dep.
354.4	Structures & Improvements	$(623,976)	$350,998
355.4	Power Generation Equipment Treatment Plant	(170)	79
375.6	Reuse Transmission & Distribution System	(3,164)	403
380.4	Treatment & Disposal Equipment	(404,329)	433,289
381.4	Plant Sewers	(28,342)	2,105
380.5	Treatment & Disposal Equipment Reuse Treatment Plant	(1,110)	379
	Total	$(1,061,091)	$787,253

In Docket No. 060285-SU, MFR Schedule A-6, Page 1 of 2, line 25 (schedule attached), included a total year-end balance of $141,723 for the accounts listed in the table above. The entire amount of $141,723 was listed under Account No. 380.4 Treatment & Disposal Equipment. In the instant docket, the utility is now recording a total plant balance of $1,061,091 that is scheduled to be retired.

a. Provide a reconciliation that shows how the plant balance increased from $141,723 as of December 31, 2005 to $1,061,091 as of December 31, 2014.
Response: See the Plant Reconciliation Spreadsheet attached as Exhibit 2-4a.

b. For each account listed in the table above, please list the amount of the plant additions and indicate in which year the additions occurred and the reason for the additions.
Response: See the Plant Reconciliation Spreadsheet attached as Exhibit 2-4b.

c. For each account listed in the table above, please list the amount of the plant retirements and indicate in which year the retirements occurred and the reason for the retirements.
Response: See the Plant Reconciliation Spreadsheet attached as Exhibit 2-4c.

d. Explain why there is more accumulated depreciation retired than the plant balance for Account No. 380.4.
Response: Accumulated Depreciation was adjusted to the correct depreciation rate. The asset was being depreciated over 40 years when it should have been 18 years.

5. Please refer to MFR Schedule A-3, page 1, lines 28 and 29, pro forma plant additions for engineering services.

a. List the collection system retirements associated with the project.
Response: No collection system retirements are associated with the project.

b. List the adjustments to rate base for the retirements.
Response: N/A

c. List the adjustments to depreciation expense for the retirements.
Response: N/A

6. Please refer to MFR Schedule A-12, line 33, column (3). The CIAC test year-end balance is $3,276,640. The following table summarizes the CIAC year-end account balances on MFR Schedule A-12 for the test year ended December 31, 2014.

Year-End CIAC Balances for the test year ended December 31, 2014

Account No.	Description	Balance
3550	Line/Main Extension Fees – Force Main	$76,270
3555	Contributed Lines – Gravity Mains	336,394
	Contributed – Other	
3500	Struct – Pumping Plant	340,846
3505	Struct – Treatment Plant	628,734
3560	Special Collection Structure Manholes	97,788
3565	Services to Customers	62,033
3600	Lagoons	185
3605	Treatment Equipment	62,927
	Other	
3705	Sewer Taps	1,593,575
3715	Sewer Res Cap Fee	77,890
	Total	$3,276,640

In Docket No. 060285-SU, MFR Schedule A-12 (schedule attached) indicates a CIAC balance of $2,293,750 for the historic test year ended December 31, 2005. The entire balance was for Line/Main Extension Fees. In the instant docket, the CIAC accounts listed on MFR Schedule A-12 do not show a single account balance indicative of the $2,293,750 balance for Line/Main Extension Fees. Instead, the utility is now recording a total CIAC balance of $3,276,640 separated into the accounts listed in the table above.

a. Provide a reconciliation that shows how the CIAC account balances listed in the table above increased/decreased from $2,293,750 as of December 31, 2005 to $3,276,640 as of December 31, 2014.
Response: See CIAC 2006-2014 Spreadsheet attached as Exhibit 2-6.

b. For each account listed in the table above, list the amount of the CIAC additions or adjustments made since December 31, 2005. Also, indicate the year in which they were made and the reason they were made.
Response: See CIAC 2006-2014 Spreadsheet attached as Exhibit 2-6.

c. Provide supporting documentation for the additions or adjustments made to arrive at the balances listed in the table above.
Response: See CIAC 2006-2014 Spreadsheet attached as Exhibit 2-6.

d. Please indicate which, if any, of the additions or adjustments include cash contributions.
Response: See CIAC 2006-2014 Spreadsheet attached as Exhibit 2-6.

7. Please refer to MFR Schedule A-3, lines 23 through 29.

a. Has Sandalhaven made adjusting entries in its MFRs to reflect accumulated deferred income taxes (ADITs) associated with the pro forma plant additions?
Response: Yes

b. If the answer to 7.a. is negative, please explain why and provide the calculations and supporting documentation for the ADITs.
Response: N/A

c. If the answer to 7.a. is affirmative, please indicate where in the MFRs the utility made the adjusting entries to include the ADITs in the capital structure.
Response: Schedule D-2.

8. Please refer to MFR Volume III, Sandalhaven Field Employees. The utility is listing the equivalent of two full-time operators for the system, including vehicles allocated to each field employee.

a. Explain why Sandalhaven will need the equivalent of two full-time wastewater treatment plant (WWTP) operators after the WWTP is retired.
Response: The field employees listed in MFR Volume III, Sandalhaven Field Employees, includes Patrick L. Godwin, Lead Operator (full time employee assigned solely to Sandalhaven, 1.0 FTE), Donald Hamilton (part-time operator who is the weekend operator at Sandalhaven and who's time is shared with Lake Placid, 0.5 FTE), and Glenn Bruce (full time operator shared between Sandalhaven, Lake Placid, and Eagle Ridge sewer systems and Lake Placid water system, 0.3 FTE). Therefore, the total Full Time Equivalents associated with Sandalhaven during the Test Year equals 1.8 FTE's. In addition to their responsibilities to operate, maintain, repair and manage the Sandalhaven WWTP, these same individuals also operate, maintain and repair the collection system facilities, provide after-hours emergency response to alarms, complete customer service inquiries, monitor capital projects and developer activities, and any other tasks that are necessary to maintain compliance with regulatory requirements as well as provide quality service to our customers. After the WWTP is retired, Sandalhaven will require the employment of one full time qualified individual and one part-time qualified individual. The full time individual will continue to operate, maintain and repair the Sandalhaven collection system, monitor development activities, provide after-hours response to alarms and emergencies, respond to customer inquiries, and complete other assigned tasks. The part-time operator's labor will be shared between Sandalhaven, Lake Placid Utilities, Inc. and Utilities, Inc. of Eagle Ridge facilities, which equates to 0.2 FTE's on a going forward basis. Glenn Bruce will no longer need to support Sandalhaven operations beginning in January 2016.

b. Provide supporting documentation for maintaining those positions after the WWTP is retired.
Response: One full time individual assigned to Sandalhaven will continue to be responsible for the daily, weekly, monthly and annual operation, maintenance and repair activities associated with the Sandalhaven collection system's assets and facilities in order to continue providing sewer service to its customers. He will need to possess skills, knowledge and training sufficient to perform mechanical, electrical, and structural maintenance activities. He will monitor and document development activity throughout the Sandalhaven service area, manage capital projects, respond to after-hours alarms and emergencies, and complete customer service activities. Prospectively, Patrick Godwin will fill this role. Don Hamilton will continue to provide supplemental support at Sandalhaven at an average of 8 hours per week. This includes sharing responsibility for after-hours response to alarms and emergencies on a cyclical basis, filling in when Patrick Godwin is on leave or in training throughout any given year, and assisting Mr. Godwin when maintenance activities require two or more individuals to work together to complete the tasks. Therefore, Mr. Hamilton's position reflects 0.2 FTE's. Glenn Bruce will no longer support operations in Sandalhaven after the retirement of the Sandalhaven plant. Thereafter, Sandalhaven's FTE count will be reduced from the current 1.8 FTE's to 1.2 FTE's on a going forward basis.

9. After the WWTP is decommissioned and retired, what portion of the land, if any, will no longer be used to provide service to Sandalhaven's customers? Will the utility retain ownership of the land or sell it?
Response: A field office on the WWTP site will continue to be used by operations staff after the WWTP is retired. The WWTP site also contains sewer force mains that transport flow from Lift Station 1 to Lift Station 4. Therefore, the utility expects to retain ownership of the property in order to operate the collection system on a continuous basis in conformance with DEP rules and regulations and to maintain proper and adequate sewer service to its customers. The portion of the site containing the percolation ponds will no longer be in service.

[The staff data request had no paragraphs numbered 10 or 11]

12. Please explain in detail the development of the utility's requested reserved capacity charge shown on MFR Schedule E-1. Please provide workpapers showing the calculation of the requested reserved capacity charge.
Response: The Utility is requesting a 139% increase rate in this Docket. The requested reserve capacity charge is calculated at the current rate of $28.42 times 239% for a requested rate of $67.92.

13. MFR Schedule E-3 indicates there are 73 customers paying a reserved capacity charge. For those customers, please provide responses to the following questions.

    a. Please provide the start date of the reserve capacity charge.
    Response: The reserve capacity charge, also known as the guaranteed revenue charge, was established prior to the utility's acquisition of the system in 1999.

    b. Please indicate the date of the anticipated actual connection.
    Response: The accounts that are billed the guaranteed revenue charge are all empty single family lots located in Eagles Preserve subdivision. The date of actual connection is dependent on the timing of construction of a house on each empty lot. Therefore, it is not known at this time when a service connection will be made.

    c. Please indicate whether service availability and/or allowance for funds prudently invested (AFPI) charges were paid.
    Response: In each case, none of the 73 lot owners has paid any AFPI charges.

14. The utility's existing AFPI charges were established by Charlotte County. Table 24 of the Charlotte County recommended rate report indicates the utility could serve, at build out, 2,298 equivalent residential connections (ERCs) and there were 1,175 ERCs remaining for the purposes of developing the AFPI charges. Please provide a schedule showing the number of ERCs connected, to date, by year since the implementation of the AFPI charges established by Charlotte County.
Response: See Chart Below:

Year	ERCs
End of 2010	1,006.5
End of 2011	1,092
End of 2012	1,080.5
End of 2013	1,090
End of 2014	1,105
End of August 2015	1,111

15. The utility's service availability policy indicates that AFPI charges as well as other service availability charges are collected at the time application is made for service. Please explain at what instance the utility begins to collect the reserved capacity charge.
Response: The utility began collecting guaranteed revenue/reserved capacity charges from empty lot owners in 1999 after the acquisition of the utility. These charges were only collected from those empty lot owners where the developer of the lot did not prepay the sewer capacity fees before the development occurred. The AFPI charge does not apply to these lot owners who have been paying the guaranteed revenues.

16. For the 1" meter size, please explain why the utility makes a separate distinction for the restaurant.
Response: The reference to "Restaurant 1" that is shown on the proposed interim rate sheet for General Service customers was made in error. No distinction should have been made. The BFC for that line item is the same as all other 1" General Service customers.

17. Please provide a list of all general service customers by meter size.
Response: See list of general service customers attached as Exhibit 2-17.

18. MFR Schedule E-5 indicates the utility has no miscellaneous revenues. Please explain the $1,848 reflected as other miscellaneous revenues on MFR Schedule E-2, line 46. If the other miscellaneous revenues are from the collection of the utility's miscellaneous service charges, please update MFR Schedule E-5.
Response: See updated MFR Schedule E-5 attached as Exhibit 2-18.

19. When comparing Schedule E-2 of the MFRs to Table 22 of the Charlotte County recommended rate report, the general service bills and consumption has dropped by 2 percent and 52 percent, respectively. Please explain.
Response: The number of bills generated in the test year reflects the number of active general service accounts during that time period. Evidently, some general service accounts that were active during the previous test year were inactive during the 2014 test year. A decrease of 52 percent in consumption indicates that the general service class of customers as a whole used 52 percent less water during the 2014 test year compared to the previous test year.

20. Please provide the cost, with invoices, of the labor to install the force main.

21. Please provide the cost, with invoices, of the materials to install the force main.

22. Please provide the cost, with invoices, of the labor to install the master lift station.

23. Please provide the cost, with invoices, of the materials to install the master lift station.
Response to 20-23: The Utility does not separately solicit materials and labor costs when requesting bids for capital projects nor do vendors identify labor and material costs when submitting invoices. See attached Exhibits 2.20 including the following:
    a. CH2M Hill route selection contract 2-16-06
    b. Croy Development Services 9-29-06
    c. Equibore – Buck Creek FM Crossing Notice of Award 2-6-07
    d. Tri-Sure Notice of Award 7-20-06
    e. Tri-Sure Agreement 7-31-06
    f. Tri-Sure Draw #7 – final 4-30-07

g. CPH Engineering Services
h. CPH Additional Services 8-3-06
i. FM & LS project costs

24. Please see Schedule F-2, referring to the Gallons of Wastewater Treated at the Sandalhaven WWTP. The number of gallons for March 2014 does not match the number of gallons treated as reported to Department of Environmental Protection on the corresponding Discharge Monitoring Report. Please provide the correct number of gallons of wastewater treated at the Sandalhaven WWTP for March 2014.
Response: The flow data identified on Schedule F-2 of the MFR is correct. However, Schedule B of the March 2014 Discharge Monitoring Report that was provided in the MFR's was erroneously identified and included in the MFR. The actual DMR submitted to DEP is attached as "Exhibit 2.24, March 2014 DMR".

25. Including the parcels of land that are available for development, and taking into account the zoning restrictions on these parcels, how many ERCs will Sandalhaven be able to serve in its certificated territory at buildout? Please break down the estimate for the potential additional ERCs by customer class (e.g., 340 single family residence, 89 commercial, etc.).
Response:

Customer Class	Meter Size	Number of Customers
Residential	5/8"	785
Residential	1"	2
General Service	5/8"	21
General Service	1"	2
General Service	1.5"	4
General Service	2"	7
General Service	3"	6
Multi Residential	1.5"	1
Multi Residential	2"	1
Multi Residential	3"	1
Multi Residential	6"	2
Restaurant	5/8"	1
Restaurant	1.5"	1

26. How many physical connections does the Utility have as of August 1, 2015 to its mains by customer class/meter size?
Response: See attached Exhibit 2.26, Connection Count by Meter Sizes & Class as of 8-1-15. In 2015, one general service customer requested that Charlotte County Utilities downsize its meter from 1.5" to 5/8" as shown on Exhibit 2.26. Additionally, be aware that a 48-unit hotel is currently under construction and will be connected to the utility's facilities in 2015.

27. Does Sandalhaven anticipate extending mains to provide wastewater service to existing buildings within the next five years? Please explain.

Response: No, in the event that an existing building owner requests Sandalhaven to provide sewer service, the building owner would construct the infrastructure necessary to connect to the utility's system. In those locations where sewer mains and stub outs are currently in place to serve a future building, the building owner will make connection to Sandalhaven's facilities when the building is constructed.

28. On Schedule F-10 of the MFRs, the utility states that if the current pattern is utilized to project growth, it will understate the growth for which the utility should prepare. Please explain how much growth the utility anticipates in the next five years, and the basis for its expectation.
Response: On Schedule F-10, the utility identifies an 18.78% increase in total ERC's and total gallons sold in 2011 followed by a small increase in 2012 and decreases of (13.4%) and (11.19%) in 2013 and 2014 respectively. These drastic percentage changes reflect the impact of the recession on the total gallons sold each year, primarily due to the makeup of the utility's customer base, which includes a large number of multi-family units that are seasonally occupied at best. On a going forward basis, the utility anticipates that the existing single family homes and multi-family units that are second homes, vacation homes, and rental properties and that experienced a very low occupancy rate in recent years will experience a higher occupancy rate in the future. This will result in an increase in consumption without an increase in connections. In addition, developer activity has increased in the last 12 months indicating that the utility will experience significant growth in connections year over year. For example, the Placida Commons subdivision, a 95-lot single family subdivision, contains two completed model homes, a clubhouse and two homes under construction with more homes to follow. A 48-unit hotel, Ships Lantern, is also under construction. Future phases of The Hammocks (10 multi-story condo buildings) and Cape Haze Resorts (5 multi-story condo buildings) will be constructed when the housing market allows. The utility's service area also contains many undeveloped parcels that will generate growth in future years as the housing market continues to improve.

29. Please provide a copy of the original contract with Englewood Water District for wastewater treatment capacity as well as a copy of the contract currently in force, with any documents included in the contract by reference.
Response: See attached Exhibits 2.29, "Original Bulk Sewer Agreement with EWD 2005"; "Amendment to Bulk Sewer Agreement with EWD 2006"; and "Postponement of 3rd Payment to EWD 2008".

30. Schedule B-6 indicates a test year expense for Contractual Services – Engineering of $1,132. Schedule B-9 indicates that this expense is for Effluent Disposal Evaluation by Excel Engineering Consultants.

    a. Is this cost part of the decommissioning of the WWTP?
    Response: a. No, it reflects the engineering services required to evaluate the existing on site percolation ponds at the Sandalhaven Plant.

    b. If not, please explain the nature of this cost.
    Response: b. See response above.

    c. Is it a recurring cost?
    Response: c. No, it is a one-time expense. However, engineering services are needed from time to time in any given year. Therefore, it would be appropriate to compute an average annual expense for Contractual Services – Engineering over a number of years.

31. Schedule B-9 indicates an expense of $3,626 for Contractual Services – Testing paid to Sanders Laboratories, Inc. Please explain the nature and reason for the testing, as well as whether it will be an expense on a going forward basis after the WWTP is retired.
Response: As noted on MFR Schedule B-9, Sanders Laboratories, Inc. provides the lab analyses that are required in order to meet the monitoring requirements specified in the Sandalhaven's operating permit. This will not be an ongoing expense once the WWTP is retired.

Should you or Staff have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,

MARTIN S. FRIEDMAN
For the Firm

MSF/
Enclosures

cc: John Hoy (via email, w/o attachments)
Patrick Flynn (via email, w/o attachments)
Suzanne Brownless, Esquire (via email, w/o attachments)
Erik Sayler, Esquire (via US Mail, with attachments)

EXHIBIT 2-1

Bushwacker Tree Service, Inc.
141 W. Langsner St.
Englewood, FL 34223
(941) 474-0924
Fax (941) 473-1968

Invoice

Date 8/1/2014
Invoice # A2678

Bill To
Utilities, Inc. of Sandalhaven
Attn: Accounts Payable
2335 Sanders Rd.
Northbrook, IL 60062

Batch _____
Doc 620277

Terms
DUE ON DAY OF COMPLETION

Item	Description	Qty	Price	Amount
Tree Trimming	Top Row of Australian Pines & Trees to approx. 15 feet in height. Trim Trees & Brush back to the fence line. Remove Palm Trees growing into the fence line. Clear a 3-foot path along the outer perimeter of the fence on the south & west side. Sandalhaven Waste Water Treatment Plant Purchaser: Lennie Godwin Business Unit Reference #: 256100 PO#159787		13,500.00	13,500.00

RECEIVED
AUG 0 7 2014

THANK YOU!

Bushwacker Tree Service, Inc.

Total	$13,500.00
Payments/Credits	$0.00
Balance Due	$13,500.00

EXHIBIT 2-4 a, b & c

Object Code	Description	Ending Bal 2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Ending 2014 TB
1290	STRUCT/IMPRV COLL PLT	-	-	3,286,913	1,052	5,000	-	-	(3,292,805)	919	-	**1,078**
1295	STRUCT/IMPRV PUMP PLT LS	**471,862**	2,382,652	6,436	47,444	8,583	(5,461)	3,891	(2,255,453)	1,081	4,490	**665,526**
1300	STRUCT/IMPRV TREAT PLT	-	-	-	-	-	8,830	11,817	599,729	3,600	-	**623,976**
1310	STRUCT/IMPRV RECLAIM WTR DIST	-	-	156	-	-	-	-	-	-	-	**156**
1315	STRUCT/IMPRV GEN PLT	**588,312**	-	-	577	531	1,332	4,255	(591,081)	-	-	**3,926**
1330	POWER GEN EQUIP TREAT PLT	-	-	-	170	-	-	-	-	-	-	**170**
1345	SEWER FORCE MAIN	**203,591**	3,969	(2,395)	16,292	1,925	2,301	182	2,400,729	(11,028)	2,680	**2,618,244**
1350	SEWER GRAVITY MAIN	**619,764**	17,655	5,952	40,526	(26,894)	(150,559)	-	(5,979)	7,788	443	**508,697**
1395	TREAT/DISP EQUIP LAGOON	**9,229**	-	-	-	-	-	-	-	-	-	**9,229**
1400	TREAT/DISP EQUIP TRT PLT	**138,092**	411,868	16,936	4,532	6,565	23,326	7,033	2,039,475	2,332	6,117	**2,656,278**
1540	REUSE TRANMISSION & DIST SYS	**118**	89	-	2,020	721	-	-	-	-	435	**3,382**
		2,030,969	**4,847,201**	**8,161,198**	**8,273,809**	**8,270,241**	**8,150,010**	**8,177,188**	**7,071,803**	**7,076,496**	**7,090,661**	**7,090,661**

EXHIBIT 2-6

CIAC 2006 - 2014

Co	Business Unit	Obj Acct	Amount	G/L Date	Region	Explanation Alpha Name	Explanation -Remark-	Asset ID	Document Number	Batch Number	Do Ty
256	256	3715	(68,074.72)	10/19/2008	Florida	Invoice - CIAC-SWR RES CAP FEE	WWRSCPVA - Placida Plaza	2007001	257558	38588	J1
256	256	3705	(1,250.00)	4/29/2009	Florida	Invoice - CIAC-SEWER-TAP	WWTAPVA - WAGNON,WILLIAM T	2006713	259745	52975	J1
256	256	3715	(8,565.26)	4/30/2009	Florida	Invoice - CIAC-SWR RES CAP FEE	WWRSCPVA - Egret Real Estate Group	2007001	259783	53195	J1
256	256	3705	(1,250.00)	2/28/2006	Florida	AP INV DISTRIBUTION	103*CB.TO.GL*02*07 - Tap Fee		3957	7760	JE
256	256	3705	(368,750.00)	4/28/2006	Florida	CONVERSION FIX	103*CB.TO.GL*04*07 - Cape Haze Resort		3964	7767	JE
256	256	3705	(522,500.00)	10/28/2006	Florida	CONVERSION FIX	103*CB.TO.GL*10*08 - Placida HG, LLP		6739	8027	JE
256	256	3705	(1,250.00)	12/28/2006	Florida	001*AP.INVD*12*51	103*CB.TO.GL*12*08 - Tap Fee		8419	8053	JE
256	256	3705	(1,250.00)	1/28/2006	Florida	AP INV DISTRIBUTION	103*CB.TO.GL*01*09 - Tap Fee		10465	8054	JE
256	256	3705	(7,500.00)	1/28/2007	Florida	001*AP.INVD*01*47	103*RECLASSIFY.A*01*02 - 6 Connections @$1,250 per ERC		11328	8061	JE
256	256	3705	(1,250.00)	6/28/2007	Florida	001*AP.INVD*06*63	103*CB.TO.GL*06*09 - Tap Fee		17955	8075	JE
256	256	3715	(1,250.00)	11/28/2007	Florida	001*REVERSE.JE*11*44	103*CB.TO.GL*11*10 - Tap Fee		19722	10002	JE

