

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD PALM BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

RECEIVED- FPSC

11 JAN 10 AM 11:07

-M-E-M-O-R-A-N-D-U-M-

COMMISSION
CLERK

DATE: January 10, 2011
TO: Dorothy E. Menasco, Chief Deputy Commission Clerk, Office of Commission Clerk
FROM: *mca* Melissa C. Jones-Alexis, Regulatory Analyst II, Division of Economic Regulation
RE: Docket No. 050192-WS, Application for certificates to provide water and wastewater service in Sumter County by Central Sumter Utility Company, L.L.C.

Please add the following e-mail letter and attachment dated January 7, 2011, from Martin Friedman, Attorney for Central Sumter Utility Company, L.L.C., to me, Commission staff. The attachment is in response to my January 3, 2011, request for a copy of an effluent discharge agreement between Central Sumter Utility Company, L.L.C., and North Sumter Utility Company, L.L.C., which was acquired by North Sumter County Utility Dependent District after the above-referenced docket was filed. Thank you.

Attachment

cc: ECR (Brady, Williams)
GCL (Brown)

DOCUMENT NUMBER DATE

00240 JAN 10 =

FPSC-COMMISSION CLERK

Melissa Jones-Alexis

From: Martin Friedman [MFriedman@RSBattorneys.com]
Sent: Friday, January 07, 2011 2:13 PM
To: Melissa Jones-Alexis
Cc: Wise, John
Subject: RE: Central Sumter Dkt. 050192-WS/File No. 38056.01
Attachments: Exhibit T to NSU Agreement.pdf

Melissa,

This is Exhibit T to the NSU sale agreement. Let me know if you need anything else.

Regards, Marty

From: Melissa Jones-Alexis [mailto:mjonesal@PSC.STATE.FL.US]
Sent: Wednesday, January 05, 2011 9:40 AM
To: Martin Friedman
Subject: Central Sumter Dkt. 050192-WS/File No. 38056.01

Good morning Mr. Friedman,

I just wanted to follow-up with you regarding our conversation on Monday afternoon about the effluent discharge agreement between Central Sumter and North Sumter County Utility Dependent District. In addition, North Sumter's transfer application (Dkt. 100456-WS/File No. 34078.09) references an Interim Bulk Wastewater Treatment and Emergency Service Agreement between Central Sumter and the District as Exhibit T on pages 5 and 16 of the Agreement. If this is a separate and additional contract, I would like to request a copy of this Agreement as well.

Thank you again for your assistance!

Best Regards,

Melissa-Kaye Jones-Alexis
 Regulatory Analyst
 Florida Public Service Commission
 Division of Economic Regulation
 (850) 413-6997
mjonesal@psc.state.fl.us

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

1/7/2011

DOCUMENT NUMBER-DATE

00240 JAN 10 =

FPSC-COMMISSION CLERK

UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** ("Agreement") is made effective the 7th day of December, 2010 (the "Effective Date"), by and among **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189 and Chapter 125, F.S. (herein, "NSCUDD"), **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "CSU"), and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "SWCA").

RECITALS

- A. CSU is in the process of constructing a potable water treatment facility and a wastewater treatment facility (collectively, the "CSU Facilities").
- B. SWCA is in the process of constructing a non-potable irrigation and fire protection water system (the "SWCA System").
- C. Pursuant to a prior agreement between North Sumter Utility Company, L.L.C. ("NSU") and CSU, NSU and CSU have constructed and installed interconnects between each other's potable water and wastewater treatment facilities.
- D. Further, pursuant to a prior agreement between The Villages Water Conservation Authority, L.L.C. ("VWCA") and SWCA, VWCA and SWCA have constructed and installed interconnects between each other's non-potable irrigation and fire protection water systems.
- E. NSCUDD has acquired from NSU and VWCA, and now owns and operates (a) a potable water distribution system, (b) a wastewater treatment facility, and (c) a non-potable irrigation and fire protection water system (irrigation and fire protection water systems are generally referred to herein as "non-potable" systems).
- F. NSCUDD, CSU, and SWCA wish to maintain interconnects between each party's respective water, wastewater, and non-potable water systems so that (a) during the time in which the CSU Facilities and SWCA System are being constructed, NSCUDD can provide to CSU interim bulk water and wastewater treatment service, and can provide to SWCA interim bulk non-potable water service, and (b) at any time during the term of this Agreement, NSCUDD, CSU, and SWCA can each supply appropriate bulk service to the requesting party should an emergency arise or should one party experience a demand it cannot otherwise meet.
- G. NSCUDD, CSU and SWCA agree that the maintenance of physical connections to make such interim bulk and reciprocal bulk service available will help provide for the satisfaction, safety, and well-being of their respective customers.

