

JUNE 1988

Exhibit 1  
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LARGE USER  
WASTEWATER  
A G R E E M E N T  
BETWEEN  
BROWARD COUNTY  
AND  
PARKLAND UTILITIES, INC.

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LARGE USER  
WASTEWATER  
A G R E E M E N T  
BETWEEN  
BROWARD COUNTY  
AND  
PARKLAND UTILITIES, INC.

KNOW ALL MEN BY THESE PRESENTS: This Agreement is made and entered into in Broward County, Florida, between BROWARD COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, through its Board of County Commissioners, which term shall include its successors and assigns,

AND

PARKLAND UTILITIES, INC., hereinafter referred to as CUSTOMER which term shall include its successors and assigns.

W I T N E S S E T H, that for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CUSTOMER hereby agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 Section 201 of PL 92-500 provides that local regions must develop a wastewater facilities plan which is acceptable to the federal government as a prerequisite to the continued receipt of federal assistance for the construction of wastewater transmission and treatment facilities.
- 1.2 The federal government has promulgated rigorous standards for final discharge of effluent and sludge disposal. The implementation costs of meeting these standards will be prohibitive for the individual municipalities in the County if they must act alone without the availability of federal assistance funds.
- 1.3 Broward County engaged the firm of James M. Montgomery, Consulting Engineers, to prepare the "201" study to develop a Wastewater Facilities Plan for Broward County which would satisfy the requirements of PL 92-500 as well as any rules and regulations promulgated thereunder.

- 1.4 The recommendation of the Consultant and subsequent recommendation by additional consultants, pursuant to an updated 201 Facilities Plan, was that there would be a number of distinct regional wastewater treatment plants and transmission systems to those plants; the North District Regional Wastewater System being one of the designated regions.
- 1.5 The recommendations of the Consultant were approved by a majority of the municipalities within Broward County and by the United States Environmental Protection Agency (EPA).
- 1.6 COUNTY operates or will operate wastewater transmission, treatment, and disposal facilities serving CUSTOMER.
- 1.7 COUNTY will have sufficient wastewater treatment capacity to furnish wastewater transmission, treatment, and disposal requirements of CUSTOMER, upon completion of COUNTY'S North District Regional Wastewater Treatment Plant expansion, project #246017.
- 1.8 COUNTY will provide sufficient wastewater treatment capacity to furnish the projected wastewater transmission, treatment, and disposal needs of CUSTOMER, upon completion of COUNTY'S North District Regional Wastewater Treatment Plant expansion, project #246017.
- 1.9 CUSTOMER agrees to purchase all wastewater transmission, treatment, and disposal services from COUNTY in accordance with the terms set forth in this Agreement.
- 1.10 The authority for this Agreement is Chapter 153.03 Florida Statutes and Chapter 63-1181 Laws of Florida, Special Acts of 1963, as amended and as continued in Broward County Ordinance Number 74-21.

ARTICLE 2  
DEFINITIONS

Unless the context specifically indicates otherwise, the following words and phrases used in this Agreement shall have the following meanings:

- 2.1 Words and terms related to water and wastewater shall have the definitions listed in the "Glossary - Water and Wastewater Control Engineering", 1981, Third Edition, Published by: American Public Health Association, American Society of Civil Engineers, American Water Works Association, and Water Pollution Control Federation, unless defined elsewhere in this Agreement.
- 2.2 "COUNTY TRANSMISSION FACILITIES"  
This term shall mean those facilities owned or operated, or both, by COUNTY, within the North Broward County District, as shown on Exhibit "A" attached hereto, including present and future master pumping stations and force mains, that are now or will be used for the purpose of transmitting sewage to COUNTY Treatment Facilities.
- 2.3 "COUNTY TREATMENT FACILITIES"  
This term shall mean those facilities owned or operated, or both, by COUNTY for the purpose of wastewater treatment and disposal within the North Broward County District, as shown on Exhibit "A" attached hereto, including such future additions and extensions to these facilities as may be made from time to time.

2.4 "CUSTOMER'S SERVICE AREA"

This term shall mean the geographic boundaries in which the CUSTOMER is responsible for providing wastewater collection and transmission services to the COUNTY as indicated on the attached Exhibit "B".

2.5 "CUSTOMER'S SYSTEM"

This term shall mean the entire wastewater system including gravity sewers, manholes, laterals, lift stations, pumping stations, force mains, and appurtenances thereto upstream of the POINT OF CONNECTION to the COUNTY system.

2.6 "DEBT SERVICE CHARGES" (TREATMENT, DISPOSAL AND OR TRANSMISSION)

Debt Service Charges shall include principal, interest, and coverage requirements on outstanding revenue bonds or other obligations including, but not limited to, bond agent fees or service charges heretofore or hereafter issued by the COUNTY for the benefit of the Broward County North District Regional Transmission, Treatment, and Disposal Facilities.

2.7 "DISTRICT ADVISORY BOARD"

This term shall mean the Board that is established and composed of representatives of LARGE USERS receiving wastewater transmission, treatment, and disposal services from COUNTY, and whose function it is to serve in an advisory capacity to the Board of County Commissioners regarding rates, modification to the facilities, and to perform other duties and functions as provided in the ordinance establishing said Board. Each LARGE USER as defined herein shall be entitled to representation on said Board. Written notice will be given by LARGE USERS via notarized resolution, send to

UTILITIES DIVISION, identifying said LARGE USER'S ADVISORY BOARD representative; and each time said LARGE USER changes ADVISORY BOARD representatives.

2.8 "UTILITIES DIVISION"

This term shall mean the Broward County, Utilities Division, located at 2401 North Powerline Road, Pompano Beach, Florida, 33069, or other such agency as defined by the COUNTY.

2.9 "DOMESTIC WASTEWATER"

This term shall mean wastewater derived principally from dwellings, business buildings, institutions, and the like.

2.10 "INDUSTRIAL WASTES"

This term shall mean any industrial process or cooling water discharge or wastes other than domestic wastes.

2.11 "LARGE USER" or "CUSTOMER"

Any municipality, special district, or other entity which operates wastewater collection and transmission facilities which connect into the COUNTY wastewater transmission, treatment, and disposal facilities, and any private individual, partnership, corporation, or other business entity duly licensed and certified by the Florida Public Service Commission to function as a utility company and which operates wastewater collection and transmission facilities which connect into COUNTY wastewater transmission, treatment, and disposal facilities. This term shall refer only to those municipalities, special districts, and other entities that execute this form of agreement containing substantially the same terms and conditions, and shall specifically exclude those municipalities and special districts that have previ-

ously entered into agreements with the COUNTY under different terms and conditions.

2.12 "OPERATING AND MAINTENANCE CHARGES"

Operating and maintenance charges shall mean the COUNTY'S reasonable and necessary current expenses of maintenance, repair, and operation of the North District Regional System, and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance and repair, which may include expenses not annually recurring, COUNTY administrative expenses, reasonable charges for pension or retirement funds properly chargeable to the North District Regional Section, insurance premiums, engineering expenses relating to maintenance, repair, and operation, fees and expenses of Paying Agents, legal expenses, any taxes which may be lawfully imposed on its income or operations and reserves for such taxes, and any other expenses required to be paid by the COUNTY, all in accordance with the accrual method of accounting, but shall not include any reserves for extraordinary maintenance or repair, or any deposits or transfers to the credit of the Sinking Fund, Loan Repayment Fund, the Renewal and Replacement Fund, and the General Reserve Fund.

2.13 "POINT OF CONNECTION"

This term shall mean the point where the CUSTOMER'S system connects to the COUNTY system for the purpose of delivering wastewater into the COUNTY system from the CUSTOMER'S system; said POINT OF CONNECTION is defined, described, and set forth in Article 3.1 hereof.



2.14 "RESERVE CAPACITY"

This term shall mean the annual average daily flow expressed in million gallons per day (MGD) for which the CUSTOMER has reserved as defined in Article 3.6.