EXHIBIT 2-17

Rate	Desc	Acct	Rev Class	Bill Cycle	Dwel Unit	SP	Mtr Size
256WWGEN	256 Sandalhaven Wastewater General Service	2302510000	COML	M05	1	2302510930	1"
256WWGEN	256 Sandalhaven Wastewater General Service	7426610000	COML	M05	1	7426610136	1"
256WWGEN	256 Sandalhaven Wastewater General Service	1727802803	COML	M05	1	0639063522	1.5"
256WWGEN	256 Sandalhaven Wastewater General Service	4496610000	COML	M05	1	4496610874	1.5"
256WWGEN	256 Sandalhaven Wastewater General Service	7084200000	COML	M05	1	7084200647	1.5"
256WWGEN	256 Sandalhaven Wastewater General Service	7880084337	COML	FL07	1	5786610701	1.5"
256WWGEN	256 Sandalhaven Wastewater General Service	0202510000	COML	M05	1	0202510918	2"
256WWGEN	256 Sandalhaven Wastewater General Service	3670817986	COML	M05	1	1929023456	2"
256WWGEN	256 Sandalhaven Wastewater General Service	4147115201	COML	M05	1	8031147121	2"
256WWGEN	256 Sandalhaven Wastewater General Service	6026200000	COML	M05	1	6026200025	2"
256WWGEN	256 Sandalhaven Wastewater General Service	6066610000	COML	M05	1	6066610516	2"
256WWGEN	256 Sandalhaven Wastewater General Service	7126200000	COML	M05	1	7126200036	2"
256WWGEN	256 Sandalhaven Wastewater General Service	7966349696	COML	M05	1	9641960050	2"
256WWGEN	256 Sandalhaven Wastewater General Service	8891510000	COML	M05	1	8891510884	2"
256WWGEN	256 Sandalhaven Wastewater General Service	0650032503	COML	M05	1	2671910053	3"
256WWGEN	256 Sandalhaven Wastewater General Service	2584200000	COML	M05	1	2584200695	3"
256WWGEN	256 Sandalhaven Wastewater General Service	3384200000	COML	M05	1	3384200676	3"
256WWGEN	256 Sandalhaven Wastewater General Service	4284200000	COML	M05	1	4284200666	3"
256WWGEN	256 Sandalhaven Wastewater General Service	4684200000	COML	M05	1	4684200607	3"
256WWGEN	256 Sandalhaven Wastewater General Service	5484200000	COML	M05	1	5484200688	3"
256WWGEN	256 Sandalhaven Wastewater General Service	0020286965	COML	M05	1	6036610295	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	0796610000	COML	M05	1	0796610801	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	1426171717	COML	M05	1	0686610785	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	1586610000	COML	M05	1	1586610776	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	1717814904	COML	M05	1	1739316121	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	1979710000	RES	ALOP	1	1979710671	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	2634094398	COML	ALOP	1	7686610792	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	3402510000	COML	M05	1	3402510941	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	3936610000	COML	M05	1	3936610280	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	4836610000	COML	M05	1	4836610271	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	5596610000	COML	M05	1	5596610886	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	5676610000	COML	M05	1	5676610686	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	5881959045	COML	M05	1	8710810034	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	5886610000	COML	M05	1	5886610712	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	5926610000	COML	M05	1	5926610184	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	6144154812	COML	ALOP	1	1739316121	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	7242295328	COML	NV04	1	0686610785	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	7768831195	COML	ALOP	1	4102180209	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	8156610000	COML	M05	1	8156610423	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	8170566923	COML	M05	1	2436610231	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	8791610000	COML	M05	1	8791610962	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	9481972916	COML	M05	1	5636610254	5/8"
256WWGEN	256 Sandalhaven Wastewater General Service	9756610000	COML	M05	1	9756610488	5/8"

Rate	Desc	Acct	Rev Class	Bill Cycle	Dwel Unit	SP	Mtr Size
256WWMUL	256 Sandalhaven Wastewater Multi-Residential	4946619703	RES	M05	1	1320020007	1.5"

256WWMUL	256 Sandalhaven Wastewater Multi-Residential	9724490174	RES	ALOP	1	1320020007	1.5"
256WWMUL	256 Sandalhaven Wastewater Multi-Residential	6600610000	RES	M05	1	6600610028	3"
256WWMUL	256 Sandalhaven Wastewater Multi-Residential	2317610000	RES	M05	1	2317610064	6"
256WWMUL	256 Sandalhaven Wastewater Multi-Residential	7178710000	RES	M05	1	7178710510	6"

Rate	Desc	Acct	Rev Class	Bill Cycle	Dwel Unit	SP	Mtr Size
256WWRTB	256 Sandalhaven Wastewater Restaurant	0852684035	RES	M05	1	8621887211	1.5"
256WWRTB	256 Sandalhaven Wastewater Restaurant	0956610000	RES	M05	1	0956610400	5/8"

EXHIBIT 2-18

Miscellaneous Service Charge Revenues

Florida Public Service Commission

Company: Sandalhaven Utilities, Inc.
Docket No.: 150102-SU

Schedule E-5
Page 1 of 1

Interim [ ] Final [x]
Historical [x] Projected [ ]
Water [ ] Sewer [X]

Preparer: Darrien Pitts

Explanation: Provide a schedule of test year miscellaneous charges received by type. Provide an additional schedule for proposed charges, if applicable.

Line Number		(1) Initial Connection	(2) Normal Reconnection	(3) Violation Reconnect	(4) Premises Visit	(5) Other Charges	(6) Total
1		$ 1,827	$ 21	$ -		$ -	$ 1,848
2							
3	Other Charges as follows:						
4	Connection Meter Fee						
5	NSF Check Charge						
6	Tampering Fee						
7	Cut-Off Charge						
8	Total Other Charges					$ -	
9							
10	(a) Actual Cost is equal to the total cost incurred for services.						

EXHIBIT 2-20 through 23

Professional Services for Route Planning and Survey of the Sandalhaven Utilities Forcemain for Utilities Inc. of Florida

Scope of Services

CH2MHILL

Scope of Work

Utilities, Inc. of Florida (UTILITIES) owns and operates a sanitary sewer collection and treatment system in the western portion of Charlotte County known as Sandalhaven Utilities. The utility operates under a state franchise and serves domestic and commercial customers in accordance with a PSC-approved tariff agreement.

In order to accommodate planned growth within the franchise area, UTILITIES is expanding the treatment capacity of the Sandalhaven Utilities STP (SUSTP). Due to the timing of this project, interim treatment capacity has been purchased from the Englewood Water District at a nearby facility. UTILITIES requires that a forcemain of adequate capacity be designed and constructed to convey domestic sanitary sewage to the Englewood facility during the interim period. The forcemain will be used as a effluent transmission main following completion of the SUSTP expansion.

UTILITIES has requested that CH2M HILL (ENGINEER) provide engineering services related to route planning and selection for the sanitary forcemain. For purposes of this scope, it is assumed that the forcemain will consist of approximately 17,000 lineal feet of 6-, 8- and 10-inch PVC, HDPE and/or ductile iron pipe in general conformance to Exhibit 1.

For purposes of this project, it is assumed that UTILITIES will execute a separate scope of work to provide design services for the forcemain and that the design may, in part, be underway concurrently with the field survey and route planning activities under this scope.

This Scope of Work presents the specific tasks to be performed by ENGINEER.

Task 1 – Survey Administration

It is understood that time is of the essence for this project. ENGINEER will perform the following project management and oversight activities to guide the process to an expeditious execution.

1.1 ENGINEER shall contract with a third-party surveyor, properly licensed in the state of Florida, to perform a survey of the planned route. The surveyor's detailed scope of work is attached to this document as Exhibit 2. The survey shall include two of the three sections named in the scope ("A"/"B" or "A"/"C") based on the evaluation/selection described below.

1.2 ENGINEER shall manage the contract, schedule and deliverables with surveyor according to a work plan to be agreed to with UTILITIES.

1.3 ENGINEER shall perform up to three site visits during the survey field work to provide on-site guidance and oversight consistent with the needs of the design portion of the project.

TASK 2 – Route Evaluation and Selection

ENGINEER shall prepare a recommendation as to the optimum route for the forcemain. As shown in Exhibit 1, the north portion of the route considers two alternatives for the crossing of Bucks Creek and subsequent routing to the Englewood facility. For this discussion, these alternatives are referred to as the "bridge crossing" and "FP&L crossing".

2.1 ENGINEER shall evaluate the bridge and FP&L crossings to determine the relative difficulty of each alternative. While the estimated cost of construction will be considered, the evaluation will place the highest emphasis on the time-related components of each route. These components include construction access, land acquisition, and permitting needs. In either case, emphasis will also be given to future accessibility for O&M needs.

2.2 ENGINEER shall meet with representatives of Charlotte County Public Works to discuss route alternatives and the related County permitting requirements for each route. In addition, the possibility of a bridge-mounted crossing over Bucks Creek will be pursued.

2.3 The crossing of Bucks Creek will require a delegated Army Corps of Engineers permit unless a bridge mounted crossing is allowed by Charlotte County Public Works. ENGINEER shall meet with representatives of the Florida Department of Environmental Protection (FDEP) to discuss project requirements related to the Environmental Resource Permit (ERP) for the alternative routes.

2.4 ENGINEER shall prepare a brief technical memorandum (TM) describing the activities, information gathered and basis of route recommendation. TM shall be provided in draft form to UTILITIES for review and comment. Based on comments, TM will be revised; final TM will be prepared and delivered to client. Task includes one teleconference meeting for the purpose of expediting review/comment period.

2.5 ENGINEER shall direct surveyor based on final route approval by UTILITIES.

Obligations of UTILITIES

In order to support the timely completion of tasks by ENGINEER, UTILITIES shall provide:

- all relevant record drawings for the CR 775 corridor, Fiddlers Green Condominiums, Sandalhaven Utilities STP and Rotonda Blvd, as applicable.
- timely review of materials and responses to information requests.
- access to staff for timely response to ENGINEER inquiries.

Deliverables

- Three copies of draft Technical Memorandum
- Three copies of final Technical Memorandum
- Three signed and sealed plots of survey and one electronic copy in AutoCAD 2005 format.

Schedule

ENGINEER will provide engineering services as described herein. The following schedule is proposed to complete the project based on the date of receipt of a notice to proceed.

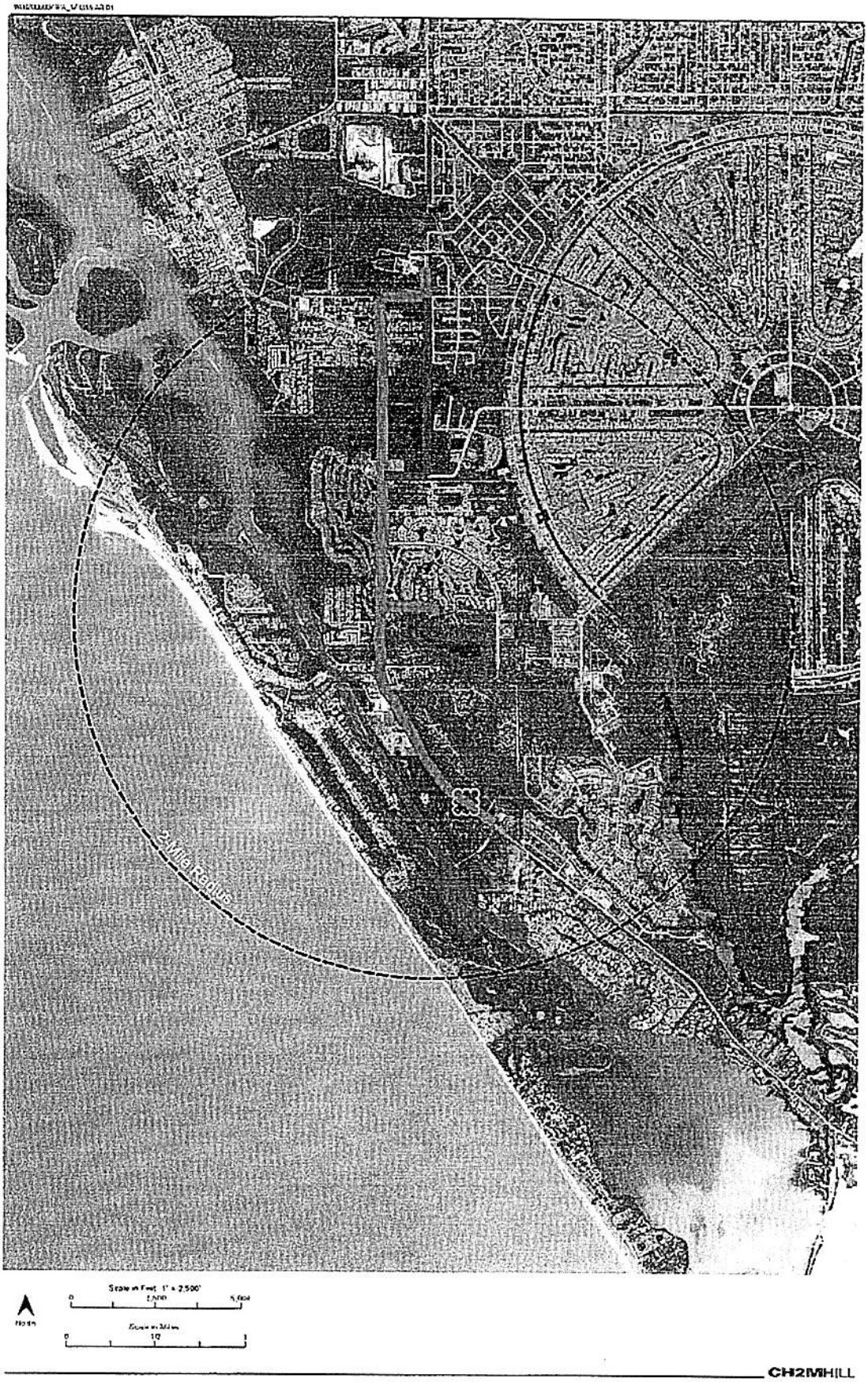
Task	Schedule
Task 1 – Survey Administration	10 weeks from NTP
Task 2 – Route Evaluation & Selection	15 working days from NTP

Compensation

Compensation by UTILITIES to CONSULTANT will be on a lump sum basis with a total fee of $98,147.00 (Ninety Eight Thousand One Hundred Forty Seven Dollars) in accordance with the table below.

Task	Total
Task 1 – Survey Administration	$ 80,877.00
Task 2 – Route Evaluation & Selection	$ 17,270.00
TOTALS	$ 98,147.00

EXHIBIT 1



CH2MHILL

EXHIBIT 2

Foresight SURVEYORS

February 16, 2006

Mr. Thomas Helgeson, PE
CH2MHILL/TPA
4350 W. Cypress St., Suite 600
Tampa, FL 33607

Re: **Revised** Proposal for Professional Surveying & Mapping Services
Placida Road Force main Project (see Exhibit "A"), Charlotte County, Florida

Section "A":
Beginning at the proposed pump station on Placida Road to the intersection of Placida Road and Rotonda Blvd. W. (+/- 9,200 linear feet) Survey limits for this section will consist of half right-of-way only (side to be determined by client) and from the intersection of Placida Road and the Fiddler Green Entrance thence east along the Fiddle green main road to the existing pump station (+/- 1,500 linear feet). Survey limits for this section will consist of full right-of-way.

Section "B":
Beginning at the intersection of Placida Road and Rotonda Blvd. W., thence east along Rotonda Blvd. W (half right-of-way only) to the single mast power transmission lines running north-south, thence north along easterly side of the power transmission lines (approximately 50 foot wide corridor) to the intersection with Telman Road and Sunset Road, thence north along Talman Road (west half of right-of-way only) to entrance of the wastewater facility, (+/- 7,800 linear feet)

Section "C":
Beginning at the intersection of Placida Road and Rotonda Blvd. W., thence north along Placida Road and along Short Road respectively to the intersection of a east-west dirt road lying immediately south of the above referenced wastewater facility, thence east along the dirt road (approximately 15 foot wide corridor) to the intersection with Telman Road and Sunset Road, thence north along Talman Road (west half of right-of-way only) to entrance of the wastewater facility. Note: The survey limits for Buck Creek Bridge, including the approaches, will be half right-of-way only. (+/- 7,800 linear feet)

Foresight
SURVEYORS

Dear Mr. Helgeson:

As per your request and the information provided, Foresight Surveyors, Inc. is pleased to submit this proposal for the following professional surveying and mapping services required on the above-referenced project:

SCOPE OF SERVICES

Topographic Survey:

All services shall be performed under the direction and control of a Florida Registered Professional Land Surveyor and will be performed in accordance with the requirements of Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The survey limits are to be the edge of pavement/centerline road to the visible right of way lines. Re-establishing property lines, right-of-way lines, parcel lines, etc. is not included with the "scope of services". Services to include:

A. Topographic Survey

1. The Topographic survey will include mapping of above ground visible features i.e.:
   - Sidewalks, pavement, driveway aprons, medians and curb.
   - Poles, guy anchors, overhead lines, transformers, phone and cable TV pedestals.
   - Manholes and there use if marked on manhole lid or readily apparent.
   - Trees 4" in diameter and larger, measured at breast height.
   - Sanitary Sewer manholes will include inverts, pipe sizes & types and direction (if accessible).
   - Storm structures will include inverts and pipe sizes (if accessible).
   - The scope of this contract does NOT include any digging, probing or excavation.

2. Determine site elevations on approximate (fifty) 50-foot grid interval and grade breaks, at changes in direction on curbing/paving, extending to the limits outlined above. Elevations will be based on North American Vertical Datum of 1988.

3. Living trees within the limits outlined above that fall within conservation/wetland areas will not be located.

4. Location of jurisdiction wetland lines is not included within the scope of services.

5. Right-of-way lines, plat boundaries and property boundaries will be shown within the overall limits of Exhibit "A" based on existing field monumentation and Charlotte County Property Appraisers Tax Maps and other documents supplied by client. This proposal does not include boundary surveys or the re-establishment of boundary and/or Right of way monumentation.

6. Obtain profile shots only for Buck creek and the surrounding mangrove area lying north and south of the creek. (Section "B").

All work will be performed in accordance with the minimum requirements of Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This fee is based on the client providing the following:

a. If required, utility demarcation by others along with utility maps.
b. Soil boring locations by others.
c. Utility maps

B. Horizontal & Vertical Control

1. FSI will establish a survey baseline tied to existing right of way monumentation and/ or section corners along the route described above. Reestablishment of right-of-way and/or Section corner monumentation is not considered part of this "scope of services."

2. Benchmarks will be established at approximately 1000' intervals and identified on the survey with station, offset and elevation.

C. File Requirements:

3. Foresight surveyors will provide 5 signed and sealed sets of prints and a AutoCAD 2005 drawing file.

Foresight Surveyors, Inc. will commence work within 1 (one) week of notice to proceed and receipt of a signed contract with a scheduled completion date of 9 (nine) weeks thereafter.