NOW THEREFORE, at this time, NSCUDD, CSU, and SWCA wish to enter into an agreement whereby (a) NSCUDD will provide interim bulk potable water supply and wastewater treatment to CSU while the CSU Facilities are being constructed, and interim non-potable water service to SWCA while the SWCA System is being constructed, and (b) during the term of this Agreement, NSCUDD, and CSU and SWCA will provide each other, upon request, bulk water, wastewater, and/or non-potable water service, through interconnects, as further set forth below.

1. INTERIM BULK POTABLE WATER, WASTEWATER TREATMENT, AND NON-POTABLE WATER SERVICE.

A. Interim Bulk Service.

i. Potable Water and Wastewater Treatment Service. Upon request, which need not be in writing, NSCUDD covenants with CSU to use its excess potable water supply and wastewater treatment capacity to provide CSU with interim bulk potable water supply and wastewater treatment services, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by CSU.

ii. Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD covenants with SWCA to use its excess non-potable water supply to provide SWCA with interim bulk non-potable water supply, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by SWCA.

B. Interim Bulk Service Time Frame. Interim bulk potable water supply, wastewater treatment, and non-potable water supply shall be provided by NSCUDD until such a time as the CSU Facilities and SWCA System (as appropriate) are cleared for service by the appropriate regulatory agencies and placed into operation. Should a condition arise that would prevent NSCUDD from being able to continue providing such interim service, NSCUDD is not obligated, but shall endeavor to provide CSU and SWCA with proper notice at least 6 months in advance of reaching this condition.

C. Service Rates. For services provided pursuant to Section 1.A.i. above, CSU shall pay to NSCUDD the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement. For services provided pursuant to Section 1.A.ii. above, SWCA shall pay to NSCUDD the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection

fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Invoicing. During the period in which NSCUDD is providing bulk potable water, wastewater, or non-potable water service to another pursuant to this Agreement, NSCUDD shall, no more than once a month, read the interconnect meters measuring the flow of potable water, wastewater, and non-potable water through the applicable interconnects. NSCUDD shall certify, in writing, of the total number of gallons of water supplied and the total number of gallons of wastewater treated during the applicable period. The receiving party shall pay NSCUDD within thirty (30) days of receipt of the invoice.

2. EMERGENCY AND RECIPROCAL USE FOR POTABLE WATER, WASTEWATER, AND NON-POTABLE WATER SERVICE.

A. Emergency Service.

i. Emergency Potable Water and Wastewater Service. NSCUDD and CSU each covenants with the other to use its best efforts to provide the other with potable water supply and wastewater treatment services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide potable water services or wastewater treatment to its own customers due to some emergency situation. NSCUDD and CSU agree that, in case of emergency, the potential for the provision of potable water supply and wastewater treatment as described herein is germane to safeguarding the well-being and health of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

ii. Emergency Non-Potable Water Service. NSCUDD and SWCA each covenants with the other to use its best efforts to provide the other with non-potable water services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide non-potable water services to its own customers due to some emergency situation. NSCUDD and SWCA agree that, in case of emergency, the potential for the provision of non-potable water as described herein is germane to safeguarding the safety and well-being of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