2.15 "SURCHARGE"

A monthly charge collected by COUNTY from CUSTOMER representing a contribution to the Improvement, Repair, and Replacement Fund, as described in Article 5.1.5, that is deposited to said account by COUNTY. The rate of charge shall be adjusted annually, if necessary, to a maximum of 10% of CUSTOMERS monthly bill for transmission and or treatment/disposal of wastewater.

ARTICLE 3

PROVISIONS PERTAINING TO CONNECTION  
TO THE COUNTY WASTEWATER TREATMENT SYSTEM

3.1 POINT OF CONNECTION

Both parties agree that the POINT OF CONNECTION and meter location shall be as indicated on the attached Exhibit "C".

3.2 TRANSFER OF LAND AT POINT OF CONNECTION

COUNTY may locate the POINT OF CONNECTION, meter location, and necessary transmission facilities on property now being used by CUSTOMER for wastewater transmission or treatment facilities. CUSTOMER will convey at no cost to COUNTY either the fee simple title or appropriate easement to the property needed by COUNTY for the POINT OF CONNECTION, meter location, pump stations, transmission facilities, and such interest in property as is necessary to provide ingress or egress by COUNTY to said POINT OF CONNECTION, meter location, pump stations, and transmission facilities. Such property shall be of sufficient magnitude to allow for future projected expansion.

3.3 MAINTENANCE OF CUSTOMER'S FACILITIES

CUSTOMER agrees to construct where necessary, and to operate and properly maintain at its own cost and expense, all sanitary gravity sewers, lift stations, pumping stations, force mains, and other required appurtenances related and directly attributable to the wastewater collection system upstream of the POINT OF CONNECTION that are necessary to properly and continuously collect and convey sanitary wastewater to the POINT OF CONNECTION to the COUNTY system at such elevation,

pressure, and flow rates as described in Article 3.6 and 3.7 herein.

3.4 CUSTOMER'S SERVICE AREA

CUSTOMER agrees that it will not accept wastewater from outside its Service Area, for transmission to the COUNTY'S facility unless CUSTOMER receives prior approval by the COUNTY, with such approval being the subject of a written supplemental agreement attached hereto and made a part hereof. It is agreed that such approval will not be withheld without good and sufficient cause.

3.5 CUSTOMER'S FUTURE FLOW PROJECTIONS

CUSTOMER agrees that it shall annually review its needs for wastewater transmission and wastewater treatment service and, with the advice and counsel of a professional engineer, project its future needs to the best of its knowledge and ability, in the format which follows.

YEAR	TRANSMISSION			TREATMENT		
	Annual Avg Daily Flow (MGD)	Max Month Avg Daily Flow (MGD)	Max Day Daily Flow (MGD)	Annual Avg Daily Flow (MGD)	Max Month Avg Daily Flow (MGD)	Max Day Daily Flow (MGD)
1987	0.080	0.095	0.104	0.080	0.096	0.104
1988	0.180	0.216	0.234	0.180	0.216	0.234
1989	0.250	0.309	0.335	0.258	0.309	0.335
1990	0.310	0.372	0.403	0.310	0.372	0.403
1991	0.310	0.372	0.403	0.310	0.372	0.403
1996	0.310	0.372	0.403	0.310	0.370	0.403
2001	0.310	0.372	0.403	0.310	0.372	0.403
2006	0.310	0.372	0.403	0.310	0.372	0.403

NOTE: Years are based on fiscal years beginning October 1 thru September 30.

These projections shall serve as a reasonable estimate of the future needs of CUSTOMER for the purpose of planning expansion, construction, modification, or alteration of said COUNTY facilities and shall be so used by COUNTY in determining plant capacity requirements attributable to CUSTOMER in COUNTY transmission, treatment, and disposal facilities. CUSTOMER agrees to furnish this projection to UTILITIES DIVISION no later than the first day of June each year. Said projections are necessary for planning purposes. COUNTY agrees that it will use the projections as a tool in determining if and when extensions and modifications to the facilities are required and economically feasible. In determining when to expand or modify its facilities, COUNTY will consider recommendations of the individual CUSTOMER and of the District Advisory Board.

3.6 RESERVE CAPACITY

COUNTY'S obligation to furnish service to CUSTOMER under this Agreement shall be limited to a Reserve Capacity of 0 million gallons per day (MGD) for transmission, and 0 MGD for treatment and disposal. Upon completion of the North Regional Wastewater Treatment Plant expansion Project #246017, the County's obligation to furnish service to customer shall increase and be limited to a Reserve Capacity of 0.310 MGD transmission, and 0.310 MGD for treatment and disposal. The afore stated quantities are subject to amendment or to modification and changes therein as provided for in Article 6 of this agreement. COUNTY shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations here-

under and to prohibit CUSTOMER or its officers, agents, or employees from flowing wastewater into COUNTY'S transmission and treatment facilities which exceeds the amount of Reserve Capacity hereinabove indicated.

3.7 PRESSURE AT POINT OF CONNECTION

CUSTOMER agrees that, under all operating conditions, except as provided in Article 7.6 of this Agreement, the elevation of a gravity system or pressure in a force main at the POINT OF CONNECTION shall be sufficient to deliver all wastewater without backing up the CUSTOMER'S gravity lines or reversing flow in CUSTOMER'S force main system when the elevation or pressure in the COUNTY system at the POINT OF CONNECTION is 11.5 feet above mean sea level, or 5 pounds per square inch.

3.8 EQUALIZATION OF FLOW

CUSTOMER agrees that, through the use of acceptable methods, adequate provisions will be included in the delivery facilities to prevent excessive peak flow rates and extended periods of no flow from CUSTOMER'S system. The average daily flow shall be controlled such that it is transported to COUNTY'S transmission and treatment facilities by 24-hour-per-day continuous pumping directly relating to incoming flow, except that the rates of pumping for any four-hour period shall not exceed two hundred fifty percent (250%) of the annual average daily flow of the preceding twelve (12) months. In the event CUSTOMER has not provided continuous flow during the entire period of the preceding twelve (12) months, the term "average daily flow" shall mean that flow projected for treatment for the appropriate year, as indicated in Article 3.5. In the event the flow to the

County Treatment Facility is not controlled as stipulated hereinabove, then COUNTY may impose a compensatory charge of a percentage of the monthly billing to CUSTOMER, unless a supplemental written agreement entered into by both parties and attached hereto provides otherwise. Such supplemental written agreement may involve adjustment of rates as a result of reallocation of design, construction, financing, operation, and maintenance costs. The compensatory charge shall be computed as follows: In the event CUSTOMER causes a flow of 250.01% to 255%, inclusive, of the average daily flow for any four (4) hour period, CUSTOMER shall be charged an additional one percent (1%) of the monthly service charge, and an additional one percent (1%) of the monthly service charge, shall be charged for each increment of five percent (5%) or any portion thereof exceeding 255%.

3.9 COUNTY TO MAINTAIN METER

COUNTY agrees to operate and maintain a wastewater metering device, housing, accessories, and appurtenances of a type and design selected by COUNTY, to be located at the site or sites as defined in Exhibit "C" attached hereto. COUNTY shall retain ownership of the metering device, together with the housing, accessories, and appurtenances thereto. In the event the capacity of the metering device becomes inadequate for the amount of flow delivered, COUNTY, at its expense, shall replace the meter or install such additional metering device or devices as may be necessary. COUNTY agrees to have an annual inspection and report prepared at its expense regarding the condition and accuracy of the metering device performed by a representative of the

manufacturer or other competent entity. A copy of the annual report on meter inspection shall be furnished to CUSTOMER. CUSTOMER shall have the right to make its own meter inspection, or to have an independent company check the metering equipment at any time during normal business hours provided, however, no such inspection shall be made unless CUSTOMER shall first give COUNTY written notice of its intent to have the inspection made, nor shall any such inspection be made prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by COUNTY. All cost and expense of CUSTOMER'S interim inspection shall be borne by CUSTOMER unless the meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the cost and expense of such interim inspection shall be borne by COUNTY. Normal maintenance of the metering device shall be performed by COUNTY as an expense of wastewater treatment and effluent disposal.