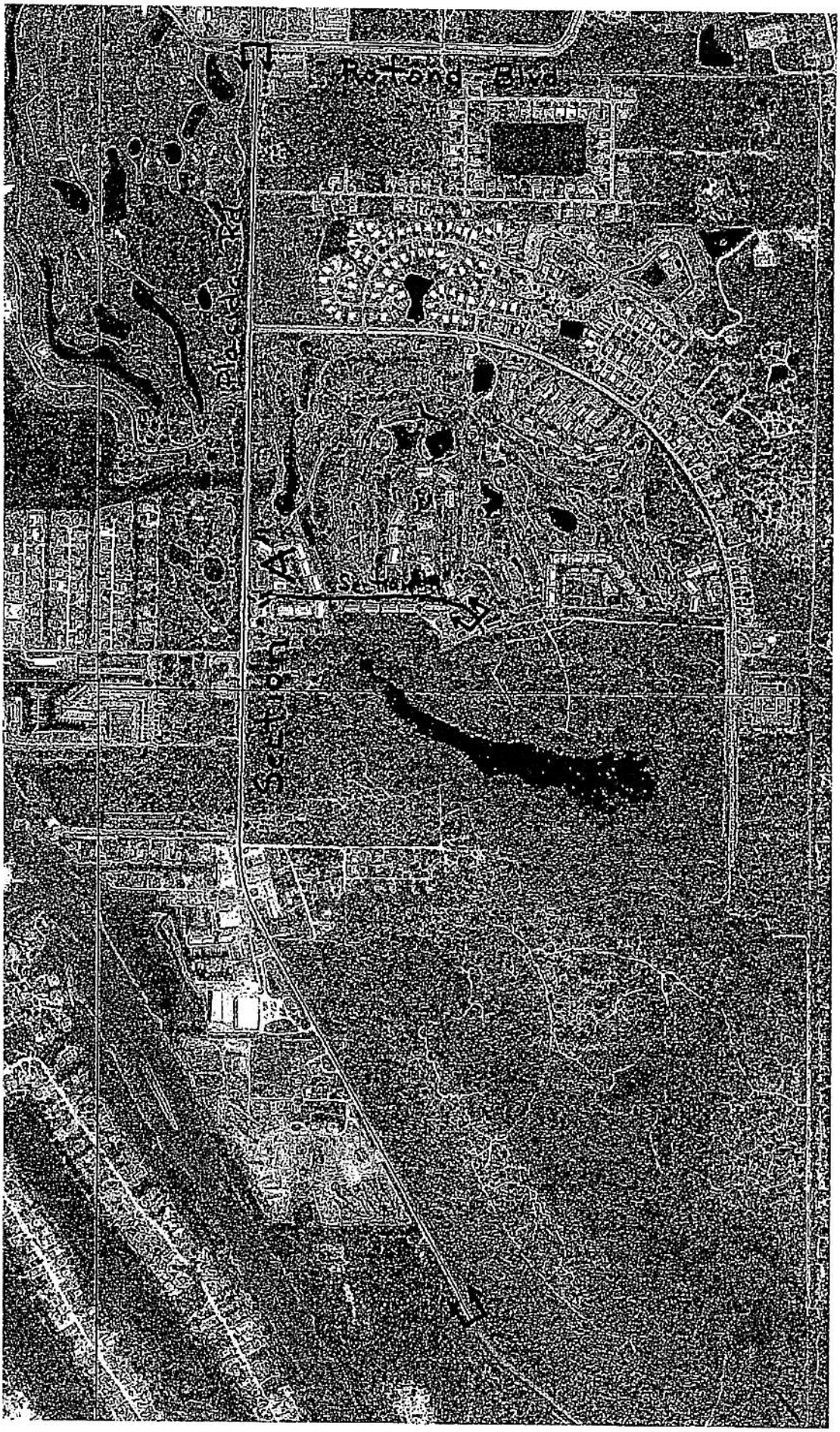


Exhibit "A"

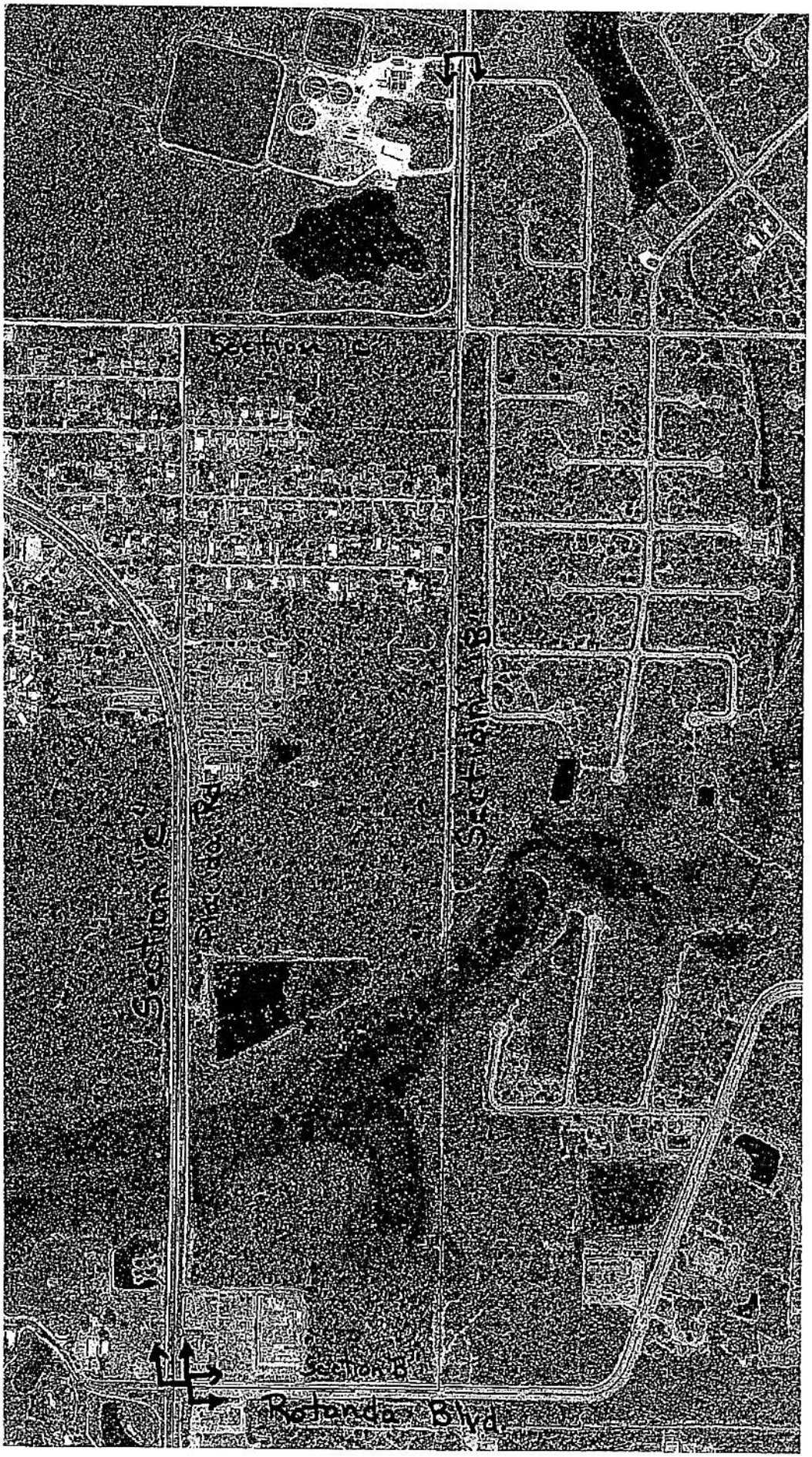
Charlotte Co.

N

NTS

Exhibit "A"
(con't)

Charlotte Co.



N

NTS

ATTACHMENT B - COMPENSATION

ARTICLE 2. COMPENSATION
Compensation by OWNER to ENGINEER will be as follows:

A. LUMP SUM

For services enumerated in ARTICLE 1, the lump sum of Ninety Eight Thousand One Hundred Forty Seven Dollars ($ 98,147.00 USD) plus applicable sales, use, value-added, business transfer, gross receipts or other similar taxes.

B. RENEGOTIATION OF COMPENSATION

The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

C. INVOICING

Amount invoiced each month will be based on estimate of percentage of completion multiplied times the lump sum amount.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, Utilities, Inc. of Sandalhaven

dated this 16TH day of February , 2006

Signature	[signature]	Signature	[signature]
Name (printed)	PATRICK C. FLYNN	Name	JOHN P. HAY
Title	REGIONAL DIRECTOR	Title	REGIONAL VP

For ENGINEER, CH2M HILL INC.,

dated this _____ day of February , 2006

Signature		Signature	
Name (printed)	Thomas V. Waldeck, P.E.	Name (printed)	Thomas J. Helgeson, P.E.
Title	Vice President	Title	Project Manager

STATEMENT

Croy Development Services, INC.
Henry E. Croy, Owner
P.O. Box 510031
Punta Gorda, FL 33951-0031
(941) 637-8889
FAX (941) 637 8670

9/29/2006

INVOICE NO.1

TO:

Utilities,Inc.
200 Weathersfield Avenue
Altamonte Springs, FL.32714
Office: (407) 869-1919
Fax: (407) 869-6961

SERVICES

DESCRIPTION	DATE	HOURS	RATE	AMOUNT
Inspection Cape Haze Master lift station	8/24-9/29	31.5 @	$45.00	$1,413.00

TOTAL	$1,413.00
Please pay this amount:	$1,413.00

TW

Croy Development Services, Inc.

P.O. Box 510031
Punta Gorda, Florida 33951
(941) 637-8889

Daily Construction Report

Date: weekly
Mark Day: 9-5 / 9-6 / 9-7

S	M	(T)	(W)	(TH)	F	S

Project: Cape Haze Resort
Job No.:
Client:
Contractor: Soupcon
Project Manager:

Weather	Bright Sun	Clear	(Cloudy)	(Rain)	Stormy
Temp	To 32	33-40	40-70	70-80	(80-Up)
Wind	Still	(Mild)	High	Report No.	
Humidity	Dry	Mild	(Humid)	2	

AVERAGE FIELD FORCE			
NAME OF CONTRACTOR	NON-MANUAL	MANUAL	REMARKS
Soupcon	2	2	

VISITORS			
TIME	REPRESENTING	REPRESENTING	REMARKS

Equipment at the site: 1 Clam Bucket Back hoe 1 50 ton Crane

Construction Activities: Tuesday Rock hammer got here around 10 30 start Breaking Rock, Wensday still Breaking Rock Blown hydl hose down 1:15 hrs

Thursday still Breaking Rock

Distribution:
1. Project Manager
2. Field Office
3. File
4. Client

By: [signature] Title: Inspector

Croy Development Services, Inc.

P.O. Box 510031
Punta Gorda, Florida 33951
(941) 637-8889

Daily Construction Report

Date: weekly
Mark Day: 8-28-06 8-31-06

S	M (circled)	T (circled)	W (circled)	TH	F	S

Project: Cape Haze Resort
Job No.: U0785
Client:
Contractor: Soupcon
Project Manager:

Weather	Bright Sun	Clear (circled)	Cloudy (circled)	Rain (circled)	Stormy
Temp	To 32	33-40	40-70	70-80	80-Up (circled)
Wind	Still (circled)	Mild (circled)	High	Report No.	
Humidity	Dry	Mild	Humid (circled)	1	

AVERAGE FIELD FORCE			
NAME OF CONTRACTOR	NON-MANUAL	MANUAL	REMARKS

VISITORS			
TIME	REPRESENTING	REPRESENTING	REMARKS

Equipment at the site: 2 Crane's 1 Clam Bucket
1 super Crane lift 3 men 1 Conveyor [illegible]

Construction Activities: Monday 1st joint in ground Water Leak
Between 3rd and 4th joint there getting water under
Control and [illegible] Cement would stay to start down
after Lunch they [illegible] the water stop [illegible] on
and starting Down
Tuesday they have 2.5' of #5 Down #6 on Clam Bucket
Down again working on Bucket repaired Bucket started about
2:30 they got it Down to #5 and #6 joint they are on
Rock or something hard
Wenesday Tope 3 men just Clean up waiting for
Jack Hammer to Break Rock

Distribution:
1. Project Manager
2. Field Office
3. File
4. Client

By: Charles V. [signature] Title: inspector

CROY DEVELOPMENT SERVICES Inc.
P.O. Box 510031
Punta Gorda, FL 33951-0031
Office (941) 637-8889
Cell-(941)815-1633

SERVICE RATES

#1. HR RATE @ $45.00 REG TIME & MOBILIZATION

#2. MOBILIZATION - PAID ONE WAY HR rate up to 30 miles. over 30 miles PAID BOTH WAYS.

#3. EXPENSE REIMBURSEMENT:

out of town expenditures defined as: from 100 - 200 mi (with more than six hours job time OR more than 200 mi)
PER DIEM: $120.00 per day OR five day week (M-F) @ $600.00 with each additional day over 5 @ the per day rate.

Henry E. Croy

FILE 690.6.2
MASTER L/S + FORCEMAIN
CC: J Hoy ✓ Dave

cph

101 North Woodland Boulevard
Suite 600
DeLand, Florida 32720

Phone: 386.736.4142
Fax: 386.736.8412

www.cphengineers.com

August 3, 2006

Mr. Patrick Flynn
Regional Director
Utilities Inc. of Florida.
200 Weathersfield Ave.
Altamonte Springs, FL 32714

RE: Sandalhaven Additional Services Change Order
CPH Project No: U0785

Dear Patrick:

The Sandalhaven force main project connecting the Sandalhaven wastewater service area to the Englewood Water District wastewater plant requires additional services to change the Buck Creek crossing from an aerial bridge crossing to a subaqueous directional bore. In order to permit the subaqueous crossing an exemption to an environmental resource permit must be applied for through the Florida Department of Environmental Protection. We also need to apply for an additional right of way permit through the County. The only significant concern the County has is the proximity of the drill to the bridge pilings. We are coordinating with County staff to resolve the issue as quickly as possible.

The construction of the subaqueous crossing will be completed by directionally drilling the pipe approximately 20-feet below the bottom of the creek. The directional drilling operation may be impeded by the presence of rock under the creek. To determine the subsurface conditions we have subconsulted a geotechnical firm to do soils borings on either side of the creek. We are also investigating the bridge construction itself to determine if specific subsurface investigations were performed for the bridge pilings.

Further, as requested, this change order includes an estimate of the cost of the construction administration of the contract. Construction administration includes shop drawing review and approval, pay request review and approval, monthly job site inspection, project startup and closeout, record drawings, and regulatory clearance of the project, and startup attendance. Additional services, such as extra site visits, can be performed at the Utility's request at our standard billing rates.

The costs associated with these tasks are as follows:

1. FDEP Permitting – $6,500.00
2. Additional Soils Investigation – $3,500.00
3. Subaqueous Investigation and Design – $8,800.00
4. Contractor Coordination – $3,000.00
5. Construction Administration – $13,030.00

101 North Woodland Boulevard
Suite 600
DeLand, Florida 32720

Phone: 386.736.4142
Fax: 386.736.8412

www.cphengineers.com

This yields a total change order cost of $34,830.00.

If you are in agreement with the terms and fees proposed, please sign on the space provided below and return one (1) copy to us.

If you have any questions please call me.

Sincerely,
CPH ENGINEERS, INC.

Stephen N. Romano, P.E.
Vice President

ACCEPTED BY:
UTILITIES INC. OF FLORIDA

Date: 8/23/06

Agreement between Owner and Contractor

Project & Owner:
Sandalhaven Master Lift Station and Force Main
Utilities, Inc. of Sandalhaven
200 Weathersfield Ave.
Altamonte Springs, Fl. 32714
407-869-1919

Contractor:
Equibore of America, Inc.
11880- 34th Street, North
Clearwater, Fl. 33762
727-573-7755

Engineer/Owner's Representative:
Steve Romano
CPH Engineers, Inc
101 N. Woodland Ave. STE 600
Deland, FL. 32720
386-736-4142

The Contractor and the Subcontractor for the considerations named herein agree as set forth below:

1. **Agreement Date:** February 6th, 2007

2. **Contract Sum:** $184,665.00

3. **Payment Schedule and Retainage:**
Contractor shall submit Application for Payment after 100% of the project is complete. Payment (less 10% retainage) will be paid within 30 days after completion of directional bore. Retainage of 10% shall be held until directional bore is accepted by Owner. Owner shall pay Contractor remaining balance within 10 days after project acceptance by Owner.

4. **Documentation required for payment:**
Application for Payment (one original) of work indicating final completion. Wavier of lien for the amount of payment due.

5. **Completion Schedule:**
Contractor recognizes that time is of the essence of this Agreement.

Anticipated
Start Date: On or Before 2/20/07
Final Completion Date: 3/13/07

6. **Scope of Work:**
Furnish and install all labor, equipment and supervision necessary to complete installation of approximately 1300 L/F of 12" HDPE Directional bore at Buck Creek. Pipeline to the pressure tested, after fusion, prior to installation.

7. **Licenses, permits and bonds to be supplied and paid by as follows:**
Contractor to acquire and pay for all licenses and bonds related to work to be performed.

8. **Warranty:**
Contractor's Labor and Materials Warranty: Extended to February 1, 2008

9. **Insurance Requirements:**
Contractor to supply certificate of insurance for Worker's Compensation, Vehicle Coverage and General Liability with ~~Contractor~~ OWNER named as additional insured.

10. **General Provisions:**
Contractor is to include all labor, equipment and approved products and services of eery kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in clean condition. All work shall be completed in the workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor does not have the right to let other contracts in connection with the work contracted for. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change orders shall be in writing and signed by both parties to this Agreement.
All discrepancies and contradictions between attachment and this Agreement are superseded by this Agreement.

11. **Hold Harmless:**
To the fullest extent permitted by law, the Contractor shall indemnify the Owner and their agent(s) from and against claims, damages, losses, expenses, and fees arising out of or resulting from performance of the Contractor's work.

12. **Contractor's pricing for alternate(s), unit pricing, time and material or other:**
Not applicable at this time.

13. **Contract Documents include this Agreement and others as follows:**
Plans designed July 2006
Plans singed and sealed 10/20/06
Attached quote from Equibore (dated February 1, 2007)

14. **See attachment(s) X yes _____ no**

Owner: Utilities, Inc of Sandalhaven

By: Patrick Flynn 2/6/07
Date

Contractor: Equibore of America, Inc.

M C Boyer 2/6/07
Date

Patrick Flynn, Region Director
Name and Title

Michael C. Boyer, Exec. V.P.
Name and Title

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01 **THIS AGREEMENT**, made this 31st day of July, 2006, by and between Utilities, Inc. of Sandalhaven, hereinafter called the Owner, and Tri-Sure Corporation., whose principal and local address is P.O. Box 653, Auburndale, FL 33823, hereinafter called the Contractor.

1.02 **The Owner and Contractor Agree as follows:**

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Utilities, Inc. of Sandalhaven Master Lift Station and Force Main.

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work by January 1, 2007. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

NAME OF PROJECT: _____

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $1,000.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Two Million, Six Hundred Ninety-Seven Thousand, Five Hundred Seventy-Six Dollars ($2,697,576). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by CPH Engineers, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

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

CONTRACTOR:

TRI-SURE CORPORATION
Name of Firm

By (Signature) (SEAL)

Jason Chambers, Vice President
Printed Name and Title

ATTEST:

By (Signature)

Glenda M. Chambers, Sec.-Treas.
Printed Name and Title

OWNER:

UTILITIES, INC. OF SANDALHAVEN
Name of Owner

By (Signature) (SEAL)

PATRICK C. FLYNN, REGIONAL DIRECTOR
Printed Name and Title

ATTEST:

By (Signature)

JOHN HOY, REGIONAL VP
Printed Name and Title

END OF SECTION

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	1	LS	$145,000.00	$145,000.00
2	Bonds, Insurance, Indemnification	1	LS	$80,0000.00	$80,000.00
3	Survey and Stake Out	1	LS	$20,000.00	$20,000.00
4	12" PVC Force Main (DR-18)	2,200	LF	$79.48	$174,856.00
5	12" HDPE DR-11 Directional Bore	14,300	LF	$110.00	$1,573,000.00
6	12" HDPE MJ Adapters	50	EA	$400.00	$20,000.00
7	12' MJ Solid Sleeves	50	EA	$600.00	$30,000.00
8	12" MJ Plug Valve	19	EA	$3,300.00	$62,700.00
9	12"x2" Air Release Valve & Vault	7	EA	$4,300.00	$30,100.00
10	12" MJ Fittings	2	TN	$7,500.00	$15,000.00
			Total		$2,150,656.00
12	**Lift Station**				
12.a	Site Preparation	1	LS	$3,500.00	$3,500.00
12.b	Wet Well (tremie/caisson installation)	1	22' Deep	$6,360.00	$139,920.00
12.c	Manhole (tremie/caisson installation) – to include Cape Haze	1	16' Deep	$4,687.00	$75,000.00
12.d	Valves, Fittings, and Appurtenances	1	LS	$35,000.00	$35,000.00
12.e	Automatic Transfer Switch	1	LS	$14,000.00	$14,000.00
12.f	Generator (with diesel fuel)	1	LS	$79,000.00	$79,000.00
12.g	Pumps, Control Panels, & Hatches	1	LS	$100,000.00	$100,000.00
12.h	Electrical	1	LS	$12,000.00	$12,000.00
12.i	Concrete Driveway & Pads	1	LS	$10,000.00	$10,000.00
12.j	Landscaping, Sod, & Restoration	1	LS	$5,000.00	$5,000.00
12.k	Fencing	1	LS	$6,500.00	$6,500.00
13	Pipeline Connections & Restoration	1	LS	$30,000.00	$30,000.00
14	Pressure Testing	18,000	LF	$1.50	$27,000.00
15	As Built Record Drawings	1	LS	$10,000.00	$10,000.00
				Total	**$546,920.00**
				Construction Total:	**$2,697,576.00**

Tri-Sure Corporation
NAME OF BIDDER

APPLICATION FOR PAYMENT NO. 7-Final

To: Utilities Inc. of Sandalhaven
Contract for: Sandalhaven Master Lift Station and Force Main
Owner's Project No. _____ Engineer's Project No. _____
For work accomplished through the date of: 04/30/2007

Item	Unit Price	Contractor's Schedule of Values Quantity	Amount	Work Completed Quantity	Amount
Total (Original Contract)					$2,697,576.00
Change Order #1					$102,528.00
Change Order #2					($63,962.96)
Change Order #3					$16,842.80
Total contract amount					**$2,752,983.84**

Accompanying Documentation:

Gross amount due	$2,752,983.84
Less retainage 5%	$0.00
Amount due to date	$2,752,983.84
Less previous payments	($2,510,033.99)
Amount due this application	$242,949.85

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of work done under the contract referred to above have been applied to discharge in full obligations of Contractor incurred in connection with work covered by prior Applications for Payment numbered 1 through 7 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated: 04/30/2007

TRI-SURE CORPORATION

By: Jason Chambers, Vice President

Payment of the above amount due this application is recommended.