B. Reciprocal Use.

i. Reciprocal Potable Water and Wastewater Service. Upon request, which need not be in writing, NSCUDD and CSU agree that if either party experiences a demand from its customers for potable water supply or treatment of influent wastewater that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

ii. Reciprocal Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD and SWCA agree that if either party experiences a demand from its customers for non-potable water that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its available excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's existing customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

C. Service Rates.

i. Service Rates for Potable Water and Wastewater. For services provided pursuant to Sections 2.A.(i) and 2.B.(i) above, CSU and NSCUDD agree that the receiving party shall pay to the providing party the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

ii. Service Rates for Non-Potable Water. For services provided pursuant to Sections 2.A.(ii) and 2.B.(ii) above, NSCUDD and SWCA agree that the receiving party shall pay to the providing party the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charge shall increase by 2.50% annually during each fiscal year beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Interconnects.

i. Potable Water and Wastewater Interconnects. NSCUDD and CSU shall maintain interconnects that connect each party's potable water systems and wastewater treatment systems with the other's. Because NSCUDD and CSU each recognize that such interconnects benefit both parties, NSCUDD and CSU each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure potable water or influent wastewater flowing in either direction. The parties agree that the interconnects shall remain closed except during the times in which NSCUDD or CSU provides service to the other pursuant to this Agreement.

ii. Non-Potable Water Interconnects. NSCUDD and SWCA shall maintain interconnects that connect each party's non-potable water system with the others. Because NSCUDD and SWCA each recognize that such interconnects benefit both parties, NSCUDD and SWCA each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure non-potable water flowing in either direction. The parties agree that interconnects shall remain closed except during the times in which NSCUDD or SWCA provides non-potable water to the other pursuant to this Agreement.

E. Invoicing.

i. Invoicing for Potable Water and Wastewater Service. In the event NSCUDD or CSU provides emergency or bulk potable water supply or influent wastewater treatment service to the other pursuant to this Agreement, the party providing the service shall, no more than once a month, read the interconnect meter(s) measuring the flow through the applicable interconnect, and shall certify to the other party, in writing, of the total number of gallons supplied or treated during the applicable period. The party receiving the invoice shall pay the providing party within thirty (30) days of receipt, at the rates set forth herein.

ii. Invoicing for Non-Potable Water Service. In the event NSCUDD or SWCA provides emergency or bulk non-potable water to the other pursuant to this Agreement, the supplying party shall, no more than once a month, read the non-potable water interconnect meters measuring the flow of non-potable water through the applicable interconnects, and shall certify to the receiving party, in writing, of the total number of gallons supplied during the applicable period. The party receiving the invoice shall pay the supplying party within thirty (30) days of receipt, at the rate set forth herein.

3. POTABLE WATER AND NON-POTABLE WATER QUALITY REQUIREMENTS.

A. Potable Water Quality Standards. NSCUDD agrees to provide CSU, and CSU agrees to provide NSCUDD, through the interconnects described herein, potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and CSU recognize that a variety of factors may affect the quality of water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the water provided to their respective customers.

B. Non-Potable Water Quality Standards. NSCUDD agrees to provide SWCA, and SWCA agrees to provide NSCUDD, through the interconnects described herein, non-potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and SWCA recognize that a variety of factors may affect the quality of non-potable water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the non-potable water provided to their respective customers.

4. WASTEWATER QUALITY AND TREATMENT REQUIREMENTS.

A. Wastewater Quality Standards.

i) NSCUDD and CSU shall undertake whatever procedures are necessary in the inspection, policing, and regulation of all wastewater introduced into the others wastewater treatment system, to ensure that the quality of raw wastewater transmitted shall not exceed the following criteria. Influent wastewater quality shall be determined by averaging all of the analytical results for samples collected during the period that wastewater is being supplied. The supplying party shall be responsible for collection and analysis of a minimum of one (1) sixteen hour composite influent sample for CBOD5 and TSS each two week period. The supplying party shall also be responsible for collection and analysis of a minimum of one (1) influent grab sample per month for hydrogen sulfide and fats, oils and grease during the period that wastewater is being supplied:

a)	CBOD5	500 mg/l
	TSS	500 mg/L
	Fats, Oils, Grease	50 mg/L
	Hydrogen Sulfide	3.00 mg/L

b) In addition, the wastewater being delivered for emergency or bulk treatment shall not contain the following pollutants:

i. Pollutants which create a fire or explosion hazard.