3.10 PAYMENT IN CASE OF METER INACCURACY

Both parties agree that, should the metering equipment be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter check or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to CUSTOMER for that period.

3.11 PAYMENT IN CASE OF METER FAILURE

Both parties agree that, if at any time the metering system shall be inoperative or in any way fails to provide infor-



mation with respect to the quantity of flow into COUNTY'S  
wastewater transmission, treatment, and disposal facilities,  
CUSTOMER will pay to COUNTY a daily amount equal to the  
average flow of the monthly billing period prior to the date  
the meter became inoperative.

ARTICLE 4

PROVISIONS RELATING TO  
DISCHARGE AND SAMPLING

4.1 TYPES OF WASTES TO BE DISCHARGED

Except as hereinafter provided, CUSTOMER shall not discharge or cause to be discharged any of the following described waters or wastes into the COUNTY facility. All of the quality limitations enumerated below apply to concentrations or other physical characteristics obtained by analysis by COUNTY of a composite sample of the waste collected for a twenty-four (24) hour period proportioned to flow, which sample will be split with CUSTOMER upon written request. Such analysis shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

4.1.1 Any water or wastes containing more than two thousand (2,000) parts per million by weight (2,000 mg per liter) of dissolved solids or more than six hundred (600) parts per million (600 mg per liter) of chlorides or a hydrogen sulfide content of more than five (5) parts per million (5 mg per liter.)

4.1.2 Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit.

4.1.3 Any water or wastes containing fat, oil, grease, or any oily substance, singly or in combination,

exceeding on analysis an average of one hundred (100) parts per million.

- 4.1.4 Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of COUNTY.
- 4.1.5 Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, or gas.
- 4.1.6 Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, is creating a public nuisance or hazard to life or which prevents or makes unduly hazardous the entry into sewers for maintenance and repair.
- 4.1.7 Any solid or viscous substance capable of causing obstruction to the flow in sewers or interference with the proper operation of the COUNTY Wastewater Treatment Facilities.
- 4.1.8 Any waters or wastes which constitute a hazard to any structures or appurtenances of the COUNTY facility.
- 4.1.9 Any waters or wastes which singly or in combination with other waters or wastes that inhibits or interferes with the treatment process, or renders the treatment plant's effluent to be toxic as determined by regulatory permit requirements.

- 4.1.10 Any waters or wastes that renders the sludge produced by the treatment plant to be other than a class I sludge as defined by Florida's Department of Environmental Regulation.
- 4.1.11 For the substances listed on Table 1, the maximum limits shall not be exceeded.

TABLE NO. 1

<u>Parameters, Material or Characteristic</u>	<u>Maximum Allowable Value</u>
Arsenic	0.10 mg/l
Boron	1.00 mg/l
Cadmium	0.10 mg/l
Chromium, total	1.00 mg/l
Chromium, hexavalent	0.50 mg/l
Copper	0.50 mg/l
Cyanides/ates	0.20 mg/l
Iron	10.00 mg/l
Lead	0.20 mg/l
Mercury	0.01 mg/l
Nickel	0.20 mg/l
Phenols	0.10 mg/l
Silver	0.20 mg/l
Zinc	1.00 mg/l
BOD <sub>5</sub>	400 mg/l
Suspended Solids	400 mg/l
COD	800 mg/l

The above maximum allowable values may, from time to time, be revised by federal, state, or local regulatory agencies, in which case CUSTOMER agrees not to exceed such revised maximum limits. COUNTY will notify CUSTOMER of any mandated changes to Section 4.1 of this article.

4.1.12 Water or waste discharged by CUSTOMER which, after treatment by COUNTY, would exceed federal, state, or local quality requirements, unless such discharge is allowed by duly issued operating permit. This provision assumes that COUNTY'S treatment plant will be operating within its approved design capability.

4.2 If at any time CUSTOMER shall not comply with the restrictions imposed upon it in the preceding portion of this Article, or if CUSTOMER shall create any condition which COUNTY should determine destructive to any part of COUNTY'S facility, COUNTY shall give thirty (30) days written notice to CUSTOMER to discontinue such operation or practice, within which period CUSTOMER agrees to comply. If customer does not initiate and/or establish a compliance program within 90 days of notification, and/or if any damages result from the discharge of improper wastes by CUSTOMER, COUNTY reserves the right to provide such preliminary treatment facilities or establish such programs as required to bring the CUSTOMER'S discharge into compliance. CUSTOMER will be responsible to the COUNTY for all charges, both capital and

operational for the establishment of these programs or facilities as described herein. Additionally, failure to comply with the conditions stipulated in Article 4, subsections 4.1 through 4.1.12, shall place CUSTOMER in default of this agreement by the COUNTY. As such, the COUNTY will not be able to attest to regulatory agencies that adequate wastewater treatment capacity is available for the CUSTOMER.

4.3 Both parties agree that no statement contained in this Article shall be construed as preventing any special agreement or arrangement between COUNTY and CUSTOMER whereby an industrial waste of unusual strength or character may be accepted by COUNTY for treatment, subject to additional payment by CUSTOMER.

4.4 CUSTOMER agrees to include in the design of its wastewater delivery system a safe, mutually agreeable sampling station so that COUNTY can obtain grab and composite samples of the wastewater as a means of monitoring the characteristics of the wastewater received from CUSTOMER, and to provide for such right-of-way or easements as may be necessary to assure COUNTY of access to the sampling station.

On notification to CUSTOMER, COUNTY shall have the right at any time to collect samples of sewage and industrial wastes at various locations within CUSTOMER'S facilities for the purpose of making laboratory analysis of these wastes. The costs of collecting and of testing such samples shall be considered a COUNTY facility treatment and effluent disposal operating expense.

- 4.5 CUSTOMER shall supply UTILITIES DIVISION, not later than the 1st day of June of each year, with a list of the producers of industrial wastes, if any, as of May 1 of each year.
- 4.6 CUSTOMER shall, upon receipt of written request from COUNTY, submit annually to UTILITIES DIVISION, no later than June 1 of each year, at no cost to COUNTY, a complete laboratory analysis of composite sample(s) of the combined wastes leaving CUSTOMERS facilities at each POINT(S) OF CONNECTION. CUSTOMER shall give UTILITIES DIVISION five (5) days written notice, exclusive of Saturdays, Sundays, and holidays, of its intent to take the required samples, in order that COUNTY may be represented at such sampling. Such analysis shall be made on twenty-four (24) hour composite samples and may include the following: temperature, pH, dissolved solids, chloride, fats and oils (ether extraction), hydrogen sulfide, and all those parameters listed in Table No. 1.
- 4.7 CUSTOMER agrees to adopt, enact, and enforce such rules, regulations, and/or ordinances as may be required to insure that users of CUSTOMER'S system do not discharge or cause to be discharged waters or wastes which would cause CUSTOMER'S wastewater to be unacceptable under the provisions of this Article, and to furnish to UTILITIES DIVISION certified copies thereof within ninety (90) days from date hereof. COUNTY agrees to assist CUSTOMER in the preparation of said rules, regulations, and/or ordinances.
- 4.8 CUSTOMER shall be responsible for implementation in its system of any federal, state, or local regulations imposed upon COUNTY, either now or in the future.