Dated: 5/11/07

CPH ENGINEERS, INC.
Engineer

By: _____

SCHEDULE OF VALUES

Etimate #7-Final
Project: Sandalhaven Lift Station and Force Main

Period: 04/30/2007
Contractor: Tri-Sure Corporation
P. O. Box 653
Auburndale, Fl 33823

Engineer: CPH Engineers, Inc.(Steve Romano/Wade Wood)
Main Street Center, 101 N. Woodland Blvd., Suite 600
Deland, Fl 32720

A	B		C	C1	C2	C3		D			F	G	H	J	K
									Work Completed						
Item #	Description		Scheduled Value	Quantity	Unit	Unit Price	Quantity Previously Installed	Value Previously Installed	Quantity Completed this period	Quantity Completed To date	Value Completed To date	Materials Presently Stored	Total Stored and completed to date	Balance To finish	Total Retainage to date
1	Mobilization		145,000.00	1	LS	145,000.00	1	145,000.00	0	1	145,000.00		145,000.00	0.00	14,500.00
2	Bonds, Ins. Indemn.		80,000.00	1	LS	80,000.00	1	80,000.00	0	1	80,000.00		80,000.00	0.00	8,000.00
3	Survey and Stakeout		20,000.00	1	LS	20,000.00	1	20,000.00	0	1	20,000.00		20,000.00	0.00	2,000.00
4	12" PVC Force Main (DR-18)		174,856.00	2200	LF	79.48	2200	174,856.00	0	2200	174,856.00		174,856.00	0.00	17,485.60
5	12" HDPE DR-11 Directional bore		1,573,000.00	14300	LF	110.00	14300	1,573,000.00	0	14300	1,573,000.00		1,573,000.00	0.00	157,300.00
6	12" HDPE MJ Adapters		20,000.00	50	EA	400.00	50	20,000.00	0	50	20,000.00		20,000.00	0.00	2,000.00
7	12" MJ Solid sleeves		30,000.00	50	EA	600.00	50	30,000.00	0	50	30,000.00		30,000.00	0.00	3,000.00
8	12" MJ Plug Valve		62,700.00	19	EA	3,300.00	19	62,700.00	0	19	62,700.00		62,700.00	0.00	6,270.00
9	12" x 2" A/Release Valve & Vault		30,100.00	7	EA	4,300.00	7	30,100.00	0	7	30,100.00		30,100.00	0.00	3,010.00
10	12" MJ Fittings		15,000.00	2	TN	7,500.00	2	15,000.00	0	2	15,000.00		15,000.00	0.00	1,500.00
	Subtotal		**2,150,656.00**					**2,150,656.00**			**2,150,656.00**	**0.00**	**2,150,656.00**	**0.00**	**215,065.60**
12	**Lift Station**														
12a	Site Preparation		3,500.00	1	LS	3,500.00	1	3,500.00	0	1	3,500.00		3,500.00	0.00	350.00
12b	Wet Well (tremie/caisson install)		139,920.00	22	FT	6,360.00	22	139,920.00	0	22	139,920.00		139,920.00	0.00	13,992.00
12c	Manhole (tremie/caisson install) to include Cape Haze		74,992.00	16	FT	4,687.00	16	74,992.00	0	16	74,992.00		74,992.00	0.00	7,499.20
12d	Valves, Fittings & Appurtenances		35,000.00	1	LS	35,000.00	1	35,000.00	0	1	35,000.00		35,000.00	0.00	3,500.00
12e	Automatic Transfer Switch		14,000.00	1	LS	14,000.00	1	14,000.00	0	1	14,000.00		14,000.00	0.00	1,400.00
12f	Generator (with diesel fuel)		79,000.00	1	LS	79,000.00	0	0.00	1	1	79,000.00		79,000.00	0.00	7,900.00

SCHEDULE OF VALUES

Etimate #7-Final **Period:** 04/30/2007

Project: **Sandalhaven Lift Station and Force Main** **Contractor:** Tri-Sure Corporation

P. O. Box 653

Engineer: CPH Engineers, Inc.(Steve Romano/Wade Wood) Auburndale, Fl 33823

Main Street Center, 101 N. Woodland Blvd., Suite 600

Deland, Fl 32720

A	B		C	C1	C2	C3		D			F	G	H	J	K
							Work Completed								
Item #	Description		Scheduled Value	Quantity	Unit	Unit Price	Quantity Previously Installed	Value Previously Installed	Quantity Completed this period	Quantity Completed To date	Value Completed To date	Materials Presently Stored	Total Stored and completed to date	Balance To finish	Total Retainage to date
12g	Pumps, Control Panels & Hatches		100,000.00	1	LS	100,000.00	1	100,000.00	0	1	100,000.00		100,000.00	0.00	10,000.00
12h	Electrical		12,000.00	1	LS	12,000.00	1	12,000.00	0	1	12,000.00		12,000.00	0.00	1,200.00
12i	Concrete Driveway & Pads		10,000.00	1	LS	10,000.00	1	10,000.00	0	1	10,000.00		10,000.00	0.00	1,000.00
12j	Landscaping, Sod & Restoration		5,000.00	1	LS	5,000.00	0	0.00	1	1	5,000.00		5,000.00	0.00	500.00
12k	Fencing		6,500.00	1	LS	6,500.00	1	6,500.00	0	1	6,500.00		6,500.00	0.00	650.00
13	Pipeline Connections & Restoration		30,000.00	1	LS	30,000.00	1	30,000.00	0	1	30,000.00		30,000.00	0.00	3,000.00
14	Pressure Testing		27,000.00	18000	LF	1.50	18000	27,000.00	0	18000	27,000.00		27,000.00	0.00	2,700.00
15	As built record drawings		10,000.00	1	LS	10,000.00	0	0.00	1	1	10,000.00		10,000.00	0.00	1,000.00
16	Correction total for Item 12c		8.00	1	LS	8.00	1	8.00	0	1	8.00		8.00	0.00	0.80
	Subtotal		**546,920.00**					**452,920.00**			**546,920.00**	**0.00**	**546,920.00**	**0.00**	**54,692.00**
	Total		**2,697,576.00**					**2,603,576.00**			**2,697,576.00**	**0.00**	**2,697,576.00**	**0.00**	**269,757.60**
	Change Order #1:														
	Unforseen ground conditions		87,900.00	1	LS	87,900.00	1	87,900.00	0	1	87,900.00		87,900.00	0.00	8,790.00
	Installation of wet well to design depth		14,628.00	1	LS	14,628.00	1	14,628.00	0	1	14,628.00		14,628.00	0.00	1,462.80
	Total Change Order #1		**102,528.00**			**102,528.00**		**102,528.00**			**102,528.00**	**0.00**	**102,528.00**	**0.00**	**10,252.80**

SCHEDULE OF VALUES

Etimate #7-Final **Period:** 04/30/2007

Project: **Sandalhaven Lift Station and Force Main** **Contractor:** Tri-Sure Corporation

P. O. Box 653

Engineer: **CPH Engineers, Inc.(Steve Romano/Wade Wood)** Auburndale, Fl 33823

Main Street Center, 101 N. Woodland Blvd., Suite 600

Deland, Fl 32720

A	B	C	C1	C2	C3		D			F	G	H	J	K
								Work Completed						
Item #	Description	Scheduled Value	Quantity	Unit	Unit Price	Quantity Previously Installed	Value Previously Installed	Quantity Completed this period	Quantity Completed To date	Value Completed To date	Materials Presently Stored	Total Stored and completed to date	Balance To finish	Total Retainage to date
	Change Order #2:													
	Adjust quantities as per field measurement:													
4	12" PVC Force Main	73,360.04	923	LF	79.48	923	73,360.04	0	923	73,360.04		73,360.04	0.00	7,336.00
5	12" HDPE DR-11 Dir. Bore	(121,550.00)	-1105	LF	110.00	-1105	(121,550.00)	0	-1105	(121,550.00)		(121,550.00)	0.00	(12,155.00)
6	12" HDPE MJ Adapters	(3,200.00)	-8	EA	400.00	-8	(3,200.00)	0	-8	(3,200.00)		(3,200.00)	0.00	(320.00)
7	12" MJ Solid sleeves	(12,600.00)	-21	EA	600.00	-21	(12,600.00)	0	-21	(12,600.00)		(12,600.00)	0.00	(1,260.00)
8	12" MJ Plug Valve	(6,600.00)	-2	EA	3,300.00	-2	(6,600.00)	0	-2	(6,600.00)		(6,600.00)	0.00	(660.00)
9	12" x 12" A/Release Valve & vault	12,900.00	3	EA	4,300.00	3	12,900.00	0	3	12,900.00		12,900.00	0.00	1,290.00
10	12" MJ Fittings	(3,750.00)	-0.5	TN	7,500.00	-0.5	(3,750.00)	0	-0.5	(3,750.00)		(3,750.00)	0.00	(375.00)
14	Pressure testing	(2,523.00)	-1682	LF	1.50	-1682	(2,523.00)	0	-1682	(2,523.00)		(2,523.00)	0.00	(252.30)
	Total Change Order #2	**(63,962.96)**					**(63,962.96)**			**(63,962.96)**		**(63,962.96)**	**0.00**	**(6,396.30)**
	Change Order #3													
	Connection to directional bore at Buck Creek & deletion of landscaping sod, restoration													
	12" PVC Force Main	8,742.80	110	LF	79.48			110	110	8,742.80		8,742.80	0.00	874.28
	12" MJ Solid sleeves	1,200.00	2	EA	600.00			2	2	1,200.00		1,200.00	0.00	120.00
	12" MJ Plug Valve	3,300.00	1	EA	3,300.00			1	1	3,300.00		3,300.00	0.00	330.00
	12" x 12" A/Release valve & vault	8,600.00	2	EA	4,300.00			2	2	8,600.00		8,600.00	0.00	860.00
	Delete Landscaping, Sod , Restoration	(5,000.00)	1	LS	(5,000.00)			1	1	(5,000.00)		(5,000.00)	0.00	(500.00)
	Total Change Order #3	**$16,842.80**					**$0.00**			**$16,842.80**	**$0.00**	**$16,842.80**	**$0.00**	**$1,684.28**
	TOTALS	**2,752,983.84**					**2,642,141.04**			**2,752,983.84**	**0.00**	**2,752,983.84**	**0.00**	**275,298.38**

NOTICE OF AWARD

To: Equibore of America, Inc.
11880- 34th Street, North
Clearwater, FL. 33762

Project: Utilities, Inc. of Sandalhaven Master Lift Station and Force Main
(Buck Creek Directional Bore)

Utilities, Inc. of Sandalhaven has considered the proposal submitted by you, dated 2/1/2007 for the above described work in response to our pricing request.

Your are hereby notified that your proposal has been accepted in the amount of $184,665.00

You are required by Utilities, Inc of Sandalhaven to execute the agreement and furnish the required bonds and certificated of insurance within (7) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this Notice of Award to Utilities, Inc of Sandalhaven Dated 6th day of February, 2007.

Owner: Utilities, Inc of Sandalhaven

By: _____
Patrick Flynn, Regional Director

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above Notice of Award is herby acknowledged by

M. C. Boyer this 6 day of February, 2007.

EQUIBORE of America, Inc.

By: M C Boyer 2/6/07
Michael C. Boyer,
Executive Vice President

SECTION 00510

NOTICE OF AWARD FORM

TO: Tri-Sure Corporation

NAME OF PROJECT: Utilities, Inc. of Sandalhaven Master Lift Station and Force Main

The OWNER has considered the BID submitted by you, dated July 20, 2006 for the above described WORK in response to the Invitation for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for BID items in the amount of $2,697,576.00.

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20th day of July, 2006.

OWNER: UTILITIES, INC OF SANDALHAVEN
(Name of OWNER)

By (Signature)

PATRICK C FLYNN, REGIONAL DIRECTOR
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by Tri-Sure Corporation this 20th day of July, 2006.

By

Jason Chambers, Vice President
Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: Tri-Sure Corpration
P.O. Box 653, Auburndale, FL 33823

DATE: 7/20/06

PROJECT: Utilities, Inc. of Sandalhaven Master Lift Station and Force Main

You are hereby notified to commence WORK in accordance with the Agreement dated July 20, 2006. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete by 169 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is January 1, 2007.

ISSUED BY: Utilities, Inc of Sandalhaven
(Name of OWNER)

By (Signature)

PATRICK C. FLYNN
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by Tri-Sure Corporation this 20th day of July, 2006

By

Jason Chambers, Vice President
Printed Name and Title

END OF SECTION

TRI-SURE CORPORATION

August 1, 2006

POST OFFICE BOX 653
AUBURNDALE, FLORIDA 33823

TELEPHONE (863) 967-5506
FAX (863) 551-9746

Hand Delivered
Mr. Patrick Flynn, Regional Director
Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Sandalhaven Lift Station and Force Main

Dear Mr. Flynn:

Enclosed are the following:

1. One (1) Notice of Award form, dated July 20, 2006 by Utilities, Inc. (This is a faxed copy from you.) We have signed Acceptance of Notice.

2. One (1) Notice to Proceed form, dated July 20, 2006 by Utilities, Inc. (This is a faxed copy from you. We have signed Acceptance of Notice.

3. Three (3) originals of Agreement (dated 7/31/06) which have been signed by Tri-Sure. Please sign all three and return one original to us.

8/2/06 Done

4. Two (s) originals each of Performance Bond and Payment Bond in the amount of the contract ($2,697,576.00).

5. Two (2) originals of Certificate of Insurance with Utilities, Inc. of Sandalhaven shown as additional insured with regard to general liability.

Please call if you have any questions.

Very truly yours,

Jason Chambers
Vice President

JC/gmc
Enclosures

								355.2	360.2	370.3	371.3	
	690 *	1160605 *	20105 41170*13098*CPH ENGI	912.00	Engineering & permitting	103-CP.INVD-01-06			$ 674.88	$ 237.12		$ 912.00
	690 *	1160605 *	20105 43533*13098*CPH ENGI	9,289.17	Engineering & permitting	103-CP.INVD-01-07			$ 6,873.99	$ 2,415.18		$ 9,289.17
	690 *	1160605 *	20105 49777*13098*CPH ENGI	269.53	Engineering & permitting	103-CP.INVD-02-06			$ 199.45	$ 70.08		$ 269.53
	690 *	1160605 *	20105 52880*13098*CPH ENGI	1,616.06	Engineering & permitting	103-CP.INVD-02-06			$ 1,195.88	$ 420.18		$ 1,616.06
	690 *	1160605 *	20105 53551*13098*CPH ENGI	1,784.24	Engineering & permitting	103-CP.INVD-03-07			$ 1,320.34	$ 463.90		$ 1,784.24
103 *	690 *	1160605 *	20105 21940*13098*CPH ENGI	38,434.94	Engineering & permitting	103-CP.INVD-07-05			$ 28,441.86	$ 9,993.08		$ 38,434.94
103 *	690 *	1160605 *	20105 21940*13098*CPH ENGI	36,405.79	Engineering & permitting	103-CP.INVD-07-05			$ 26,940.28	$ 9,465.51		$ 36,405.79
103 *	690 *	1160605 *	20105 21940*13098*CPH ENGI	500	Engineering & permitting	103-CP.INVD-07-05			$ 370.00	$ 130.00		$ 500.00
103 *	690 *	1160605 *	20105 25175*13098*CPH ENGI	29,214.27	Engineering & permitting	103-CP.INVD-08-05			$ 21,618.56	$ 7,595.71		$ 29,214.27
103 *	690 *	1160605 *	20105 31787*13098*CPH ENGI	23,671.98	Engineering & permitting	103-CP.INVD-10-13			$ 17,517.27	$ 6,154.71		$ 23,671.98
103 *	690 *	1160605 *	20105 31787*13098*CPH ENGI	400	Engineering & permitting	103-CP.INVD-10-13			$ 296.00	$ 104.00		$ 400.00
103 *	690 *	1160605 *	20105 35298*13098*CPH ENGI	2,395.49	Engineering & permitting	103-CP.INVD-12-12			$ 1,772.66	$ 622.83		$ 2,395.49
103 *	690 *	1160605 *	20105 37333*13098*CPH ENGI	1,600.18	Engineering & permitting	103-CP.INVD-12-15			$ 1,184.13	$ 416.05		$ 1,600.18
103 *	690 *	1160605 *	20105 37333*13098*CPH ENGI	11,158.02	Engineering & permitting	103-CP.INVD-12-15			$ 8,256.93	$ 2,901.09		$ 11,158.02
103 *	690 *	1160605 *	20146 31788*19632*CROY DEV	1,413.00	L/S inspection services	103-CP.INVD-10-13				$ 1,413.00		$ 1,413.00
103 *	690 *	1160605 *	20146 35971*19632*CROY DEV	1,777.50	L/S inspection services	103-CP.INVD-12-13				$ 1,777.50		$ 1,777.50
	690 *	1160605 *	20146 46151*20115*EQUIBORE	184,665.00	Directional drilling	103-CP.INVD-06-08			$ 184,665.00			$ 184,665.00
	690 *	1160605 *	20146 41167*19035*LEHIGH E	11,156.00	Pipe locating services	103-CP.INVD-06-07			$ 11,156.00			$ 11,156.00
103 *	690 *	1160605 *	20146 36943*18627*MOON PLU	25,425.00	Surveying	103-CP.INVD-12-14			$ 25,425.00			$ 25,425.00
	690 *	1160605 *	20146 38419*14835*TRI-SURE	460,134.59	Draw #6 & CO #2	103-CP.INVD-04-05			$ 412,807.49	$ 47,327.10		$ 460,134.59
	690 *	1160605 *	20146 39236*14835*TRI-SURE	102,528.00	Change Order #1	103-CP.INVD-05-08				$ 102,528.00		$ 102,528.00
	690 *	1160605 *	20146 51018*14835*TRI-SURE	242,949.85	Draw #7 & CO #3	103-CP.INVD-06-09		$ 80,400.00	$ 95,757.85	$ 56,792.00	$ 10,000.00	$ 242,949.85
103 *	690 *	1160605 *	20146 25173*14835*TRI-SURE	268,486.20	Draw #1	103-CP.INVD-08-05			$ 268,486.20			$ 268,486.20
103 *	690 *	1160605 *	20146 28473*14835*TRI-SURE	504,468.00	Draw #2	103-CP.INVD-09-02			$ 431,272.80	$ 73,195.20		$ 504,468.00
103 *	690 *	1160605 *	20146 31786*14835*TRI-SURE	484,085.99	Draw #3	103-CP.INVD-10-13			$ 471,935.99	$ 12,150.00		$ 484,085.99
103 *	690 *	1160605 *	20146 33761*14835*TRI-SURE	347,219.44	Draw #4	103-CP.INVD-11-08			$ 339,119.44	$ 8,100.00		$ 347,219.44
103 *	690 *	1160605 *	20146 38078*14835*TRI-SURE	343,111.77	Draw #5	103-CP.INVD-12-15		$ 12,600.00	$ 73,765.17	$ 166,746.60	$ 90,000.00	$ 343,111.77
			TOTAL					**$ 93,000.00**	**$ 2,431,053.18**	**$ 511,018.83**	**$ 100,000.00**	**$ 3,135,072.01**
						Proj cost less mob, bonds, ins		$ 25,200.00	$ 1,878,535.84	$ 456,448.00	$ 180,000.00	$ 2,540,183.84
						Mob, bonds, ins		$ 11,919.21	$ 166,500.00	$ 33,764.43	$ 12,816.36	$ 225,000.00
								5%	74%	15%	6%	
						Total by account, Tri-Sure Corp contract only		$ 37,119.21	$ 2,045,036.58	$ 490,212.58	$ 192,816.36	$ 2,765,183.84

EXHIBIT 2-25

SANDALHAVEN WASTEWATER TREATMENT FACILITY

WASTEWATER MASTER PLAN

FOR:

UTILITIES, INC. OF SANDALHAVEN
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714

September 2004

PREPARED BY:

CPH ENGINEERS INC.
101 NORTH WOODLAND BOULEVARD, SUITE 100
DELAND, FL 32720
PHONE: (386) 736-4142 FAX: (386) 736-8412
CPH Job No.: U0746

1.0 INTRODUCTION

Sandalhaven Wastewater Treatment Facility is located in eastern Charlotte County east of County Road 775 and south of Gasparilla Pines Boulevard. A location map can be seen in Figure 1-1. The Facility treatment capacity is currently rated at 150,000 gallons per day (gpd). The Facility experiences significant seasonal variation in flows primarily due to an increase in the population during the winter months (November through March).

This master plan was prepared to express the future needs of the Facility and will attempt to project the ultimate wastewater demands in the existing service area by analyzing zoning and future land use maps. This wastewater projection was used to analyze the Utility's future options regarding the wastewater treatment and disposal. The options considered in meeting the flow projections are:

1. Expand the Facility to treat all current and future flows.
2. Abandon the Facility and convert it into a master pumping station and send all the flow current and future to Englewood Water District.
3. Abandon the Facility and convert it into a master pumping station and send all the flow current and future to Charlotte County.
4. Enter into a bulk agreement with Englewood Water District to treat only future flows.
5. Enter into a bulk agreement with Charlotte County to treat only future flows.

2.0 EXISTING

2.1 SERVICE AREA

The Sandalhaven Wastewater Treatment Facility's service area is located in eastern Charlotte County. The service area is bounded by the Intercoastal Waterway on the west, Buck Creek on the north, Arlington Drive and the Rotonda West in the east, and the south end of Don Pedro State Park. There are two golf courses and two parks within the service area, which comprise approximately 33% of the service area. The golf courses, Lemon Bay and Wildflower, are located in the northern portion of the service area. One park is located in the east-central portion, and Don Pedro State Park makes up the southern most boundary point of the service area. The remaining areas consist of high, medium, and low-density residential areas (developed and undeveloped), commercial areas, and industrial areas. There are minimal amounts of wetlands located within the service area; therefore, much of the remaining area could be developed. Figure 2-1 illustrates the zoning in the service area.

The areas of development primarily consist of single-family and multi-family residential homes. Approximately 189 acres of the service area (74%) is undeveloped with the ability to be developed.

The service area has four areas that are zoned commercial, and they are located along County Road 775, as shown in Figure 2-1. There is a small section of area zoned industrial on the Intercoastal where the Marina is located.

2.2 WWTF DESCRIPTION

Sandalhaven Wastewater Treatment Facility is located in the Fiddlers Green community. The Facility operates under Florida Department of Environmental Protection Permit # FLA014053. The treatment plant has a rated capacity of 150,000-gallons per day, annual average daily flow. The facility site plan is shown in Figure 2-2.

The collection/transmission system is comprised of approximately 5.25-miles of gravity sewer, approximately 3.7-miles of force main, and 12 lift stations. The Facility does not contain a master pump station. Locations of the lift stations are shown in Figure 3-1. There are seven (7) lift stations associated with the northern portion of the service area. These lift stations are 4, 5, 6, 7, 8, 9 and 11. Lift stations 8, 9, and 11 serve the Lemon Bay Golf and Country Club Estates. Lift stations 9 and 11 feed into lift station 8. Lift station 8 then pumps raw wastewater across County Road 775 to lift station 4. Lift station 4 also receives flow from lift station 7. Lift station 4 then pumps directly into lift station 5. Lift station 5 then pumps to the WWTP through a 6-inch force main. Lift station 6 also pumps directly to the wastewater plant by manifolding into the 6-inch force main from lift station 5.

The southern portion of the service area is comprised of five (5) lift stations. These lift stations are 1, 2, 3, 10 and 12. Lift stations 3, 10 and 12 all feed a 4-inch force main that runs along County Road 775. This 4-inch force main dumps into a manhole that ultimately feeds lift station 2. Lift station 2 pumps to a manhole that is connected with lift station 1. Then lift station 1 pumps directly to the WWTP through a 4-inch force main.

The influent flow enters the plant through 4-inch and 6-inch force mains, directly from lift stations 1 and 5/6, respectively. The influent flow enters into the circular steel plant through a manual bar-screen and then into the surge chamber. The surge chamber and manual bar-screen are the only pre-treatment processes for the plant. The steel plant also provides extended aeration and clarification. Treated water then enters into one of two sand filters for final filtration. The filtered water then enters one of two chlorine contact chambers for disinfection.

The Facility has two permitted disposal sites (R-001 and R-002) for effluent water. Disposal site R-001 consists of three rapid infiltration basins (RIBS) with a permitted capacity of 0.150 MGD annual average daily flow. These rapid infiltration basins are located on site and contain a bottom area of approximately 32,670 square feet.