ii. Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.

iii. Solid or viscous pollutants in amounts which will cause interference with the operation of the wastewater treatment facilities.

iv. Any pollutant, including oxygen-demanding pollutants (CBOD5, etc.) released in a discharge of such volume or strength as to cause interference in the wastewater treatment facilities.

v. Heat in amounts which will inhibit biological activity in the wastewater treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit).

vi. Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

- c) Concentrations of the constituents in excess of the limits defined below shall not be allowed to be delivered to the receiving wastewater treatment plant. Should these limits be exceeded, an immediate effort shall be made by the supplying system to eliminate the cause of the violation in a timely manner.

Wastewater Constituents Maximum Allowable Concentrations			
Antimony	1.00 mg/L	Tin	5.00 mg/L
Arsenic	0.25 mg/L	Zinc	1.00 mg/L
Barium	10.00 mg/L	Total Metals	10.00 mg/L
Beryllium	0.25 mg/L	Fats, Oils and Grease	1 0 0 . 0 0 mg/L
Boron	1.00 mg/L	Iodine	10.00 mg/L
Cadmium	0.70 mg/L	Benzene compounds	5.00 mg/L
Total Chromium	1.00 mg/L	Carbon tetrachloride	10.00 mg/L
Cobalt	0.30 mg/L	Chloroethylene compounds	10.00 mg/L
Copper	2.00 mg/L	Chloroethene compounds	5.00 mg/L
Cyanide	0.50 mg/L	Chloroethane compounds	10.00 mg/L
Lead	0.40 mg/L	Chloroform	10.00 mg/L
Lithium	0.03 mg/L	Pentachlorophenol	10.00 mg/L
Manganese	1.50 mg/L	Total Phenol	0.50 mg/L
Mercury	0.005 mg/L	Hydrogen Sulfide	6.00 mg/L
Nickel	0.70 mg/L	CBOD5	700 mg/L
Selenium	0.50 mg/L	TSS	700 mg/L
Silver	0.50 mg/L		

Notice of concentrations of constituents listed above, exceeding the above-stated limits, shall be provided in accordance with, and handled as specified by this Agreement.

- 2) In the event that either NSCUDD or CSU transmits wastewater to the receiving wastewater plant which exceeds the limits for CBOD5, TSS, Fats, Oils and Grease, or Hydrogen Sulfide, then the receiving system may assess and collect a surcharge from the supplying utility as follows for the volume of wastewater supplied:

CBOD5 or TSS (whichever is higher) in mg/L	Surcharge
501 to 600	\$0 .50 / 1000 gal
601 to 700	\$0 .75 / 1000 gal
>700	\$1.00 / 1000 gal
Fats, Oils and Grease (mg/L)	\$0.20 / 1000 gal
Hydrogen Sulfide (mg/L)	\$0.30 / 1000 gal

- a) If NSCUDD or CSU seeks to invoke the remedy specified herein for violation of the wastewater strength quality standards set forth above, NSCUDD or CSU shall provide written notice to the utility supplying the emergency or bulk wastewater flow within five (5) work days of the test or event which showed the wastewater quality violation. If written notice is not given within this time, then such violation is deemed waived.
- b) Upon receiving the notice authorized above, the utility supplying the emergency or bulk wastewater flow shall have seven (7) work days within which to respond to said notice. If no response to the notice is received within seven (7) work days, the parties shall conclusively presume that the violation of wastewater quality standards alleged in the notice is accurate and correct and the supplying utility must undertake immediate steps to correct the wastewater quality so that such wastewater shall conform to the standards set forth above.