ARTICLE 5

PROVISIONS PERTAINING TO CHARGES

5.1 BASIS OF CHARGES

Both parties agree that COUNTY shall provide wastewater transmission, treatment, and disposal service to CUSTOMER at fees, rates, and charges constituting the full cost of such service, which shall include Operating and Maintenance Charges as defined in Article 2.12, Debt Service Charges as defined in Article 2.6, and Improvement, Repair, and Replacement Fund charges as defined in Article 5.1.5, and COUNTY shall set the same fees, rates and charges for all LARGE USERS as defined in Article 2.11. Such fees, rates and charges shall be adopted or amended by the Board of County Commissioners of the COUNTY, and it shall consider recommendations of the individual CUSTOMERS and recommendations of the District Advisory Board which shall be established, composed of users of the wastewater treatment facilities. The COUNTY shall hold public hearings on amendments to the rates and charges in the manner provided by law and after thirty (30) days written notice to CUSTOMER of such public hearing.

The CUSTOMER shall pay a monthly charge to COUNTY for wastewater transmission, treatment, and disposal services provided by the COUNTY. Such charges shall include the following:

- 5.1.1 Operating and Maintenance charges, applicable to the Regional Treatment Plant; regional pumping stations, regional force mains, and disposal works and facili-

ties and appurtenances thereto. The portion of the monthly charge attributable to such operating and maintenance charge shall be based upon the actual flow used by the CUSTOMER during the billing period.

Such monthly charge shall be computed as a charge per 1000 gallons passing through the meter or meters serving CUSTOMER. The rate for such per 1000 gallon charge shall be computed by dividing the budgeted annual total operating and maintenance expenses for each of Broward County's ensuing fiscal years ending September 30, by the number of thousands of gallons of wastewater which is estimated to be treated and disposed of through Broward County's North District Regional System for that year.

After the close of the fiscal year, an annual adjustment will be computed which will be based upon the actual operating and maintenance expenses recorded for the Broward County North District Regional Transmission, Treatment, and Disposal System for that fiscal year divided by the actual number of thousands of gallons of wastewater treated and disposed of through the system for that fiscal year. Such adjustment will be made subsequent to final verification of operations and maintenance charges by annual audit performed by a Certified Public Accountant.

If the annual adjustment shows that an underpayment was made by CUSTOMER, the amount due and owing shall be paid by CUSTOMER in twelve (12) equal monthly payments and shown as a separate item on the monthly bills during the next twelve months after the adjustment has been made. If the annual adjustment shows that an overpayment was made by CUSTOMER, the amount due and owing CUSTOMER shall be credited to CUSTOMER in twelve (12) equal monthly installments and shown separately on the monthly bills during the next twelve months after the adjustment has been determined.

5.1.2 Charges for debt service for the Broward County North District Regional Treatment Plant and Disposal Facilities, shall be computed by determining the ratio of the amount of plant capacity reserved by CUSTOMER to the total committed plant capacity, reserved by all users or CUSTOMERS multiplied by total debt service.

5.1.3 Charges for debt service for the Broward County transmission facilities, including regional pumping stations, force mains and appurtenances thereto, shall be computed by determining the ratio of the amount of transmission capacity reserved by CUSTOMER to the total committed transmission capacity, reserved by all users or CUSTOMERS multiplied by total debt service.

5.1.4 Any surplus amounts collected by COUNTY pursuant to

this section to meet the requirements of bond obligations and covenants shall be used by COUNTY only for any lawful and legal purpose within the North District Regional System.

5.1.5 The Improvement, Repair, and Replacement Fund shall be maintained by the COUNTY through a surcharge as defined in Article 2.15. Said Fund will be maintained at a level not to exceed five percent (5%) of the total cost of the Broward County North District Regional Transmission, Treatment and Disposal Facilities. Any amounts collected by COUNTY shall be used only for improvements, repair, and replacements to the North District Regional Transmission and Treatment Facilities.

## 5.2 ADDITIONAL CAPACITY

As additional facilities are required to be constructed, such individual reserve capacity shall be based upon the capacity reserved from the total facilities including such additions.

In determining the charges to CUSTOMER pursuant to this Agreement for the expansion and construction of plant facilities and transmission facilities, it is the intent of this Agreement to provide that payments made for principal, interest, and other amounts shall be based upon CUSTOMER'S reserve capacity in relation to the total reserve capacity as defined in Article 5.1.2 and 5.1.3.

5.3 CUSTOMER RESERVING ADDITIONAL CAPACITY

In the event that it becomes necessary for CUSTOMER to secure additional reserve transmission or treatment capacity, CUSTOMER will be required to pay all costs of principal, interest, and bond coverage charges attributable to the additional amount of reserve capacity reserved by CUSTOMER.

5.3.1 It is COUNTY'S intention that any CUSTOMER availing itself of COUNTY'S facilities for the receipt of wastewater transmission, treatment, and disposal services, shall pay all prior costs of principal, interest, and bond coverage charges attributable to the amount of reserve capacity reserved by such CUSTOMER. Such amounts shall be remitted to all those CUSTOMERS that have previously borne the cost of such principal, interest, and bond coverage charges, in the proportion that each CUSTOMER'S reserve capacity bears to the total committed plant capacity reserved by all CUSTOMERS.

5.4 CHARGE FOR EXCESSIVE FLOWS

In the event that the average monthly flow of any CUSTOMER exceeds its transmission or treatment reserve capacity for a period of three (3) successive months, then the monthly charge to the CUSTOMER shall be increased by the percentage that the CUSTOMER exceeds its commitment for each month thereafter that its flow exceeds the amount of its reserve capacity. Nothing in this section shall be construed to waive or rescind any rights that COUNTY shall have pursuant

to Article 3.6 relating to the limitation of COUNTY'S obligation to provide transmission and treatment capacity to CUSTOMER only up to the amount CUSTOMER has reserved.

5.5 REVIEWS

COUNTY agrees that reviews of the cost of providing wastewater treatment, transmission, and disposal services shall be made annually, based on the COUNTY'S fiscal year. The fees, rates and charges which will be effective during the next succeeding fiscal year to the CUSTOMER and other customers of the same class, (i.e., within the same district) will be developed by the COUNTY following such annual review. In developing such fees, rates and other charges for the next succeeding fiscal year, the costs, as defined herein, during the current fiscal year, the audited costs for the preceding fiscal year, and the anticipated changes in costs in the next succeeding fiscal year, will be the preliminary basis for establishing the fees, rates and other charges for the next succeeding fiscal year.

5.6 PAYMENT AND PENALTIES FOR NON-PAYMENT

Both parties agree that COUNTY shall bill CUSTOMER for wastewater transmission, treatment, and disposal services on a monthly basis in accordance with its standard billing procedures, CUSTOMER shall pay such billings within forty-five (45) days of the date of mailing the monthly bill. Should CUSTOMER not pay within the forty-five (45) day period, CUSTOMER shall pay an interest penalty on the unpaid balance at the maximum rate allowable by state statute. Should a

billing or a portion of a billing be outstanding for a period of more than sixty (60) days from the date of the original billing, then the CUSTOMER shall be considered in default and the COUNTY, in addition to all other rights and remedies, shall have the right and power, by suit, action, mandamus or other such proceedings at law or in equity, to protect, enforce, and compel performance by the CUSTOMER and any of the officers, agents, or employees of said CUSTOMER to perform and carry out its and their duties and obligations under this Agreement or applicable law.

5.7 CUSTOMER ACCESS TO COUNTY RECORDS

COUNTY agrees to maintain accounting records for wastewater transmission, treatment, and disposal facilities, and to have said records audited annually. COUNTY will furnish to CUSTOMER a copy of the COUNTY'S annual audit, and the most recently adopted annual budget for review. COUNTY agrees to maintain information in sufficient detail to permit CUSTOMER to ascertain the cost, as defined herein, of wastewater transmission, treatment, and disposal services, separate and apart from the cost of other services of COUNTY. Upon reasonable notice given by CUSTOMER, COUNTY will make available to CUSTOMER, at COUNTY'S offices, its books and records regarding operation of the wastewater transmission, treatment, and disposal facilities.