Disposal site R-002 is considered a slow-rate public access disposal site for golf course irrigation at the Wildflower golf course. The finished water is stored in a lined storage pond on the wastewater facility site. R-002 has a permitted capacity of 0.100 MGD annual average daily flow. The reuse water is transferred from the Facility's on site storage pond to either one of two off site storage ponds located at the Wildflower Country Club & Golf Course. Both off site holding ponds are isolated from the public. The reuse water can be introduced into the golf course irrigation system from either of the two off site storage ponds. The golf course irrigation system can be supplemented by a main irrigation lake which is supplied by the on site storm water management system.

2.3 EXISTING DEMANDS

The Sandalhaven Wastewater Treatment Facility experiences seasonal flow variations. The Facility usually maintains its peak flows in the months of November through March, due to increases in seasonal residences. As of December 2003, Sandalhaven Wastewater Treatment Facility has 889 service connections. This would produce a flow of 102 gallons per service connection, based on the annual average daily flow (AADF) for 2003 of 0.091 MGD. In 2003, the monthly flow varied from 0.116 MGD in March to 0.073 MGD in May. The service area's large seasonal population accounts for this variation. The flows per connection range from 82-130 gpd. For the purpose of flow projection in this analysis, the water usage chart provided by the Utility was utilized for all future flows.

3.0 FUTURE

3.1 FUTURE DEVELOPMENT

Throughout the Sandalhaven Wastewater Treatment Facility's service area, there are nine (9) main residential areas that are not developed. Four of the areas are zoned for High Density Residential (i.e., apartment homes and condominiums). Two are zoned for Low Density residential (i.e., single family residential homes) and three are zoned for Medium Density Residential (i.e., duplexes or single family residential homes with small lots). Figure 3-1 shows the potential future development of the area. Further, Wildflower Country Club is considering selling half of their golf course for development.

The known and anticipated development in the area includes a 73 unit mobile home community (Pines at Sandalhaven) in the northern portion of the service area, a 48 unit hotel (Ships Lantern) near the marina, a 112 unit high-rise condominium (Hacienda Del Mar) in the southwest portion of the service area, a 200 unit development (Mangrove Point) south of the WWTP, a 100 unit development in the medium density area south of Hacienda Del Mar, and an expansion to the Cape Haze Plaza (commercial). These five known residential developments are anticipated to add 533 connections. The addition to the Cape Haze Plaza is projected to add 4-acres of development, which is approximately equivalent to10 more connections.

In order to determine the approximate build-out for the service area, the nine residential areas were compared to similar areas that have already been developed. The potential amount of units that can be developed in the four High Density Residential areas is approximately 2,105. The 2,105 units, assumes half the golf course would be developed as high-density residential. Redeveloping the golf course area could potentially provide 465 service connections. The two low density areas are located along County Road 775 and east of the Wildflower Golf Course, respectively. The Utility is aware that approximately three 5-acre residential lots were developed in the low density residential area, east of the Wildflower golf course. By taking into account the three 5-acre lots, the potential amount of connections projected for the low density residential are 150. The three medium density areas are along County Road 775, contain approximately 33.5-acres. These areas could potentially add 340 connections. Combined, these nine (9) undeveloped areas could potentially add 2,595 service connections.

Within the service area there are six (6) non-residential areas that can be further developed, including the Cape Haze Plaza. These areas include five (5) commercial areas and one light-intensity industrial area, all of which are located along County Road 775. Combined, the five commercial areas contain approximately 74-acres. Taking a conservative estimate that 30% of the commercial areas remain to be developed leaves approximately 23-acres of building space in the five commercial areas. Since these areas are along County Road 775, we could assume that these areas will be developed into restaurants, offices, hotels, and retail stores. Assuming there could potentially be five (5) restaurants, 720,000 square feet (sf) of store frontage and 250,000 sf of offices, could increase the amount of equivalent connections by 50. The Utility is aware that a

developer is interested in the light density industrial area. The Utility was informed that the developer wants to construct a hotel and other amenities in this area. Currently, the developer is estimating 100,000 gpd of wastewater, which is equivalent to 500 connections.

Table 1: Future Development

Name of Development	Number of Units	Estimated Flow (gpd)	Known / Potential	Time
Pines at Sandalhaven	73	14,600	Known	Currently Accepting Residents
Mangrove Point	250	47,500	Known	December 2006
Ships Lantern Hotel	48	9,600	Known	Unknown
Marina Redevelopment	-	150,000	Potential	September 2006
Hacienda Del Mar	112	17,400	Known	Under Construction
Wild Flower Golf Course Redevelopment	465	93,000	Potential	Property for Sale
Cape Haze Plaza	-	5,260	Known	Under Design
Low Intensity Residential (east of Wild Flower)	100	20,000	Potential	Unknown
Low Intensity residential (west of Fiddlers Green)	50	10,000	Potential	Unknown
Medium Density Residential (south of Hacienda Del Mar)	100	20,000	Known	Under Design
High Density Residential Areas Surrounding the Park	1,640	328,000	Potential	Unknown
Medium Density Residential Areas Along County Road 775	340	68,000	Potential	Unknown
Undeveloped Commercial Areas	-	10,000	Potential	Unknown
TOTAL	*3,178	**793,360		

*Not including the commercial connections.
**Not including the current wastewater flows.

At build-out the Facility could have approximately 4,937 service connections. Since the service area contains a minimal amount of wetlands, it is feasible the remaining undeveloped areas could be developed.

3.2 FUTURE DEMANDS

Future demands on the Facility are dependent upon development within the service area. The known development consists of the Pines at Sandalhaven development (14,600 gpd), the Mangrove point development (40,830 gpd), the Ships Lantern Hotel (9,600 gpd), Hacienda Del Mar (17,400 gpd), the Cape Haze Plaza addition (5,260 gpd), the 100 unit development south of Hacienda Del Mar (20,000 gpd), and the development in the light density industrial area (150,000 gpd). Combined, these additions to the service area would increase the raw wastewater flow by 257,690 gpd. These seven known and anticipated demands potentially place the Facility's seasonal high influent flow at a 357,690 gpd, which is 207,690 gpd over the existing design capacity.

The anticipated development in the area includes the undeveloped residential and commercial areas in the service area. According to the projection, potentially 2,480 residential connections can be added to the service area. By applying a per connection flow of 200 gpd per connection, from the water usage chart, these 2,480 connections can add approximately 496,000 gpd of raw wastewater. This is dependent upon development of the undeveloped areas. That would bring the Treatment Plants influent flow to approximately 853,690 gpd, not including commercial and industrial areas. This flow would necessitate a recommended residential buildout treatment capacity of approximately 900,000 gpd.

The remaining areas, which are comprised of four commercial areas and one industrial area, are dependent upon what type of development occurs. The Utility is aware that a developer is interested in developing the light intensity industrial area and expanding the Cape Haze Plaza. Since, both of these developments are known, their flows have been accounted for. It can be assumed that the four commercial areas will either be stores, offices or restaurants. Approximately 23-acres of the four (4) commercial sites can be developed. Based on the water usage chart, stores will produce approximately 5 gpd per 100 square foot (sf), offices will produce approximately 10 gpd per 1,000 sf, and restaurants will produce approximately 50 gpd per seat. A conservative estimate will approximate 5 restaurants, each with a seating capacity of 150, approximately 720,000 sf of store frontage and 250,000 sf of offices. Combined, these areas could increase the raw wastewater flow by 81,000 gpd, which would increase the overall plant capacity to 935,000 gpd.

ALTERNATIVES

Based on the circumstances the Facility could face in the future, five options have been considered. Currently there are seven projects within the service area that are scheduled for development or anticipated for development. These areas are proposed to increase the wastewater flow by approximately 203,190 gallons per day (based on projected flows in the permit application). Based on zoning and undeveloped areas, build out would require the Facility to have a treatment capacity of approximately 896,190 gpd, nearly five and a half times the existing capacity. A design capacity of at least 1.0 MGD is recommended for any expansions to the facility. Five options have been evaluated based on future development to determine which best suits the Utility's intentions.

The five options are as follows:

1. The first option is to expand the capacity of the existing wastewater treatment facility and disposal sites.
2. The second option is to abandon the Sandalhaven WWTF and construct a master pump station with force main and add additional infrastructure requirements needed to transport all the sewage to the Englewood Water District through a bulk agreement.
3. The third option is to abandon the existing facility and construct a master pump station with force main and add additional infrastructure requirements needed to transport all the sewage to the Charlotte County through a bulk agreement.
4. The fourth option is to maintain the existing treatment plant at the existing capacity of 0.15 MGD and pump the excess flows to Englewood Water District through a bulk agreement.
5. The fifth option is to maintain the existing treatment plant at the existing capacity of 0.15 MGD and pump all excess flows to Charlotte County through a bulk agreement.

4.1 OPTION 1A & 1B

Option 1 modifies the existing WWTP in order to increase the capacity to treat all future flows. In order to increase the design treatment capacity of the Facility to 1.0 MGD, other plant modifications must be done as well. These modifications include increasing the design capacity of the existing percolation ponds and/or increasing the capacity of the reclaimed water disposal sites.

Treatment

The first step expands the existing treatment plant to obtain a higher treatment capacity. While the build-out treatment capacity is estimated at 935,000 gpd, it is recommended that a treatment capacity of 1.0 MGD be pursued. This puts the facility at 93% of capacity at build-out. Further, this allows for excessive flows due to high rains, equipment maintenance, etc.

The expansion of the wastewater facility could be performed in two different ways. Option 1A includes the construction of two (2) 0.500 MGD treatment facilities, which

could be performed in two stages. Option 1B includes the construction of three (3) 0.333 MGD treatment plants, which could be performed in three phases. Both of these scenarios are dependent upon available land.

Option 1A includes the expansion of the Sandalhaven Wastewater Treatment Facility by constructing two (2) 0.500 MGD wastewater package plants. This option could be performed in two stages. The first stage would be the construction of a 0.500 MGD plant, which would give the facility a treatment capacity of 0.650 MGD. As part of the first phase, the Utility would have to construct a new filter, chlorine contact chamber (CCC), transfer pump station, a 1.5 MG reclaimed water ground storage tank, and a high service pumping station. The second phase includes the construction of a second 0.500 MGD treatment plant and modifying the existing 0.150 MGD plant into a surge tank for the facility. This phase also includes modifying the proposed filter and CCC to 1.0 MGD each. The two (2) 0.500 MGD plants would provide the required amount of treatment capacity and the existing 0.150 MGD plant contains enough volume to be sufficient for the surge tank. There are two possible locations for constructing the proposed 0.500 MGD plants. Since Pond #4 has historically had problems percolating, the pond could be decommissioned and the proposed 0.500 MGD plants could be constructed inside Pond #4. Decommissioning Pond #4 to place both WWTP's inside would decrease the capacity of the disposal site R-001 (0.150 MGD annual average daily flow rapid rate infiltration basin) by 56,000 gpd, leaving less than 100,000 gpd available for disposal. The ground storage tanks would have to be constructed in Pond #1, which would further decrease disposal site R-001. Figure 4-1, illustrates the locations of each structure for option 1. The other possible location is an undeveloped area south of the WWTP site. The Utility may have the ability to acquire this piece of land through a developer's agreement. This area is approximately 1.5-acres, which is sufficient enough to accommodate both 0.500 MGD plants. This area would provide the Utility the land necessary for expansion, without having to make any site modifications to the existing WWTP site. Figure 4-2A depicts the proposed site layout. If the Utility can acquire this land through impact fees, it should be more feasible than constructing inside Pond #4, depending upon the site conditions. The costs associated with constructing two (2) 0.500 MGD WWTP and associated equipment capable of producing public access effluent are approximately $8,500,000

Option 1B includes the expansion of the Sandalhaven Wastewater Treatment Facility by constructing three (3) 0.333 MGD package plants. This option could be constructed in three (3) phases. The first phase would include the construction if a 0.333 MGD package plant. This initial phase would place the treatment capacity of the plant at 0.483 MGD. Along with the initial 0.333 MGD package plant, the Utility would have to construct a 1.0 MG ground storage tank to accommodate for the three days wet weather storage, a transfer pump station, high service pumping station, new tertiary filter, and chlorine contact chamber (CCC). The Utility would be able to utilize its existing ponds for one days reject storage. The second phase would include the construction of a second 0.333 MGD package plant, which would increase the treatment capacity to 0.816 MGD. Along with the package plant the Utility would have to increase its storage, pumping and filtration capacities. In the second phase the Utility must have at least 2.0 MG of wet

weather storage. The filter and high service pumps will have to be increased to meet the plant capacity (0.816 MGD). The third phase will provide enough capacity for buildout. This phase includes a third 0.333 MGD package plant and modifying the existing 0.150 MGD plant to a surge tank. A third 1.0 MG ground storage will be required to meet the FDEP storage requirement for wet weather storage. The high service pumping and filtration capacities will have to be increased as well to meet the treatment capacity. The third package plant will provide a treatment capacity of 1.0 MGD. Along with the third plant, the filters and pumps would have to be increased to 1.0 MGD. Figure 4-2B illustrates the possible locations for this option. The total costs associated with three (3) 0.333 MGD package plants and all associated equipment is approximately $10,000,000

Disposal

Along with treatment capacity, the disposal capacity would need to be increased to 0.900 MGD. Currently, the design capacity of the existing rapid infiltration basins (R-001) is rated for 0.150 MGD. R-002 is rated for 0.100 MGD at the Wildflower Golf Course. This yields a total permitted disposal capacity of 0.250 MGD. If half the golf course is redeveloped, the overall disposal capacity should be reduced to 0.200 MGD. Therefore, a capacity increase of 0.800 MGD is required.

The area required for a new percolation pond was analyzed at three (3) different flow rates. The soil information used for this analysis was taken from a geotech report written by The Colinas Group. This report was written as part of an evaluation of the existing percolation ponds onsite. It was determined that the infiltration rate was 5 feet per day and the ground water table was two feet below the pond bottom. It was assumed that these same conditions would apply at a new percolation pond site. The first flow rate analyzed was 300,000 gallons per day (gpd). This flow rate generates a pond area of approximately 12 acres. The other two flow rates analyzed were 600,000 gpd and 1.0 MGD. These flow rates generated a pond area of 25 and 41 acres, respectively. Another percolation pond site can be acquired, however, due to the typically poor percolation capacity in the area, this is not recommended.

The reuse system (R-002) can be expanded to account for some of the flow. If all future single-family homes (approximately 223) were connected, a reclaimed capacity of approximately 0.100 MGD could be added. This expands the disposal capacity of the facility to only 0.300 MGD. Common area irrigation can be added as well to increase capacity, however, there may not be enough common area to make it either technically or financially feasible.

The reclaimed system can also be expanded to deliver reuse to either Charlotte County or Englewood Water District. This allows the facility full disposal capabilities. Part of the cost of any reuse expansion will include the mandatory 3-days wet weather storage and one-day reject storage. Preliminary discussions have been initiated with both Charlotte County and Englewood and both Utilities are willing to accept additional reclaimed water. This solution can be considerably less expensive than trying to expand the reclaimed system within the service area. The main cost for this expansion would be the

construction of a reclaimed pipeline to the neighboring utility and the required storage. At buildout, the required wet weather and reject storage shall be 3.0 MG and 1.0 MG, respectively. However, if the expansion of the facility is kept onsite, the available reject storage is approximately 466,250 gallons, assuming a 3-feet pond depth. That is 533,750 gallons short of the required amount. The wet weather storage can be accommodated by the construction of two (2) 1.5 MG ground storage tanks. The tanks can either be constructed in percolation Pond #4, or on the land south of the existing WWTP site. Currently, the ponds 1, 2, and 3 have an available pond capacity of approximately 742,000 gallons, assuming a 3-feet depth. If pond 1 can be converted from a holding pond to a percolation pond, it will provide the necessary amount of volume required for reject storage, combined with the other ponds.

Of the options for effluent disposal, delivering public access reclaimed water to a neighboring Utility is the most desirable and is the recommended means of disposal. This recommendation would require the Utility to construct a storage tank and high service pumping. According to the preliminary meeting with Englewood Water District, they are willing to accept reclaimed water from Sandalhaven. This option would include the construction of a reclaimed water main along with storage and high service pumping. The major cost associated with this option will be the construction of a reclaimed water main from the Sandalhaven WWTF to Englewood's WWTF. This 10-inch transmission main will approximately be 13,000 feet in length. The cost associated with the construction of the pipe is approximately $325,000. The representatives from Englewood stated that if an agreement were reached, they would like Sandalhaven's reclaimed water main to directly manifold into their clearwell. There is no precedent on which to base an impact fee for the connection of the reclaimed system into the Englewood system. However, Englewood has constructed an 8.0 MGD deep injection well, which cost approximately $4,000,000. Therefore, we can conservatively estimate that the impact fee will be based on Englewood recovering a respective portion of this construction cost. This yields an estimated impact fee of $500,000 per 1.0 MG. According to this report, at buildout the Sandalhaven WWTP will require approximately 1.0 MGD of disposal capacity. This impact fee can likely be spread out over time with the incremental increases to the wastewater facility capacity. In the first phase of construction (0.500 MGD plant) Sandalhaven should require 0.500 MGD of reclaimed disposal. This anticipated disposal flow generates an estimated impact fee of $250,000. The other half of the impact fee ($250,000) could be paid when the second phase of construction (0.500 MGD plant) is complete.

If this option is considered Sandalhaven and EWD together would have to hire a third party consultant to generate a base rate (impact fee) and a per thousand gallon rate. The base rate would cover any costs associated with capacity. The per thousand gallon rate would cover any costs associated with pumping and distribution of the reclaimed water. The representatives from EWD stated a preliminary per thousand gallon rate of $2.00. At buildout this best guess rate would costs Sandalhaven $1,625 per day ($600,000 per year) to send EWD reclaimed water. The estimated total cost for Option 1A (2 - 0.500 MGD plants) for phases 1 and 2, including the reclaimed transmission main are $4,750,000.00 and $4,250,000.00. A combined cost for constructing a 1.0 MGD extended aeration plant

with 3.0 MG of storage capacity is approximately $9,000,000.00, plus the costs per year to send Englewood reclaimed water. The estimated cost for Option 1B (3 - 0.300 MGD plants) for phases 1-3, including the reclaimed transmission main is approximately $10,500,000.

4.2 OPTIONS 2 & 3

Options 2 and 3 both entail abandoning the existing wastewater plant and sending all sewer flows through a bulk agreement to either Englewood (Option 2) or Charlotte County (Option 3). These options include the abandonment of the existing wastewater plant and the construction of a master pump station and associated force main.

The construction of the master pump station allows the Utility to still operate and maintain the collection/transmission system within their service area. The master pump station can be constructed on the wastewater plant site. The capacity of this station should be designed to handle the peak flows through the system. The buildout flows were estimated to be 935,000 gpd or 650 gpm. Peak flows can be approximated at 3 to 4 times the average flows. This yields a pump station capacity of up to 2,600 gpm. A triplex submersible pump station is recommended. The cost to construct the lift station is estimated to be $500,000.00

The Englewood connection point is estimated at approximately 13,000 ft from the plant. The force main would be constructed as shown in Figure 4-3. This force main should be 10-12 inches in diameter to minimize pressure losses in the pipe while maintaining a velocity above two feet per second. The cost to construct this force main is estimated to be $325,000. The total estimated cost of Option 2 is approximately $1,000,000

The actual size and model of the pumps should be further analyzed if this option is chosen. An analysis of the lift station pumping system can be completed to more accurately size the master lift station pumps. This analysis would determine the peak flows based on the pumping rates of the existing and proposed lift stations. Information regarding the connection point to determine the head condition placed on the master lift station pumps would also need to be determined prior to design.

The Charlotte County connection point is approximately 5,000 ft from the plant. The force main would be constructed as shown in Figure 4-4. This force main should be 10-12 inches in diameter to minimize pressure losses in the pipe while maintaining a velocity above two feet per second. The estimated cost to construct this force main is approximately $250,000. The total cost of Option 3 is $550,000. However, Charlotte County stated that they would be hesitant in taking raw wastewater.

The Utility may be able to transfer raw wastewater to Englewood by redirecting their existing lift stations. This would entail modifying several lift stations and installing new force mains. This option was briefly reviewed and is not expected to greatly differ in cost from the proposed option. Further, sufficient information is not available to properly model the system to determine the feasibility of this alternative.

The major drawback to either Option 2 or 3 is the potential loss of revenue. Depending on the bulk treatment rate, these options may not be the best long-range alternative. However, due to the low capital cost the Utility should investigate the bulk rates that Englewood would charge and perform a cost-benefit analysis compared to the other options. In the initial conversations with Charlotte County, they are very hesitant on treating raw wastewater. From a meeting with EWD, they would accept raw wastewater from Sandalhaven. They also stated to us, that they were currently working with a consultant to generate new impact fees for bulk agreements. The representatives from EWD stated that they would prefer Sandalhaven pump their raw wastewater directly to the Englewood's WWTF.

If this option were considered Sandalhaven would have to purchase capacity in Englewood's WWTF. The preliminary costs associated with purchasing capacity in Englewood's WWTF is approximately $1,000,000 for 200,000-gallons of raw wastewater. At buildout, Sandalhaven would have purchase approximately 1.0 MG of capacity. This flow generates a cost of approximately $5,000,000. The per thousand gallon treatment charge generated by PRMG, the third party consultant for Englewood Water District is $7.28 per thousand gallons. At buildout, a flow of 1.0 MGD would cost Sandalhaven approximately $7,280 per day ($2,657,000 per year). The length force main that would connect Sandalhaven's service area to Englewood's WWTF would be approximately 13,000 linear feet. The costs to construct this length of force main and a master lift station would be approximately $1,000,000. The total costs adding the impact fees and per thousand gallon rates for Englewood would be approximately $6,900,000, plus $7.28 per thousand gallon.

4.3 OPTIONS 4 & 5

Options 4 and 5 both involve maintaining the existing plant at the design capacity of 0.150 MGD, and entering into a bulk agreement with Englewood Water District (Option 4) or Charlotte County (Option 5) to treat the additional flows. These options would entail the construction of a new force main to the connection point with the neighboring utility. These options can be pursued in two ways. The first way is to construct a master lift station and force main very similar to Options 2 and 3 with similar costs (maybe slightly less due to lower pumping requirements). The second way is to divert flows from existing lift stations as detailed below.