B. Wastewater Treatment Standards. The receiving wastewater treatment system shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements. In the event that either NSCUDD or CSU shall ascertain that the other's wastewater treatment plant is not being operated in accordance with the provisions of this Section, the utility supplying the wastewater for emergency or bulk treatment may notify the receiving wastewater system of such deficiency, in writing. Upon receiving the notice, the receiving wastewater system shall respond within seven (7) days stating such defenses to the allegations of the notice or such course of action to correct the deficiencies as the receiving wastewater treatment system believes appropriate. If the response of the receiving wastewater system sets forth one or more defenses, then the matter will be resolved in accordance with the dispute resolution procedures set forth below.

i. Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards.

a) If a party disputes a notice of deficiency or violation, as provided for herein, each party shall designate a person who shall confer together with the designee from the other party within seven (7) work days and seek to resolve the dispute in favor of either party, completely or partially.

b) If the persons designated to seek resolution of a dispute shall not agree upon a resolution within fourteen (14) days, then the parties will, within five (5) days, agree upon and designate a third person who has no affiliation or financial interest of any kind in either party. This third person shall receive reasonable compensation for dispute resolution, which shall be paid by the party who does not prevail in the resolution of the dispute, and shall be paid pro rata if the resolution of the dispute is a compromise between the different positions of the parties. If the parties fail to agree upon a third person to be designated for dispute resolution within five (5) days, then the Senior Circuit Court Judge in Sumter County, Florida, shall appoint a disinterested third party to operate pursuant to this Section.

- 1) If the appropriate person(s) set forth above decide(s) upon a resolution of the dispute, then that decision and resolution shall be binding upon the parties, who shall then act in accordance with the decision.
- 2) If the dispute involves wastewater quality, then the third party shall establish the date and volume of wastewater for which applicable surcharges shall be assessed.

5. GENERAL PROVISIONS.

A. Term. The term of this Agreement shall be ten (10) years from the Effective Date (the "Initial Term") with automatic one (1) year renewals. After expiration of the Initial Term, any party to this agreement may terminate for convenience after giving the other parties 180 days notice.

B. Permits. NSCUDD, CSU, and SWCA agree to cooperate in obtaining such permits and licenses as are necessary to operate pursuant to this Agreement.

C. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of NSCUDD, CSU, SWCA and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

D. Notice. Until further written notice by any party to the other, all notices provided for herein shall be in writing and sent certified mail to the following addresses:

**NORTH SUMTER COUNTY
UTILITY DEPENDENT
DISTRICT**

Attn: Janet Y. Tutt
District Manager
1894 Laurel Manor Drive
The Villages, FL 32162

**CENTRAL SUMTER UTILITY
COMPANY, LLC**

Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:

Archie O. Lowry, Esq.
Potter, Clement, Lowry &
Duncan, P.A.
308 East 5th Avenue
Mount Dora, FL 32757

With a copy to:

Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

**SUMTER WATER
CONSERVATION
AUTHORITY, LLC**

Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:

Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

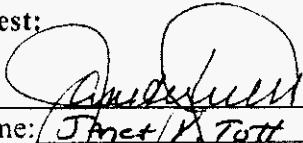
Notice shall be considered effective upon receipt, or if refused, as of the date offered for receipt.

E. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida, and it shall be effective immediately upon the execution hereto.

F. Force Majeure. In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to, Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations 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 or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

Attest:

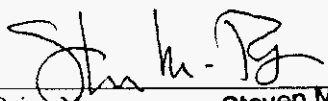
By: 
Name: Janet K. Tott
Date: 12-6-20
District Manager

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By: 
Gary Davis, Chairman

WITNESSES:


Print Name: Doris A. Pardo


Print Name: Steven M. Roy

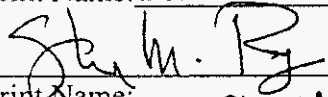
CENTRAL SUMTER UTILITY COMPANY, LLC,
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

By: 
H. Gary Morse, Chief Executive Officer

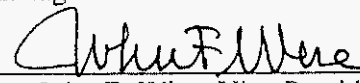
WITNESSES:


Print Name: Doris A. Pardo


Print Name: Steven M. Roy

SUMTER WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

By: 
John F. Wise, Vice President