5.8 COUNTY TO HAVE JURISDICTION

Both parties agree that COUNTY has sole and exclusive authority and jurisdiction as to administration, operation and

maintenance of COUNTY system, establishing the annual budget, establishing and amending service fees, rates, and other charges as provided in the Broward County Code for efficient operation and maintenance of the facilities and all other matters and things pertaining to the wastewater transmission, treatment, and disposal facilities. However, COUNTY agrees to consider the recommendations that it receives from the individual CUSTOMERS and the District Advisory Board before making decisions in areas in which the individual CUSTOMERS and the Advisory Board have an interest.



ARTICLE 6

PROVISIONS PERTAINING TO ADDITIONAL OBLIGATIONS  
OF BOTH PARTIES UNDER THIS CONTRACT

6.1 COUNTY TO EXPAND SYSTEM AND APPLY FOR GRANTS

COUNTY agrees to provide whatever extensions and expansions to COUNTY'S transmission, treatment, and disposal facilities as may be necessary to provide for CUSTOMER'S future scheduled flow, as set forth herein in Article 3.5, provided that upon the COUNTY'S review, with consideration given to recommendations of the District Advisory Board, a facilities expansion is determined to be appropriate. Toward this objective COUNTY will make application for appropriate financial assistance from federal, state, and local programs under which said facilities and the project may be eligible. Further, COUNTY agrees to apply applicable portions of any such assistance which may be received to offset capital costs of the COUNTY system.

6.2 CUSTOMER TO DELIVER ALL WASTEWATER

CUSTOMER agrees, during the term of this Agreement, to deliver all existing and future wastewater flows collected by it, whether collected within or without its existing service area, to COUNTY facilities, which flows shall not exceed amounts set forth herein in Article 3.6, as existing or as hereafter amended, for the length of this Agreement, and COUNTY agrees to accept such wastewater flow not exceeding amounts set forth herein in Article 3.6, as existing or as hereafter amended, for the length of this Agreement.

6.3 CHANGE IN SCHEDULED FLOWS

Both parties agree that the schedule of flows shown in Article 3.5 herein shall be the basic schedule, however same may be altered from time to time for the following reasons:

6.3.1 CHANGES NECESSARY BECAUSE OF DEVELOPMENT

The projections in Article 3.5 may be revised by written agreement of the parties at any time. COUNTY shall revise the projections attributable to CUSTOMER upward or downward, provided COUNTY has not yet engaged a firm to prepare plans for additions or modifications to COUNTY facilities, the need for such plans being based in part upon projections made by CUSTOMER. CUSTOMER shall be given notice by certified mail, return receipt requested, at least ninety (90) days prior to the date of engaging a firm to prepare said plans for additions or modifications, which notice shall advise CUSTOMER that action is being contemplated by COUNTY and requesting that any modifications which CUSTOMER may wish to make in its flow projection schedule in Article 3.5 be submitted to COUNTY before said date.

COUNTY may allow CUSTOMER to modify its projected flow schedule commitment if another purchaser or customer of wastewater treatment from COUNTY is willing to accept an agreed-upon portion of CUSTOMER'S surplus allocation, or if said other purchaser of wastewater treatment is willing to provide CUSTOMER

with a specific portion of its surplus allocation; provided, however, that before COUNTY shall allow<sup>11</sup> such modification, any CUSTOMER requiring additional reserve capacity shall be required to first accept uncommitted reserve capacity, if any exists, of COUNTY'S transmission, treatment, and disposal facilities prior to accepting surplus allocation from another CUSTOMER. COUNTY will require that the purchasing CUSTOMER remit to the selling CUSTOMER any and all principal, interest, and bond coverage charges applicable to and for which the selling CUSTOMER has paid regarding that portion of the committed flow that is being accepted by the purchasing CUSTOMER, as part of COUNTY'S approval of the modification of the CUSTOMERS' flow schedules. COUNTY may amend its Agreements with both the purchasing CUSTOMER and the selling CUSTOMER upon receipt of certified resolutions of the governing bodies of the purchasing CUSTOMER and the selling CUSTOMER, which certified resolutions shall specify the desired modification and the effective date.

6.3.2 CHANGES BY OUTSIDE AGENCIES

COUNTY may revise the schedule if any federal, state, or local agency promulgates regulations that require a change in scheduling flows. If there is a determination by either party that regulations requiring a change in scheduling flows are unreasonable, either

party reserves the right to challenge said regulations in court.

6.3.3 CHANGES BEYOND COUNTY'S CONTROL

COUNTY may revise the flow schedule for such periods as are reasonable and necessary if anticipated construction is delayed for any reason beyond the control of COUNTY. The reasons for delay may be, but are not limited to, the following: contractor delays beyond completion date, and lack of acceptance or approval by regulatory agencies.

6.4 CUSTOMER TO CHARGE ADEQUATE RATES

CUSTOMER agrees to establish and maintain service charges or other means of obtaining funds within its area of jurisdiction sufficient to provide monthly payments to COUNTY for wastewater transmission and treatment services, and that such means shall be revised as may be required from time to time to provide sufficient funds to pay any sums due COUNTY under the terms of this Agreement.

6.5 GRANT INFORMATION

CUSTOMER and COUNTY agree to provide each other with all necessary information pertinent to CUSTOMER'S or COUNTY'S system and service area which any federal, state, or local agencies shall require in an application for financial assistance in the construction of COUNTY'S transmission, treatment, and disposal facilities or CUSTOMER'S collection and transmission facilities. Further, CUSTOMER and COUNTY agree to adopt such regulations, execute such Agreements and

do such work as said federal, state, or local agencies may require as part of COUNTY'S or CUSTOMER'S application for funds.

ARTICLE 7

PROVISIONS PERTAINING TO VIOLATIONS AND  
EXCEPTIONS TO THE TERMS OF THIS AGREEMENT

7.1 AGREEMENT NOT TO BE CANCELLED

Both parties agree that each is undertaking a major obligation in assigning all of CUSTOMER'S existing and future wastewater flow to COUNTY'S system, and therefore each agrees with the other that this Agreement will not be cancelled on any conditions except by a mutual cancellation agreement between the parties hereto, which will be a written document executed with the same formality and of equal dignity herewith.

7.2 NOTICES OF VIOLATION TO CUSTOMER

COUNTY shall serve CUSTOMER with written notice stating the nature of any violation of this Agreement by CUSTOMER. Said notice shall provide a reasonable time limit for the satisfactory correction thereof. CUSTOMER shall, within the period of time stated in such notice, permanently cease or correct all violations.

7.3 LIABILITY IN VIOLATION

CUSTOMER and COUNTY agree that, if either is guilty of violating any of the provisions of this Agreement, the guilty party shall become liable to the other party for any expense, loss, or damage occasioned by reason of such violation, provided, however, any payment by COUNTY to CUSTOMER or CUSTOMER to COUNTY for a violation of any provisions of this Agreement shall be from such source other than revenues

pledged to bond holders, as may be legally available to COUNTY or CUSTOMER respectively.

7.4 DISPUTE OVER VIOLATION

CUSTOMER agrees that, in the event of any continuing violation by CUSTOMER of the provisions herein contained which shall continue beyond the date stated in the notice described above and that relates to the payment of money, the COUNTY shall submit to CUSTOMER an initial, dated, proposed-billing invoice, and if the parties by conference do not settle and agree that a violation exists, or if the parties do not agree upon the amount invoiced if a violation does exist, within thirty (30) days from the billing date, then the CUSTOMER shall automatically deliver to COUNTY the amount billed. However, the amount of the bill that is in dispute shall be deposited in a joint trust interest-bearing bank account in a banking institution agreeable to both parties during such continuing claimed violation. Neither party shall unilaterally withdraw funds prior to resolution by agreement or court adjudication. The adjustment of the billing invoice amount, or actual cost, expense, or damage shall be subject to subsequent agreement or court adjudication.