In order to ensure the plant maintains a flow of 0.150 MGD certain lift stations throughout the service area would have to be directed to either Englewood Water District or Charlotte County. Currently, there are twelve (12) lift stations throughout the service

area. Lift stations 8, 9, and 11 operate and maintain the Lemon Bay Golf & Country Club Estates. At buildout this community will have approximately 93 single-family homes, which constitutes a raw wastewater flow of approximately 19,000 gpd. Lift stations 1, 2, 4, 5, 6, and 7 operate and maintain the northeast portion of the service area. Currently, this area generates the majority of the raw wastewater flow. These lift stations alone account for approximately 70% or 81,000 gpd of the current raw wastewater. This area has little room for growth. Potentially 200 more single family connections could be made, which would increase the raw wastewater to approximately 150,000 gpd from these six lift stations. If half of the golf course is developed into high density residential, it should increase the number of service connections by 465. These 465 connections should produce approximately 93,000 gpd of raw wastewater, which would place the influent flow from the northern portion of the service area at approximately 230,000 gpd at buildout. Lift stations 3, 10, and 12 operate and maintain the southern portion of the service area. This is the area that should experience the majority of the growth. Currently, these three lift stations account for 30% or 35,000 gpd of the raw wastewater. At buildout this area could potentially generate 665,000 gpd of raw wastewater flow, nearly 70% of buildout flow. However, not enough information is known about the existing lift stations. For this report we assumed the construction of a master lift station onsite, similar to option 2.

To connect with Englewood Water District and ensure that the Facility maintains a flow of 0.150 MGD, the Utility would have to construct a new force main. Since, the southern portion of the service area should experience the majority of the growth, it may be easier to transport that flow to Englewood Water District. That would involve transferring lift stations 3, 10, and 12. In order to transport the raw wastewater flow, pump modifications will be required for lift stations 3, 10, and 12. This can be performed by constructing a new force main along County Road 775, which would connect with the existing force main on County Road 775. This force main should be 8-10 inches and would run north along County Road 775 to the connection point with Englewood, which is approximately 13,000 feet north of the Sandalhaven's service area. Adequate valves would be placed along the force main to ensure that Sandalhaven's operators could vary the flow during the non-peak season.

As stated earlier, the representatives from EWD noted that they would prefer Sandalhaven to pump their raw wastewater directly to their WWTF. This option would include construction of a dedicated force main directly to Englewood's WWTF, approximately 13,000 feet in length. The costs associated to modify the existing lift stations to pump directly to Englewood are unknown, due to the lack of information. For this option it was assumed that a master lift station could be constructed onsite to transfer the excess raw wastewater to Englewood. To ensure that the existing plant maintains a flow of 0.150 MGD, modifications to the headworks may be required. The force main would be constructed as shown in Figure 4-5. To construct a new master lift station, make modifications to the headworks, and construct a force main is estimated at approximately $1,100,000. The capacity purchase charge for this option will be less than option 2, since the existing WWTF will be maintained. To purchase 850,000-gallons of capacity (buildout) will approximately cost $4,250,000, plus $7.28 per thousand gallon

sent to Englewood. The total estimated cost for option 4 is approximately $5,350,000, plus the per thousand gallon fee of $7.28.

The Utility has two options to connect with Charlotte County and guarantee the Facility maintains a flow of 0.150 MGD. The Utility would have to construct a force main to connect with Charlotte County. Charlotte County's service area borders Sandalhaven's service area in the east. This can be performed by constructing a new force main from the WWTP to the connection point with Charlotte County. It would be more feasible to transfer the raw wastewater flow from the northern portion of the service area, but this flow could not ensure the plant operates at 0.150 MGD during peak season. By constructing a force main to connect with the influent line from lift station 1 would allow the utility to transfer the flow from the southern portion of the service area to Charlotte County. The proposed force main would run east, adjacent to the 6-inch force main from lift station 5. Sufficient valves would be installed at the WWTP to ensure the plant operates at 0.150 MGD. This option is illustrated in Figure 4-6. The Utility may have the ability to redirect the force main along County Road 775. If the Utility has this option, it may require fewer modifications to the existing force main. The Utility mentioned that they might have the capability of acquiring the ownership of lift station 12 (Cape Haze Plaza). If the Utility acquires this lift station, it might be feasible to modify this lift station into a master lift station. From lift station 12, the Utility could run a force main north along the park, to the connection point with Charlotte County. This option would require the Utility to purchase an easement to construct the force main from lift station 12. This option is illustrated in Figure 4-7. The total estimated cost of Option 5 is $750,000. Since Charlotte County is not interested in treating Sandalhaven's raw wastewater, this option should not be considered.

These Options appear to be the most cost effective to pursue, capitally. The main operating difference between Options 4 and 5, and Options 2 and 3 is that Options 4 and 5 would incur higher operating costs due to manning and maintaining the treatment facility.

5.0 RECOMMENDATIONS

The Options outlined in this report provide only a guide for making future decisions on the treatment of future wastewater flows. There are several other issues to consider, such as the bulk sewer rates, the bulk reuse rates (if any), and the timing of development. The timing of the development of the area could have the greatest impact. The main factor in determining a potential timing problem is the current available capacity in the Charlotte County and Englewood systems.

It was determined that any agreement with Charlotte County would not be feasible, since they are not capable of handling Sandalhaven's needs. To our knowledge, at this time Charlotte County does not have the capacity to receive raw or reclaimed flows. However, Englewood stated to us in a meeting on August 30, 2004 that the timing was good for either a raw wastewater or reclaimed water interconnect. Englewood is scheduled to increase the capacity in their WWTP and their reclaimed disposal system. Englewood's treatment plant expansion has given them the ability to receive over 0.5 MGD in the short term. Englewood further stated that they would give Sandalhaven first refusal when the time came to enter into the bulk agreement. Englewood is in the final stages of permitting their ASR well (aquifer storage and recovery). This will enable them to commit to accepting all of Sandalhaven's reclaimed effluent. Further, Englewood's ASR well may be sufficient to satisfy the wet weather requirements for the Sandalhaven facility, thereby reducing the cost to construct future treatment capacity.

Therefore, the two most feasible options are tabulated below for your reference.

Table 2: Options

*OPTIONS	EQUIPMENT	COST
1A: Expansion of the plant by adding two (2) 0.500 MGD plants	-	
Phase I:	One (1) 0.500 MGD package plant, 1.5 MG ground storage tank, high service pumps, CCC, tertiary filter, transmission main (for disposal), Impact fee	4.75 million (plus $2/1000 gallon)
Phase II:	One (1) 0.500 MGD package plant, 1.5 MG ground storage, 0.5 MGD filter capacity, high service pumps, CCC, Impact fee	4.25 million (plus $2/1000 gallon)
1B: Expansion of the plant by adding three (3) 0.300 MGD plants	-	
Phase I:	One (1) 0.333 MGD package plant, 1.0 MG storage tank, CCC, tertiary filter, high service pumps, transmission main	4.16 million
Phase II:	One (1) 0.333 MGD plant, 1.0 MG storage tank, expansion to filter and high service pumps	3.16 million
Phase III:	One (1) 0.333 MGD plant, 1.0 MG storage tank, expansion to high service pumps and filter	3.16 million
Option 2: Transfer all flow to Englewood	Master lift station, associated components, force main, and impact fees	6.9 million (plus $7.28/1000 gallon)
Option 3: Transfer all flow to Charlotte County	Master lift station, associated components, force main	Not Applicable
Option 4: Maintain existing plant and send future flows to Englewood	Master lift station, associated components, force main, modifications to headworks, and impact fees	5.4 million (plus $7.28/1000 gallon)
Option 5: Maintain existing plant and send all future flows to Charlotte County	Master lift station, associated components, force main, modifications to headworks, and impact fees	Not Applicable

Due to the impact fees, option 1 may be the best solution. Option 1 entails the construction of 1.0 MGD of treatment capacity. This option can be performed in two phases. Phase 1, will consists of a 0.50 MGD extended aeration plant, tertiary filter, and chlorine contact chamber (CCC). This phase will also include a 1.5 MG ground storage tank, high service pumping and electrical building. Phase 2, will consist of a second 0.50 MGD extended aeration plant and a 1.5 MG ground storage tank. The filter and CCC will have to be modified for the phase 2 expansion. The proposed locations for the treatment structures can be observed in Figures 4-1 and 4-2A. However, this option is dependent upon disposal.

Option 1A is recommended over option 1B, due to the lower cost. It will be less expensive to construct two (2) 0.500 MGD plants instead of three (3) 0.333 MGD plants. Option 1 is the recommended option due to the costs associated with sending Englewood reclaimed water compared to raw wastewater. Table 3 illustrates the costs comparing the two alternatives.

Table 3: 10 Year Scenario

Year	Number of Connections Added	Total Number of Connections	Estimated Flow (MGD)	Disposal (MGD)	Option 4 (Millions of $)	Option 1A (Millions of $)
2006	1050	2050	0.390	0.390	$3.74	$4.92
2007	288	2338	0.444	0.444	$0.78	$0.21
2008	288	2626	0.499	0.499	$0.93	$0.25
2009	288	2914	0.554	0.554	$2.07	$0.29
2010	288	3202	0.608	0.608	$1.22	$0.33
2011	288	3490	0.663	0.663	$1.36	$4.62
2012	288	3778	0.718	0.718	$1.51	$0.41
2013	288	4066	0.773	0.773	$2.65	$0.45
2014	288	4354	0.827	0.827	$1.80	$0.49
2015	288	4642	0.882	0.882	$1.95	$0.53
2016	288	4937	0.938	0.938	$2.09	$0.58
Total	3,930	4,937	0.938	0.938	**$20.10**	**$13.12**

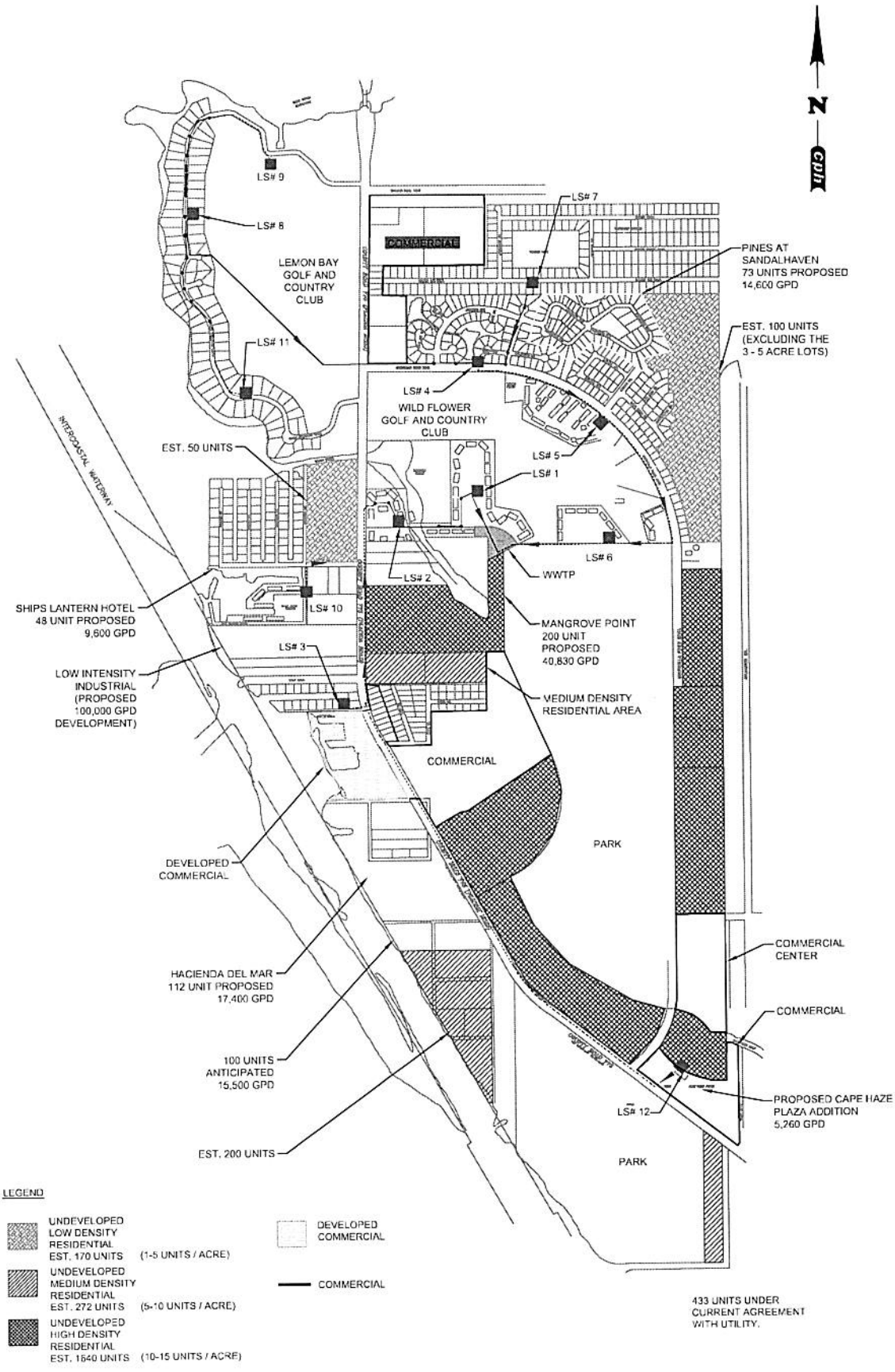
Table 3 demonstrates a 10-year scenario comparing option 1A and option 4. Option 1A includes the construction of a 1.0 MGD plant (in two phases) capable of producing reclaimed effluent. Option 4 includes maintaining the existing plant at 0.150 MGD and transferring all future raw wastewater flows to Englewood for treatment. For this scenario we assumed an aggressive growth. The assumptions for the scenario include buildout of the service area in ten years. By 2006 Mangrove Point and the Marina Redevelopment will be complete, and after 2006, the service area will grow at a rate of 288 connections per year.

Option 4 assumes that Sandalhaven would buy capacity in Englewood's WWTF in 2006 (0.400 MGD), 2009 (0.200 MGD), and 2013 (0.200 MGD). The upfront costs of 3.74 million in 2006 include the construction of the master lift station, raw transmission main, capacity charge, and the per thousand gallon charge. For the years 2007 through 2016 include only the per thousand gallon charge, except for 2009 and 2013, which also include the cost to purchase additional capacity. The costs for Option 4 are adjusted to account for the flow treated at the Sandalhaven WWTF is 0.150 MGD. Option 1A assumes that in 2006, Sandalhaven should have to construct the first phase. The upfront costs illustrated in Table 3, include the construction of a 0.500 MGD package plant, all associated components to produce reclaimed water, and the construction of the reclaimed transmission main to Englewood. According to this scenario, by 2011 Sandalhaven will have to construct the second phase in order to meet the assumed growth. Table 3 illustrates that it will be an estimated 7 million dollars less expensive to construct a plant to treat all future flows and transfer the reclaimed water to Englewood. This scenario

assumes that Sandalhaven will have to pay Englewood to accept the reclaimed for the next ten years. However, the reclaimed water may become an asset instead of a liability to Sandalhaven. Englewood will likely be willing to pay Sandalhaven for their reclaimed water in the future.

It should be noted that as the development starts to occur in the southern portion of the service area, modifications should be performed on the collection/transmission system. Currently, lift stations 3, 10, and 12 feed the force main along County Road 775. This force main eventually feeds a gravity system in the Fiddlers Green Community, which limits the amount of raw wastewater that can be transported. As development occurs in the southern portion of the service area, this section of the collection/transmission system will become undersized. No matter what option is selected, the Utility will have to modify this portion of the collection/transmission system. If the Utility can obtain lift station 12, they may want to investigate the means of constructing a force main adjacent to the park to deliver raw wastewater to the WWTP. If the Utility can transform this lift station into a master lift station, it may be the best method to convey raw wastewater to the WWTP. Since the majority of the growth is planned for the southern portion of the service area, it warrants a collection/transmission system analysis to determine the most feasible method to transport raw wastewater.

FIGURES



cph Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineers.com 192 North Woodland Blvd., Suite 100, DeLand, FL 32720 Phone: 386 736-4147 Fax: 386 736-4412	Scale: N.T.S Date: 06-02-2004 Job No.: U0746.0 Certificate of Authorization No. 3215	SERVICE AREA MAP UTILITIES, INC. OF SANDALHAVEN	© 2004 FIGURE 3-1