7.5 PAYMENT OF LITIGATION COSTS

CUSTOMER agrees to hold and save harmless COUNTY from costs and expenses incurred by CUSTOMER or COUNTY in any litigation to which CUSTOMER or COUNTY may become a party, as either plaintiff or defendant, resulting from the effects of

the improper introduction of materials by CUSTOMER, or any users of CUSTOMER'S collection system, into the COUNTY facilities, or any portion thereof, which may cause damage within or without the COUNTY system.

7.6 FORCE MAJEURE

Both parties agree that any temporary cessation of wastewater transmission and wastewater treatment and effluent disposal services resulting from an Act of God, fire, strikes, casualty, necessary maintenance work, breakdown or injury to machinery, pumps or pipe lines, insurrection or riot, or civil or military authority, shall not constitute a breach of this Agreement on the part of COUNTY or CUSTOMER and neither COUNTY nor CUSTOMER shall be liable to the other for any damage resulting from such cessation, and until a written notice to the contrary may be received from federal, state, or local agencies, COUNTY shall continue to accept and dispose of the wastewater transmitted to it by CUSTOMER, if physically possible, regardless of the degree of treatment available.

7.7 JURISDICTION OF OTHER AGENCIES

Both parties agree that certain federal, state, and local agencies have some jurisdiction and control over pollution matters and should any such agency, excluding the Board of County Commissioners of Broward County, Florida, issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, there shall be no liability on either party



because of such action, provided that COUNTY shall not be precluded from making a necessary adjustment to the sewage transmission and treatment charges defined in Article 5. It is further agreed that if such agency shall request a change in the provisions of this Agreement that both parties will, by mutual agreement, make every effort to comply with such request. However, the terms of this article shall not preclude administrative or judicial challenge, or both, of such order by either or both parties hereto. This provision shall not be construed so as to permit CUSTOMER to terminate this Agreement.

ARTICLE 8

PROVISIONS PERTAINING TO THE  
ADMINISTRATION OF THIS AGREEMENT

8.1 DATE OF BEGINNING

Both parties agree to be bound by this Agreement as of the date of its execution. Should CUSTOMER, through no fault of COUNTY, not avail itself of the COUNTY facilities when such facilities are available or within the applicable time period, it will pay the applicable standby charges, as defined and described in Article 8.1.2 below.

8.1.1 DATE OF CUSTOMER CONNECTING TO COUNTY FACILITIES

COUNTY will keep CUSTOMER informed as to the construction schedules of those facilities necessary to serve CUSTOMER. The COUNTY shall give CUSTOMER notice of the completion date as certified by its Engineer of the construction of all COUNTY facilities necessary to serve CUSTOMER and CUSTOMER shall be prepared to deliver all of its wastewater to the point of connection on this completion date or within three (3) months of the date of this notice, whichever date is later.

8.1.2 BASIS OF STANDBY CHARGES

Should CUSTOMER fail to deliver all of its wastewater on the date above agreed upon, then COUNTY will bill and CUSTOMER will pay the monthly charges set forth in Article 5 hereof based upon one hundred percent (100%) of the gallonage collected by CUSTOMER within its jurisdiction.

8.1.3 CUSTOMER WITH NO FLOW

In the event CUSTOMER has no flow to deliver to COUNTY on the date above agreed upon, CUSTOMER shall pay only such amounts, based on its reserve capacity, as are attributable to principal, interest, and coverage of bonded indebtedness.

8.2 TERMINATION AND EXTENSION OF AGREEMENT

Both parties agree that this Agreement shall begin and bind the parties as set forth in Article 8.1 hereof and shall terminate at the end of the COUNTY'S next full succeeding fiscal year subsequent to such time as all obligations, notes, or bonds heretofore or hereafter issued for the financing of the North District Regional Transmission, Treatment, and Disposal Facilities, or any part of said facilities, are retired or satisfied.

8.3 INVALIDITY OF AGREEMENT

Both parties agree that the invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

8.4 BINDING ON SUCCESSORS

Both parties agree that this Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.

8.5 LEGAL REQUIREMENTS

Both parties agree that all legal requirements for execution of this Agreement have been performed, and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Agreement.

8.6 GIVING OF NOTICE

Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified or registered mail to the following:

COUNTY:

Board of County Commissioners  
C/O County Administrator  
4th Floor, Broward County  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

UTILITIES DIVISION:

Broward County  
Utilities Division  
2401 North Powerline Road  
Pompano Beach, Florida 33069

CUSTOMER:

Parkland Utilities, Inc.  
7501 South Cypress Head Drive  
Parkland, Florida 33067-1299

8.7 ALL PRIOR AGREEMENTS SUPERSEDED

This document supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity.

8.8 EXECUTION

This Agreement shall be executed in four (4) copies, each of which shall be deemed an original. CUSTOMER shall provide COUNTY with a copy of CUSTOMER'S Resolution or evidence of other action authorizing CUSTOMER to execute this Agreement, which Resolution or other document shall be attached hereto as Exhibit "D" and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_ signing by and through \_\_\_\_\_ of the \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONER

Chester Bruce  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By Sylvia Pitzer  
Chair  
14 day of June, 1988

This document reviewed by  
Office of General Counsel  
for Broward County, Florida  
Susan Delegal, General Counsel  
Room 423, Broward County  
Governmental Center  
Fort Lauderdale, FL 33301

By Robert E. Hone 25 MAY 1988  
Robert E. Hone  
Assistant General Counsel

CUSTOMER

ATTEST:

PARKLAND UTILITIES, INC.