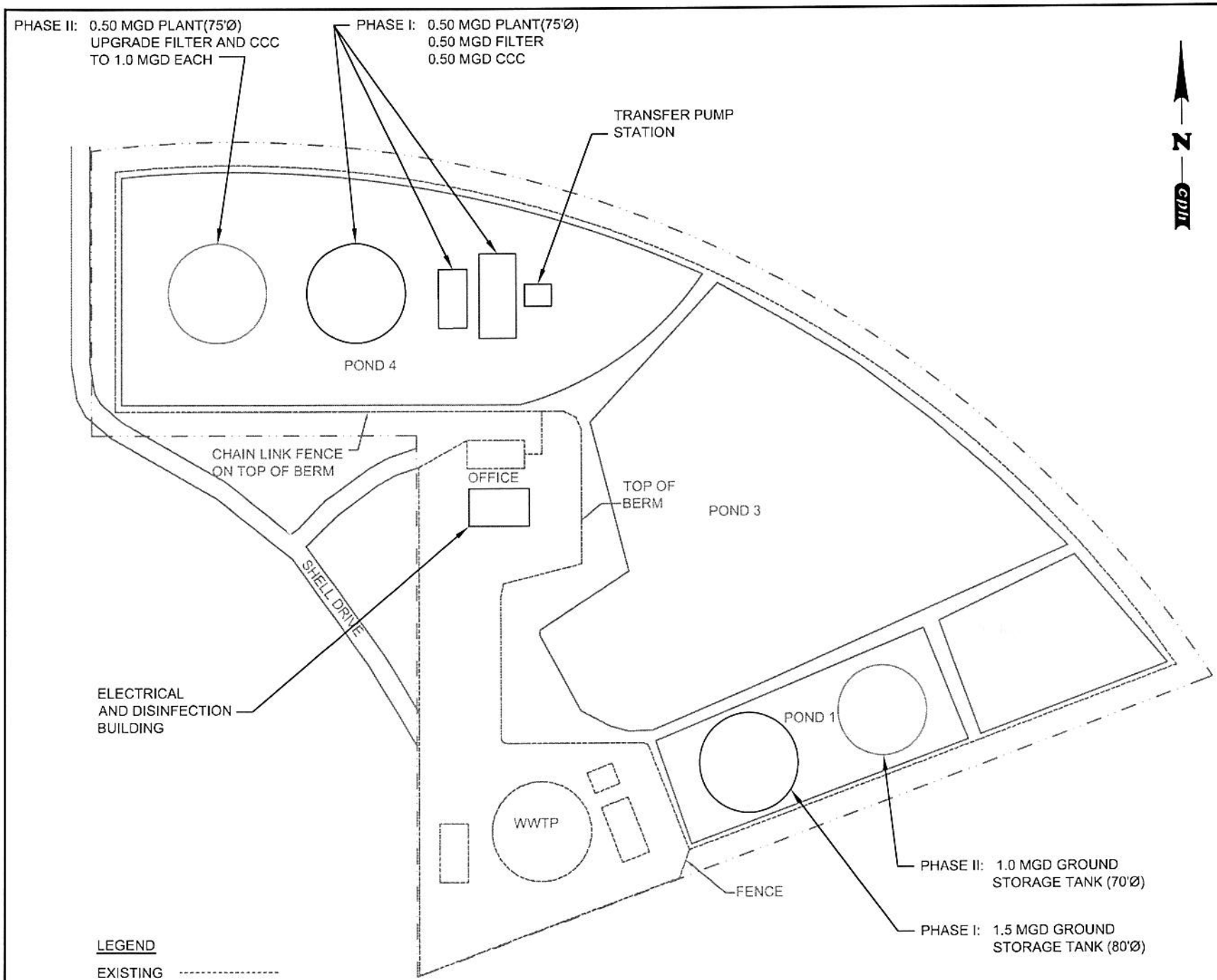


FIGURE 4-1

SITE PLAN FOR OPTION 1A:
6.500 MGD PLANT EXPANSION ON SITE

UTILITIES, INC. OF SANDALHAVEN

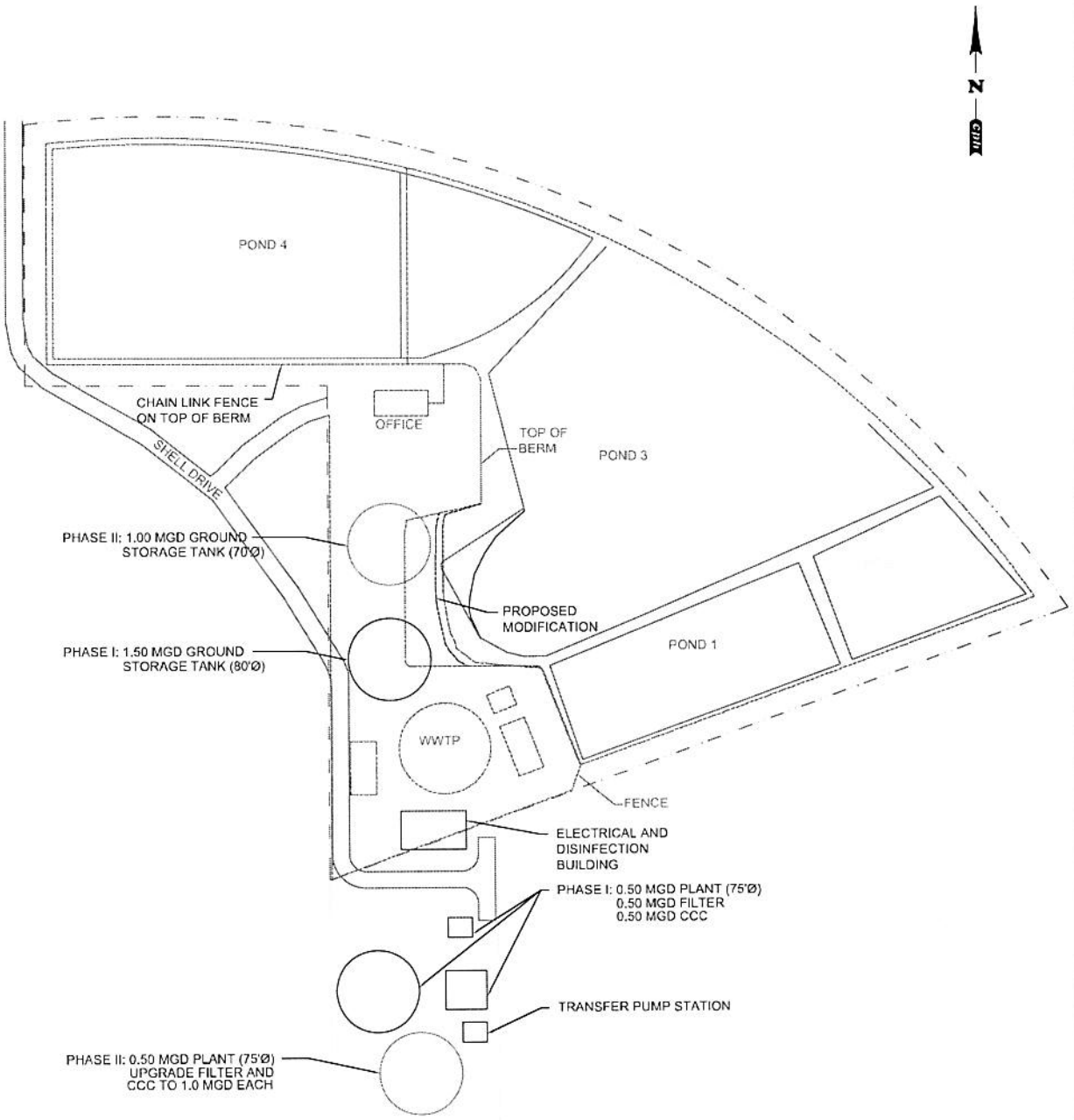
Scale: NTS

Date: 4-09-2004

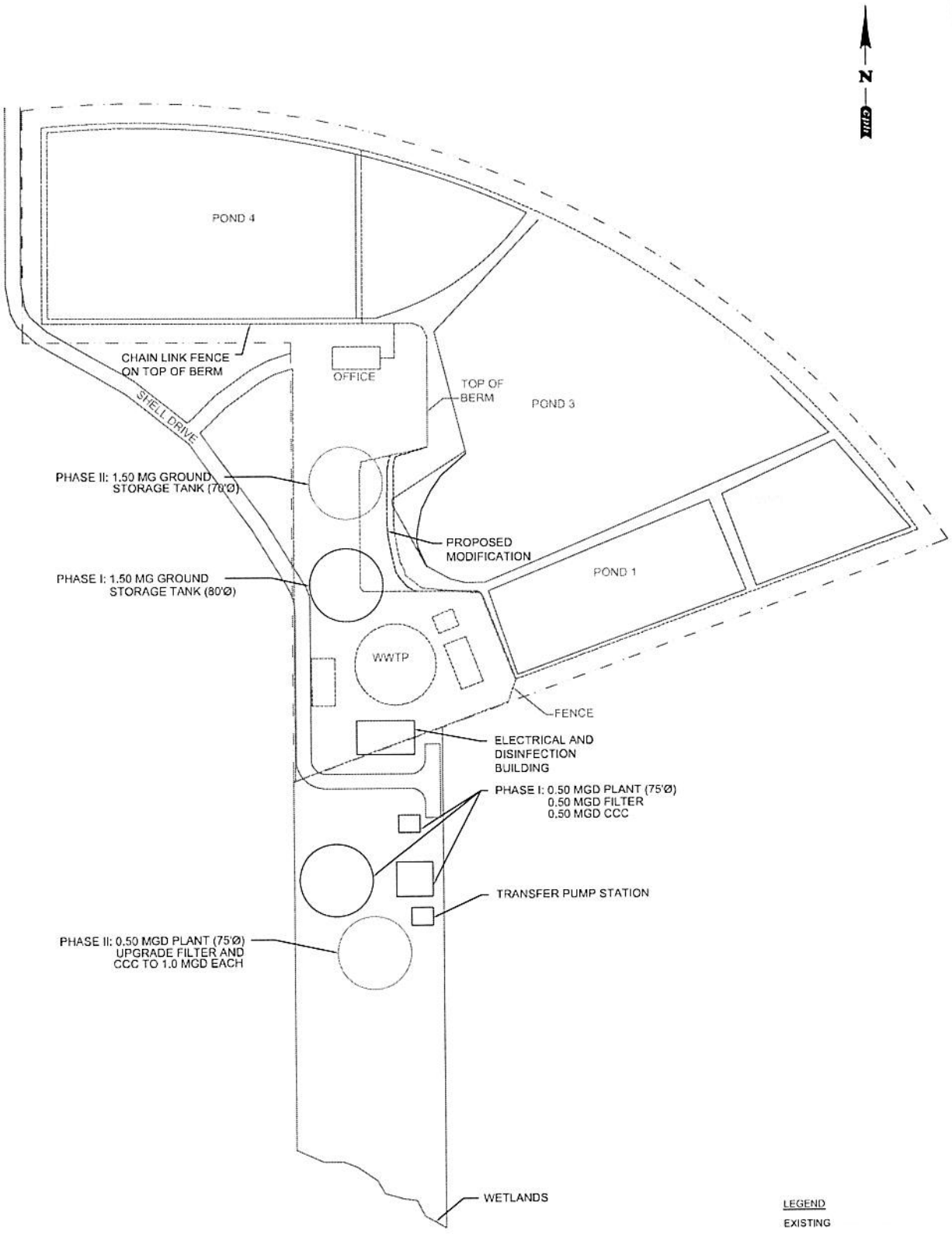
Job No.: U0746.0

Certificate of Authorization No. 3215

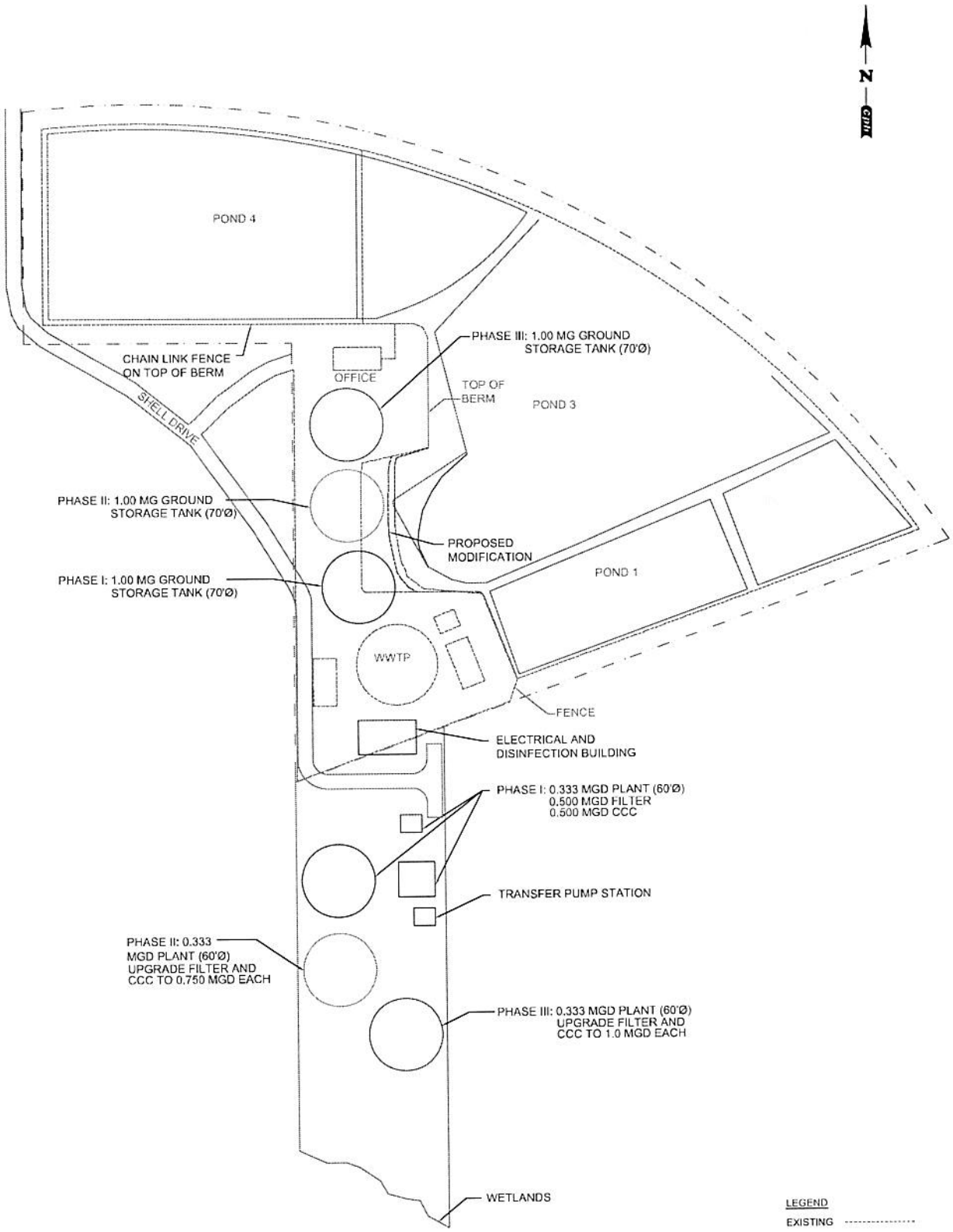
Engineers
Planners
Landscape Architects
Surveyors
Construction Management
www.cphengineers.com
101 North Woodland Blvd, Suite 100, DeLand, FL 32720
Phone: 904.736.4142 Fax: 904.736.8412



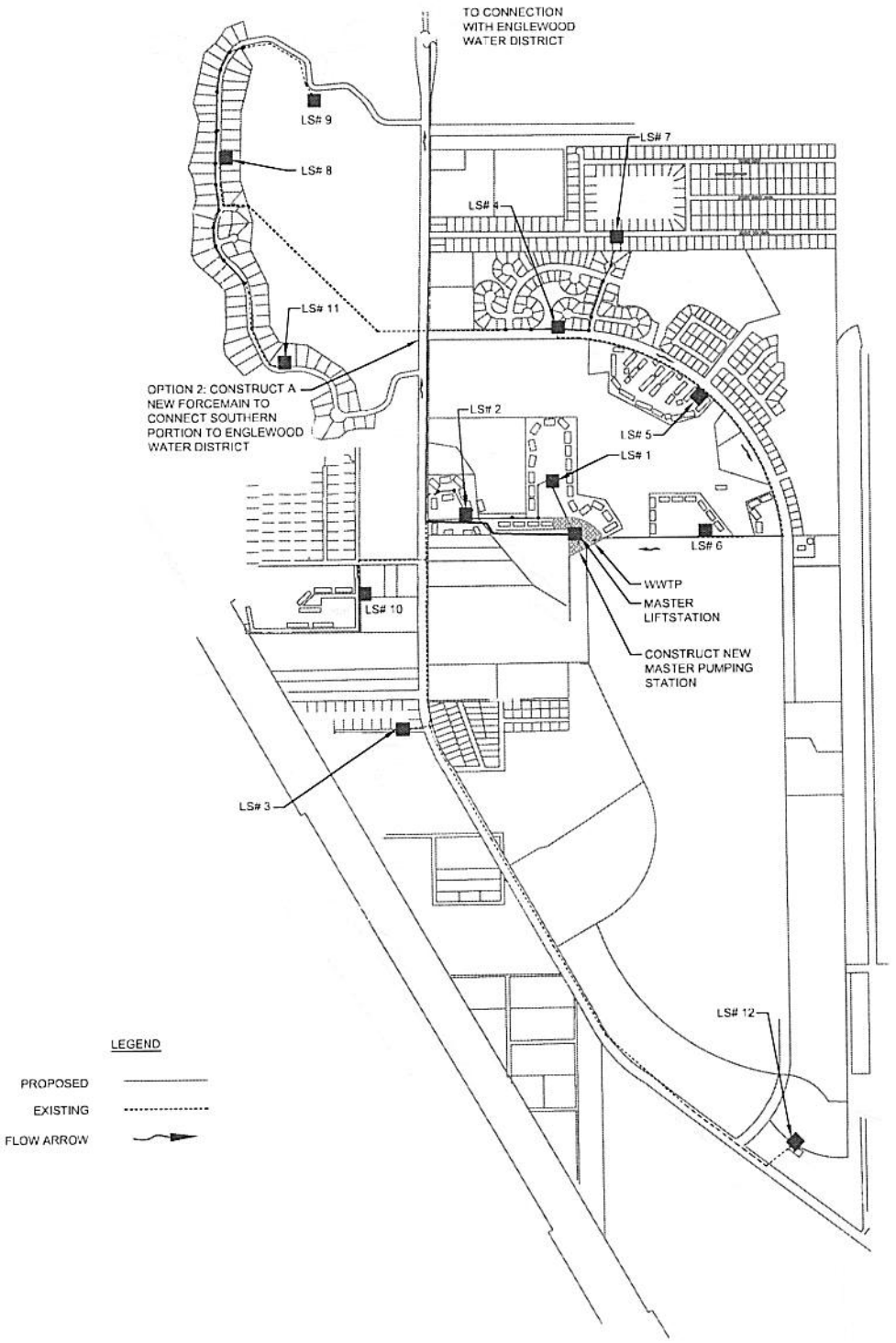
cph Engineers Planners Landscape Architects Surveyors Construction Management	Scale: N.T.S	SITE PLAN FOR OPTION 1B	FIGURE 4-2
	Date: 06-02-2004		
	Job No.: U0746.0	UTILITIES, INC. OF SANDALHAVEN	
	Certificate of Authorization No. 3255		



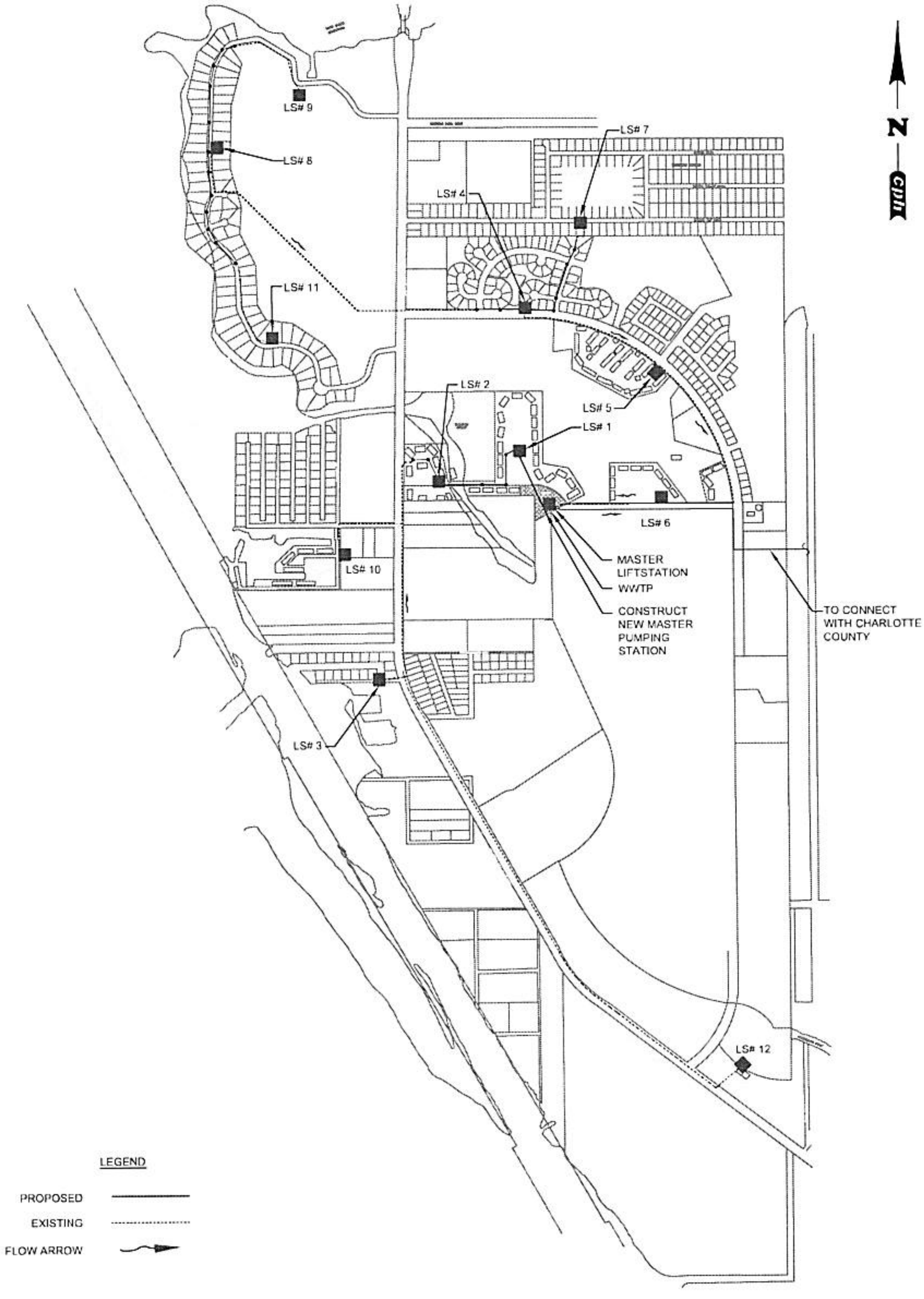
cph Engineers, Planners, Landscape Architects, Surveyors, Construction Management www.cphengineers.com 101 North Woodland Blvd., Suite 100, DeLand, FL 32720 Phone: 386.736.0142 Fax: 386.736.8437	Scale: N.T.S Date: 06-02-2004 Job No.: U0746.0 Certificate of Authorization No. 3215	SITE PLAN FOR OPTION 1A: 0.500 MGD PLANT EXPANSION OFF SITE UTILITIES, INC. OF SANDALHAVEN	FIGURE 4-2A



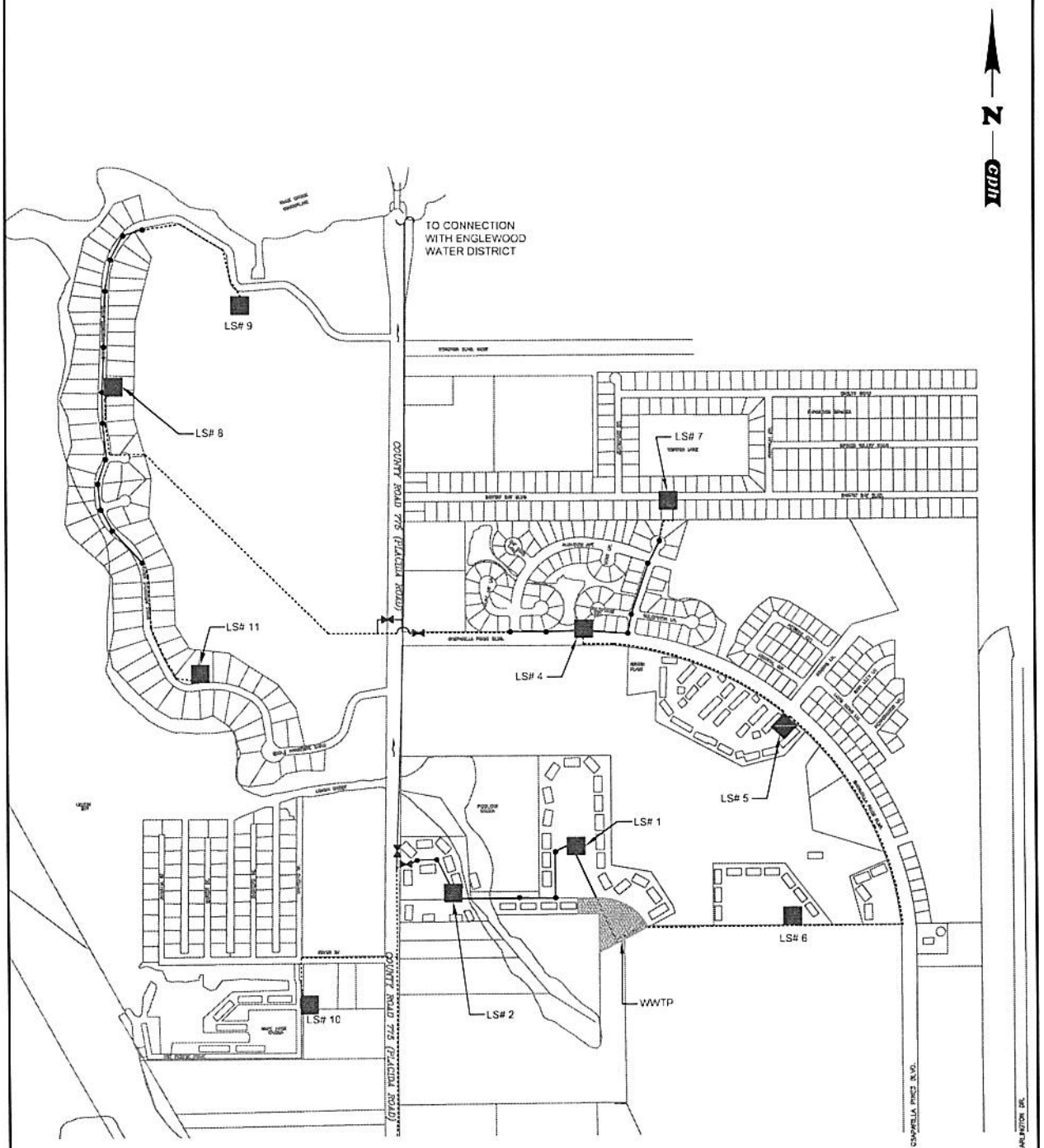
cph Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineers.com 146 North Woodland Blvd., Suite 100 DeLand, FL 32720 Phone: 386.736.4142 Fax: 386.736.4412	Scale: N.T.S	SITE PLAN FOR OPTION 1B: 0.333 MGD PLANT EXPANSION OFF SITE	FIGURE 4-2B
	Date: 10-28-2004		
	Job No.: U0746.0	UTILITIES, INC. OF SANDALHAVEN	
	Certificate of Authorization No. 3215		



cph Engineers, Planners, Landscape Architects, Surveyors, Construction Management www.cphengineers.com 101 North Woodland Blvd., Suite 100, DeLand, FL 32720 Phone: 386.736.0102 Fax: 386.736.8412	Scale: N.T.S Date: 06-02-2004 Job No.: U0746.0 Certificate of Authorization No. 3215	OPTION 2 : PUMP ALL FLOW TO ENGLEWOOD WATER DISTRICT UTILITIES, INC. OF SANDALHAVEN	FIGURE 4-3



cph Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineers.com	Scale: N.T.S	OPTION 3 : PUMP AND FLOW TO CHARLOTTE COUNTY	FIGURE 4-4
	Date: 06-02-2004		
	Job No.: U0746.0	UTILITIES, INC. OF SANDALHAVEN	
	Certificate of Authorization No. 3215		



LEGEND

PROPOSED

EXISTING

FLOW ARROW

NOTE: IF LS#3,LS#10 AND LS#12 CANNOT SUPPLY ENOUGH HEAD OR BE MODIFIED TO PUMP DIRECTLY TO ENGELWOOD, THEN A MASTER PUMPING STATION WOULD NEED TO BE CONSTRUCTED AT WWTP

cph
Engineers
Planners
Landscape Architects
Surveyors
Construction Management
www.cphengineers.com
101 North Woodland Blvd., Suite 100, DeLand, FL 32720
Phone: 386.736.4142 Fax: 386.736.3412

Scale: N.T.S

Date: 06-02-2004

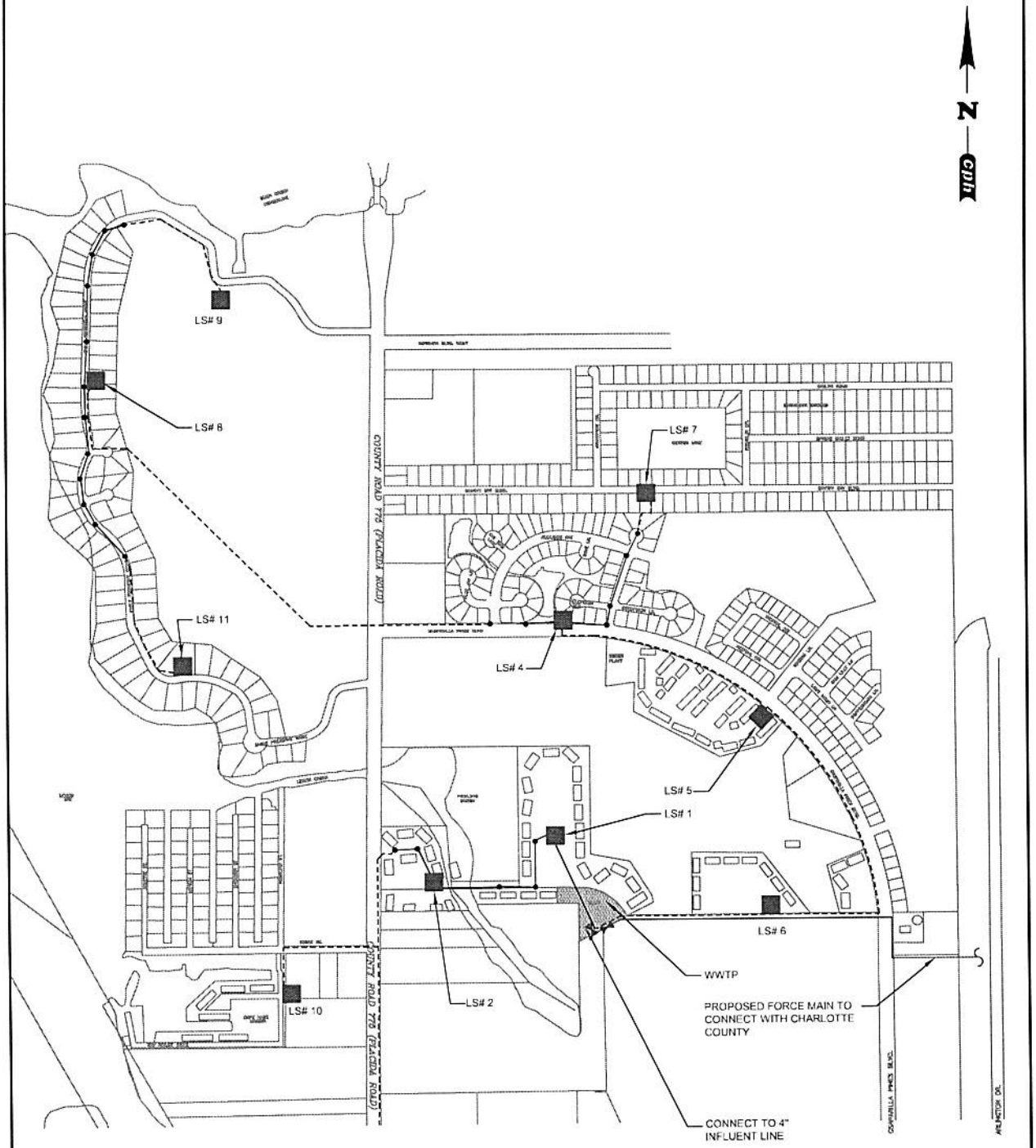
Job No.: U0746.0

Certificate of Authorization No. 3215

OPTION 4: MAINTAIN EXISTING PLANT AND SEND EXCESS TO ENGLEWOOD

UTILITIES, INC OF SANDALHAVEN

FIGURE 4-5



NOTE: IF LS#1 AND LS#2 CANNOT BE MODIFIEDTO PUMP DIRRECTLY TO CHARLOTTE COUNTY, THEN A MASTER PUMPING STATION WOULD NEED TO BE CONSTRUCTED AT WWTP.

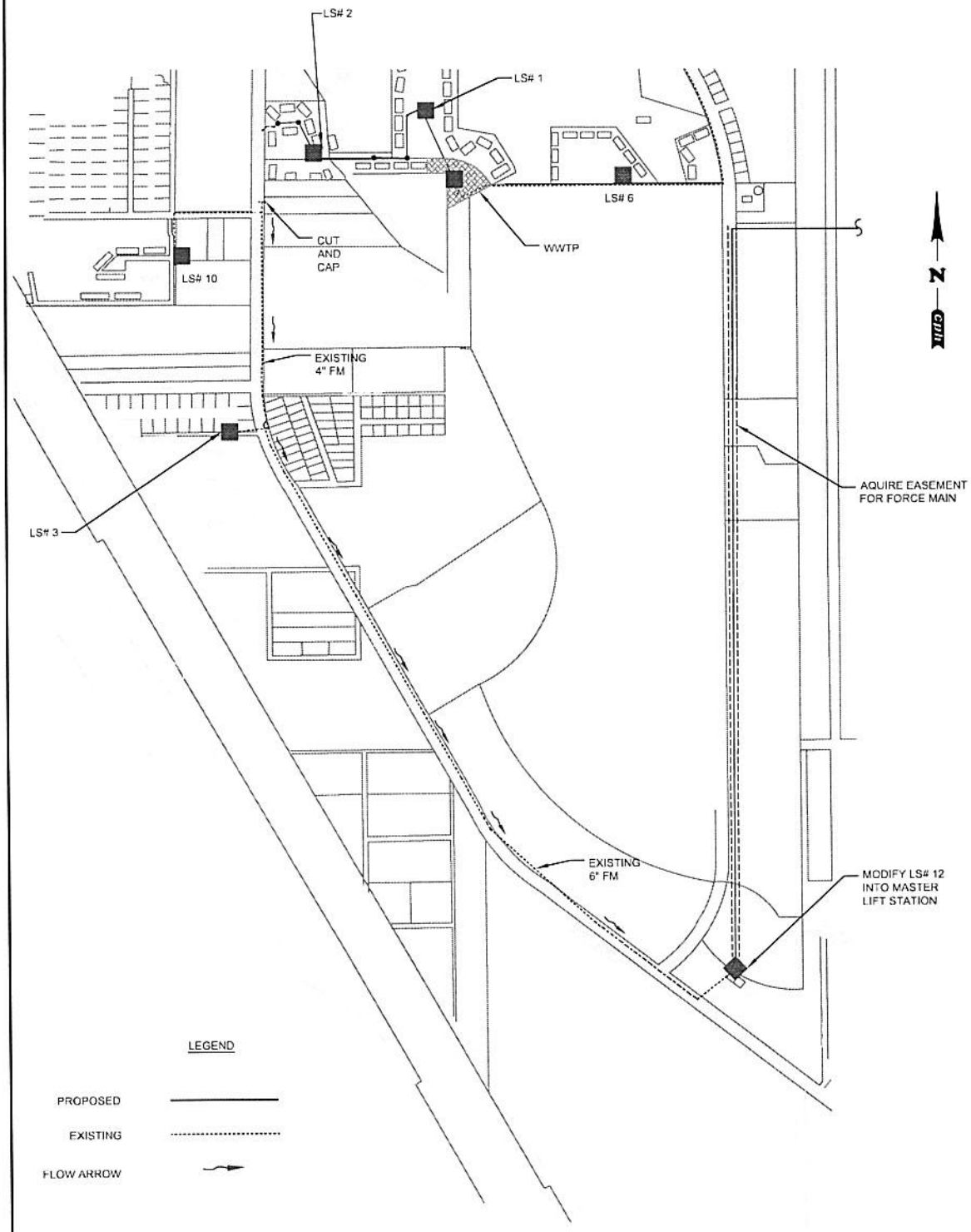
LEGEND

PROPOSED

EXISTING

FLOW ARROW

cph Engineers, Planners, Landscape Architects, Surveyors, Construction Management www.cphengineers.com 101 North Woodland Blvd., Suite 100, DeLand, FL 32720 Phone: 386.736.0142 Fax: 386.736.5412	Scale: N.T.S Date: 06-02-2004 Job No.: U0746.0 Certificate of Authorization No. 3215	OPTION 5: MAINTAIN EXISTING PLANT AND SEND EXCESS FLOW TO CHARLOTTE COUNTY(1) UTILITIES, INC OF SANDALHAVEN	©2004 FIGURE 4-6



cph Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineers.com 181 North Woodland Blvd., Suite 100, DeLand, FL 32720 Phone: 386.736.4143 Fax: 386.736.9412	Scale: N.T.S	OPTION 5 : MAINTAIN EXISTING PLANT AND SEND EXCESS FLOW TO CHARLOTTE COUNTY (2)	FIGURE 4-7
	Date: 06-02-2004		
	Job No.: U0746.0	UTILITIES, INC. OF SANDALHAVEN	
	Certificate of Authorization No. 3215		

EXHIBIT 2-26

Utilities, Inc. of Sandalhaven
Docket No. 150102-SU
September 10, 2015

Sandalhaven		12/31/2014	8/1/2015	Change
General Service				
	5/8"	23	24	1
	1"	2	2	0
	1.5"	6	5	-1
	2"	1	1	0
Multi Family				
	1.5"	1	1	0
	2"	7	7	0
	3"	7	7	0
	6"	2	2	0
Residential				
	5/8"	807	816	9
	1"	2	2	0
	Total	858	867	9

Note: Per Charlotte County Utilities, a general service customer requested a smaller meter size.

EXHIBIT 2-29

BULK WASTEWATER AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2005, by and between the Englewood Water District, having its principal place of business at 201 Selma Avenue, Englewood, Sarasota County, Florida 34223 ("DISTRICT") and Utilities, Inc. of Sandalhaven, having its principal place of business at 200 Weatherfield Avenue, Altamonte Springs, Florida 32714 ("UTILITY");

W I T N E S S E T H:

WHEREAS, DISTRICT is an independent special district of the State of Florida with the authority to provide wastewater service within and without its boundaries; pursuant to Chapter 2004-439 Laws of Florida; and

WHEREAS, UTILITY is a Florida for profit corporation with full power and authority to enter into this Agreement, to carry out the transactions contemplated hereunder, and to carry out its obligations hereunder; and

WHEREAS, DISTRICT currently has a 3.0 MGD Water Reclamation Facility with available treatment and disposal capacity; and

WHEREAS, UTILITY desires to obtain 100,000 gallons per day of treatment capacity within DISTRICT'S Water Reclamation Facility and further desires to obtain monthly treatment service as a bulk wastewater customer at the established bulk wastewater treatment rate.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

1. UTILITY shall pay to DISTRICT treatment plant capital capacity charges in the amount of $752,372.63 for 100,000 GPD of treatment capacity. The treatment plant capital capacity charge shall be due and payable prior to any service being provided. If such sums are not paid to DISTRICT by UTILITY within 180 days from the date of this Agreement, either party may terminate this Agreement.

2. UTILITY shall be responsible for design, permitting (including any required modification of DISTRICT'S operating permit), and construction of any wastewater system(s), including all sewer lines, lift stations, and other facilities and appurtenances (exclusive of providing a bulk wastewater meter) that may be necessary in order to connect to and operate DISTRICT'S wastewater system in accordance with this Agreement.

3. UTILITY shall be responsible to conduct all investigations and testing as may be required in order for UTILITY to connect to DISTRICT'S wastewater system. UTILITY shall be responsible for acquiring all easements and rights of way necessary in order to connect UTILITY'S wastewater system to DISTRICT'S wastewater system at the designated Point of Connection. The Point of Connection of UTILITY'S wastewater system to DISTRICT'S wastewater system shall be designated by DISTRICT in its sole discretion.

4. UTILITY shall construct all wastewater systems pursuant to the terms of this Agreement and DISTRICT'S standards. UTILITY shall submit all drawings and specifications to DISTRICT for approval prior to submittal to the Department of Environmental Protection.

5. Any portion of the transmission systems constructed by UTILITY pursuant to this Agreement within the geographic boundary of the DISTRICT shall be conveyed with associated easements to DISTRICT after Department of Environment Protection certification of completion and prior to any service being provided by DISTRICT per terms of this Agreement. DISTRICT, at its own expense, shall install an appropriate metering device at a location determined by DISTRICT for the purpose of determining the amount of monthly wastewater service being provided.

6. Upon UTILITY connecting its wastewater system to DISTRICT's wastewater system, DISTRICT shall use reasonable diligence to provide continuously bulk wastewater treatment and disposal services to UTILITY within the purchased capacity established by this Agreement. DISTRICT shall not be liable to UTILITY for any interruption of service. In the event UTILITY desires to divert flow to DISTRICT for limited periods in excess of the capacity established by this Agreement, DISTRICT will make its best efforts to accommodate the excess flow, but does not guarantee the availability of capacity in excess of that provided herein. If the Annual Average Daily Flow (AADF) for any 12 month period exceeds the purchased treatment capacity herein, additional capacity charges will be due and payable to DISTRICT up to the AADF capacity at the applicable rates at the time of purchase if capacity is available in the Water Reclamation Facility.

7. UTILITY shall not discharge or cause to be discharged any waste that may be harmful to DISTRICT'S wastewater systems to include but not limited to: excessive storm water or ground water; wastewater containing toxic, poisonous, pathogenic, explosive or flammable substances; wastewater with a ph lower than 5.5 or higher than 9.5 or a temperature greater than 150 degree Fahrenheit; or other wastewaters that may create a hazard in the received waters of the Water Reclamation Facility. The maximum allowable values for certain materials in, or characteristics of wastewater measured at the point of entry into UTILITY'S collection system shall be governed by standards of the USEPA, FDEP and the Water Pollution Control Federation. DISTRICT reserves the right to refuse waste from any source which may, in the sole judgment of DISTRICT, harm the Water Reclamation Facility or create a hazardous situation. If UTILITY fails to comply with this provision after 90 days' written notice to UTILITY of its violation of this provision, this Agreement may be terminated by DISTRICT.

8. The current DISTRICT Bulk wastewater treatment rate is $7.28 per 1,000 gallons of metered wastewater flow. There is no monthly base charge for availability. The bulk wastewater treatment rate for all bulk customers is subject to change from time to time consistent with DISTRICT Customer Rules and Regulations.

9. UTILITY shall pay DISTRICT'S monthly invoice for bulk wastewater treatment within thirty (30) days after receipt. In the event that payment is not made within thirty (30) days after receipt of the invoice, UTILITY agrees to pay interest at a rate of one and one-half percent (1.5%) per month on the outstanding balance until paid in full.

10. This Agreement shall be governed by and construed in accordance with

the laws of the State of Florida. The parties expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether state, local or federal, and further agree that venue shall lie in Charlotte County, Florida.

11. A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If either party breaches this Agreement, the injured party may seek damages or specific performance to the extent allowed by law; however, neither party waives its rights, privileges, or immunities. Notwithstanding the foregoing, DISTRICT shall not be deemed to be in breach of this Agreement for any interruption in service.

12. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addressed:

TO DISTRICT:
Englewood Water District
ATTN: Richard L. Rollo, P.E.
District Administrator
201 Selma Avenue
Englewood, FL 34223

WITH A COPY TO:
Robert Berntsson, Esq.
21175 Olean Boulevard
Port Charlotte, FL 33952

TO UTILITY:

Utilities, Inc, of Sandalhaven
2335 Sanders Road
Northbrook, IL 60062

and

200 Weathersfield Avenue
Altamonte Springs, FL 32714

WITH A COPY TO:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779

13. The parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates, or other communications shall be sent. Any such notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

14. No amendment, appendix, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto.

15. In the event that the performance of this Contract is prevented or interrupted in consequence of any cause beyond the control of DISTRICT, including but not limited to, Acts of God or of a public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown

of pumping transmission or other facilities, and all governmental rules or acts or orders or restrictions or regulation or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction, over the operation of DISTRICT or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by DISTRICT, or rule or ruling or order, order or decree or judgement or restraining order or injunction of any court, said party shall not be liable for such non-performance.

16. It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

17. This Agreement is solely for the benefit of the parties hereto and no other causes of action upon, or hereof, is to or for the benefit of any third party, who or which is not a formal party hereto.

18. The Englewood Water District Customer Rules and Regulations ("Rules"), which are subject to revision from time to time, are incorporated into this Agreement by reference. This Agreement will control should there be any conflict between this Agreement and the Rules. However, any amendments to the Rules shall automatically be incorporated herein.

19. UTILITY agrees to indemnify and hold DISTRICT harmless from and against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorney fees) to which DISTRICT may become subject by reason of or arising out of this Agreement. Nothing herein shall constitute a waiver of sovereign immunity pursuant to state law.

20. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

21. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions of the agreements, understanding, negotiations, and discussions of the parties, whether oral or written, and there are not warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, ENGLEWOOD WATER DISTRICT and **UTILITIES, INC. OF SANDALHAVEN** have caused this Agreement to be duly executed and entered into on the day and year first above written.

(SEAL)

ATTEST: M Crook

By: _____
Secretary to the Board

ENGLEWOOD WATER DISTRICT
BOARD OF SUPERVISORS

By: Paul J. Phillips

Chairman, Board of Supervisors

Dated: 9/29/2005

By: Jay Rosen

Print: Jay Rosen

By: Jim Camaren

Print: Jim Camaren

Its: Chairman & CEO

AMENDMENT TO BULK WASTEWATER AGREEMENT

THIS AMENDMENT to Bulk Wastewater Agreement is made and entered into this 6TH day of April, 2006, by and between ENGLEWOOD WATER DISTRICT, having its principal place of business at 201 Selma Avenue, Englewood, FL 34223 ("District"), and UTILITIES, INC. OF SANDALHAVEN, having its principal place of business at 200 Weathersfield Avenue, Altamonte Springs, FL 32714 ("Utility").

WITNESSETH

WHEREAS, District and Utility entered into a Bulk Wastewater Agreement dated October 6, 2005 ("Agreement"), whereby Utility obtained 100,000 gallons per day of wastewater treatment capacity from District; and

WHEREAS, Utility desires to obtain additional wastewater treatment capacity, and District is willing and able to provide such additional treatment capacity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Paragraph 1 of the Agreement is hereby deleted, and shall provide as follows:

Utility shall pay to District treatment plant capital capacity charges in the amount of $3,761,863.15 for 500,000 GPD of treatment capacity. Such charges shall be payable as follows:

(a) $752,372.63 on or before April 4, 2006.

(b) $1,504,745.26 on or before February 15, 2007.

(c) $1,504,745.26 on or before February 15, 2008.

If any such payments are not made by the due date, then the District's obligation to provide wastewater service for any capacity in excess of that paid for may terminate at the discretion of the District.

2. Except as amended hereby, the District and Utility hereby reaffirm the provisions of the Agreement.

IN WITNESS WHEREOF, ENGLEWOOD WATER DISTRICT and UTILITIES, INC. OF SANDALHAVEN have caused this Amendment to Bulk Wastewater Agreement to be duly executed and entered into on the day and year first above written.

(SEAL)

ATTEST:

By: _____

Secretary to the Board

ENGLEWOOD WATER DISTRICT
BOARD OF SUPERVISORS

By: _____

Chairman, Board of Supervisors

ATTEST:

_____

Printed Name: _____

UTILITIES, INC. OF SANDALHAVEN

By: _____

Its: _____

U:\SANDALHAVEN\(.89) MISC\Amendment to Builk WW Agr (3-22-06).doc

Patrick Flynn

From: Rich Rollo [rrollo@englewoodwater.com]
Sent: Friday, January 25, 2008 5:16 PM
To: Patrick Flynn
Cc: Rick Durham; John Hoy; John Stover
Subject: RE: Sandalhaven WW Agreement with EWD

Dear Mr. Flynn:
This decision was not unexpected and frankly we would have been shocked had Utilities Inc purchased the third and final increment of capacity. We did not include the revenues in our FY08 budget. Everyone has had to adjust to the down-turn in the economy and the housing market . We look forward to picking-up where we left off; hopefully in the not too distant future. I am sure we will be able to amicably update agreements at that time.
Rich Rollo

From: Patrick Flynn [mailto:PCFlynn@uiwater.com]
Sent: Friday, January 25, 2008 4:05 PM
To: Rich Rollo
Cc: Rick Durham; John Hoy; John Stover
Subject: Sandalhaven WW Agreement with EWD

Dear Mr. Rollo:
As you may recall, the amended bulk wastewater agreement between Utilities, Inc. of Sandalhaven (the Utility) and Englewood Water District dated April 6, 2006 includes a deadline of February 15, 2008 for the Utility to make the third and final payment in the amount of $1,504,745.26. This payment reflects the reservation of 200,000 gallons per day of treatment and disposal capacity in your facilities.

Due to the slowdown in the housing industry, the projected rate of growth in our daily wastewater flow has slowed considerably. Consequently, it would be imprudent to make this third payment at this time. The purpose of me writing to you is to let you know of our decision to postpone making the third payment. However, the Utility would like to reserve the opportunity to acquire additional capacity at a future time, date uncertain, that reflects expected future customer growth in our service area. It is the Utility's belief that the 200,000 gpd of capacity will be needed at some point based on current land planning designations and the number of high density developments in the works.

Please let me know if you need more formal notification or if the agreement should be amended again.

Best regards,
Patrick

Patrick C. Flynn
Regional Director
Utilities, Inc. of Florida and Affiliates
200 Weathersfield Avenue
Altamonte Springs, FL 32714-4027
Tel: 407/869-8588, x228
Fax: 407/869-6961
pcflynn@uiwater.com

upon request. Your e-mail communications may be subject to public disclosure.