William Balsigner  
William Balsigner *Sec.*

By Ronald M. Nunes  
Ronald M. Nunes  
Vice-President

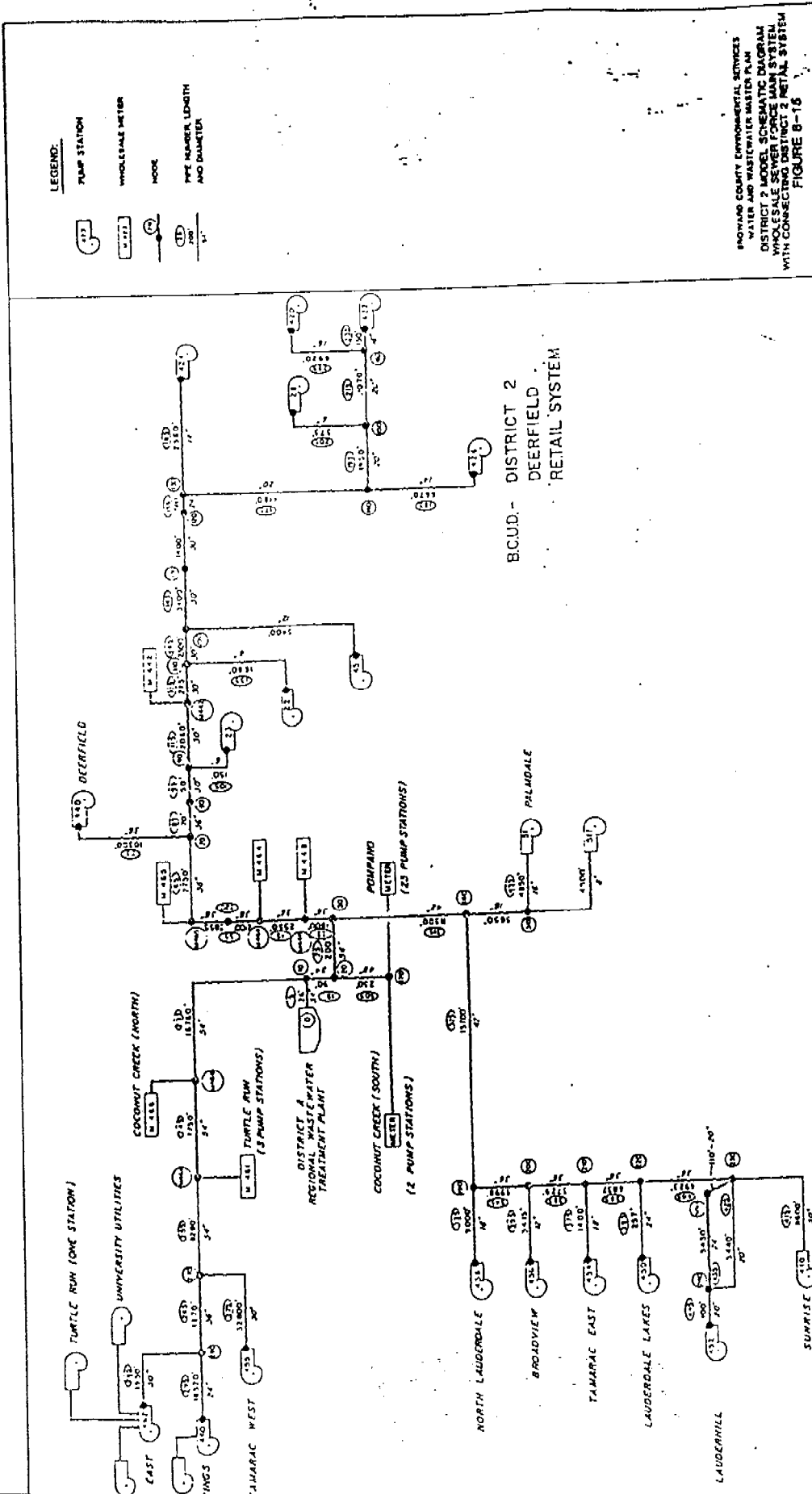
13 day of May, 1988

John Jarvis  
John Jarvis

LIST OF EXHIBITS

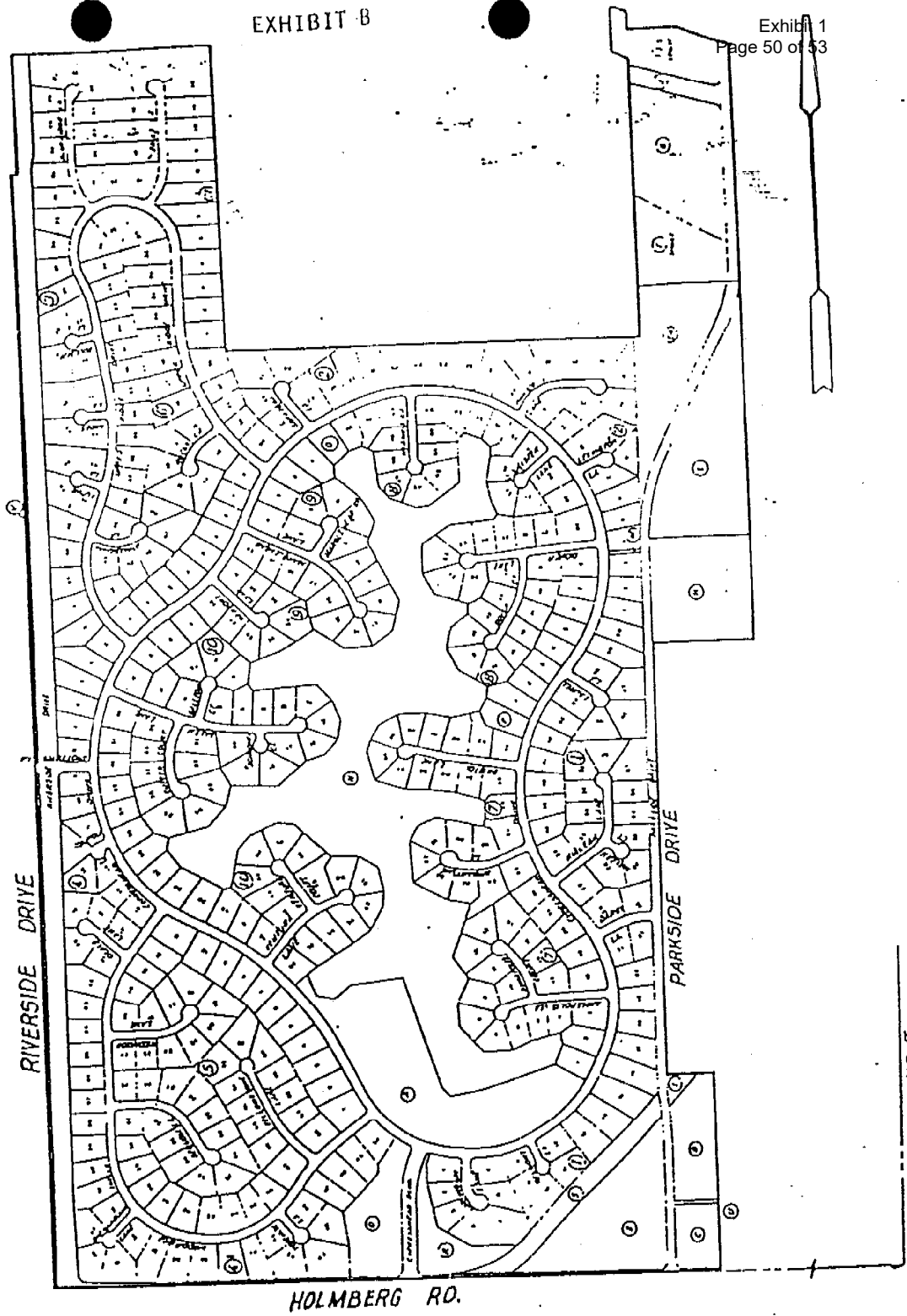
- A. County transmission and treatment system.
- B. Customer's service area.
- C. Customer's point(s) of connection.
- D. Customer's resolution to authorize appropriate official to execute Large User Agreement.





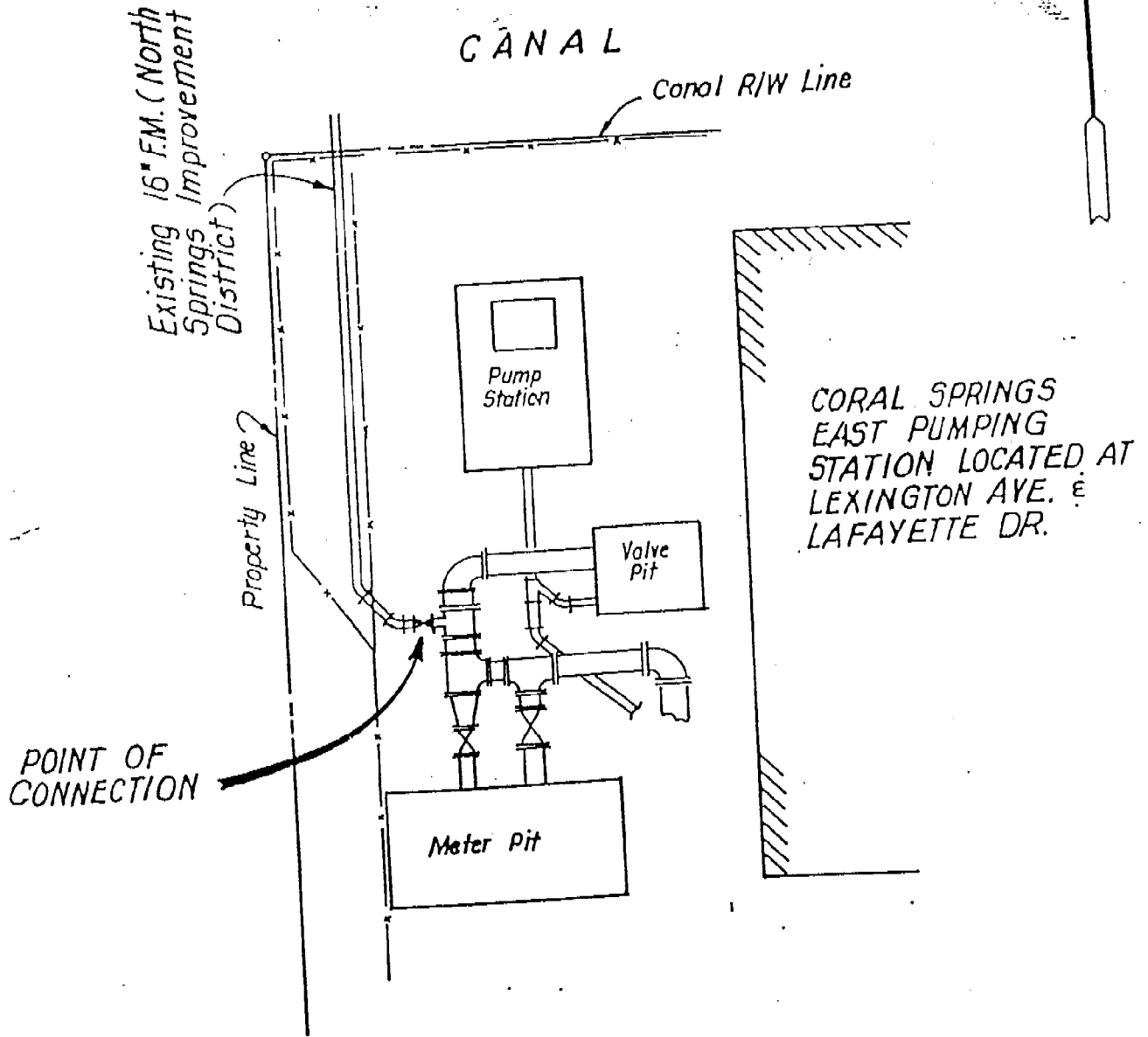
SERVICE AREA  
DESCRIPTION

PARKLAND LAKES  
U.D. As recorded  
in Plat Book 102,  
Page 44, Public  
Records of Broward  
County, Florida.



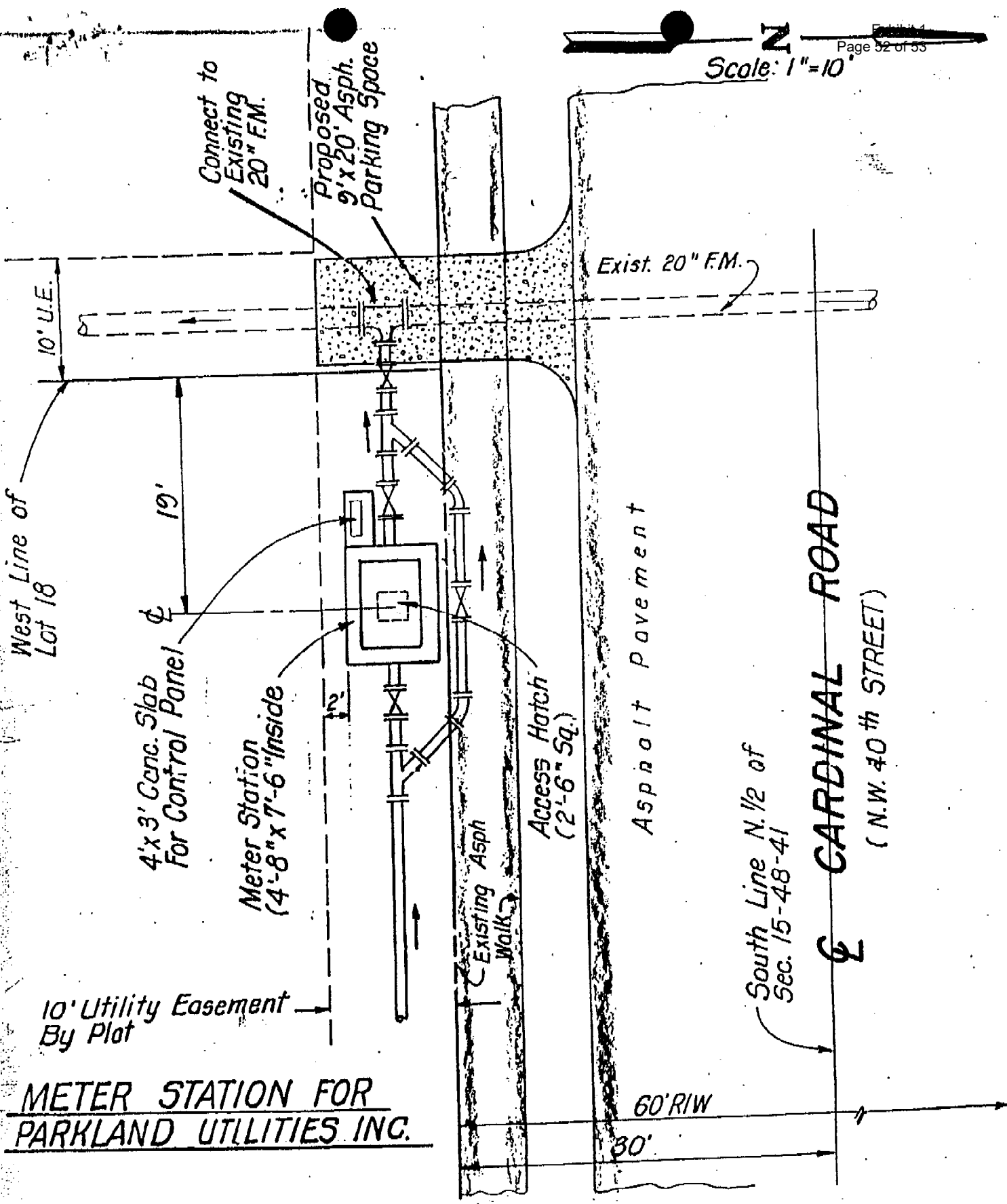
PARKLAND UTILITIES INC. SERVICE AREA  
BOUNDARY

EXHIBIT B



POINT OF CONNECTION LOCATION FOR  
PARKLAND UTILITIES, INC. @ CORAL  
SPRINGS EAST PUMPING STATION

Scale: 1"=10'



**METER STATION FOR  
PARKLAND UTILITIES INC.**

EXHIBIT C-2

*Parkland Utilities, Inc.*

ADDRESS ALL CORRESPONDENCE TO BUSINESS OFFICE  
7501 S. Cypress Head Drive, Parkland, FL 33067 Phone 753-7903

WATER AND WASTEWATER PLANT

8001 Parkside Drive, Parkland, FL 33067

CORPORATE RESOLUTION

I, the undersigned William E. Balsinger, the Secretary of Parkland Utilities, Inc., a Florida corporation, certify that at a Special Meeting of the Board of Directors of said corporation, duly called and held on the 27th day of February, 1987, at which meeting a quorum of said Board was present and acting throughout, the following resolution was duly adopted by the unanimous vote of all the Directors present and the same has not since been rescinded or modified, and is presently in full force and effect:

NOW, THEREFORE, BE IT RESOLVED, that effective March 1, 1987, that Ronald M. Nunes and John F. Jarvis be and hereby are elected as Vice Presidents of Parkland Utilities, Inc., a Florida corporation.

NOW, THEREFORE, BE IT RESOLVED, that RONALD M. NUNES and JOHN F. JARVIS as Vice Presidents of the said corporation be, and they hereby are empowered and authorized to execute on behalf of and in the name of this corporation any instruments or documents, (including but not limited to contracts for sale & purchase) and to take such other actions as they may deem necessary or desirable in order to effectuate the closing of the transaction.

RESOLVED, FURTHER, that this corporation ratifies and confirms the actions previously taken by the officers of this corporation, or any one of them, acting alone, in connection with the transaction described hereinabove, its consummation and all other actions taken incidental thereto.

DATED this 27th day of February, 1987.

*William E. Balsinger*  
Secretary

(corporate seal)

