

ORIGINAL

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April 19, 1999

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

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Re: Docket No. 980242-SU

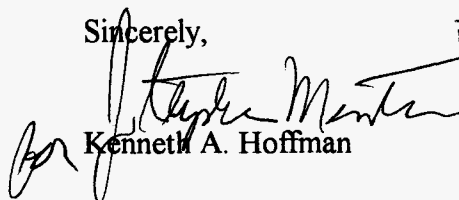
Dear Ms. Bayo:

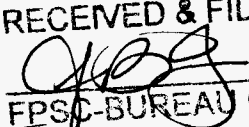
Enclosed herewith for filing in the above-referenced docket on behalf of Lindrick Service Corporation ("Lindrick") are an original and fifteen copies of Lindrick's Motion for Leave to File Second Amended Petition for Limited Proceeding to Implement Two-Step Increase in Water and Wastewater Rates and Emergency Motion for Temporary Increase in Wastewater Rates and the attached Second Amended Petition and Appendices.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,


Kenneth A. Hoffman

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Amended Petition of Lindrick)	
Service Corporation for a Limited)	Docket No. 980242-SU
Proceeding to Implement a Two-Step)	
Increase in Wastewater Rates.)	Filed: April 19, 1999
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**LINDRICK SERVICE CORPORATION'S
MOTION FOR LEAVE TO FILE
SECOND AMENDED PETITION FOR LIMITED PROCEEDING
TO IMPLEMENT TWO-STEP INCREASE IN
WATER AND WASTEWATER RATES**

- - and - -

**EMERGENCY MOTION FOR TEMPORARY INCREASE
IN WASTEWATER RATES**

Lindrick Service Corporation ("Lindrick"), by and through its undersigned counsel, hereby moves for leave to file its attached proposed Second Amended Petition for a Limited Proceeding to Implement a Two-Step Increase in Water and Wastewater Rates and for an emergency, temporary increase in wastewater rates. In support of these motions, Lindrick states as follows:

1. On September 17, 1998, Lindrick filed a Motion for Leave to File an Amended Petition for a Limited Proceeding to Implement a Two-Step Increase in Wastewater Rates and a Proposed Amended Petition incorporating the details and conditions of the May 19, 1998 Bulk Wastewater Agreement between the City of New Port Richey ("City") and Lindrick, and Lindrick's Consent Order with the Department of Environmental Protection ("DEP") issued June 26, 1998. As detailed in the Amended Petition and supporting documents, Lindrick requested a Phase I wastewater rate increase of 84.95% and a Phase II final wastewater rate increase of 131.55%. The Phase I increase was intended to allow Lindrick to recover the costs of: (a) the City's bulk

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wastewater treatment rate of \$2.85 per 1,000 gallons; and (b) the estimated costs for collection system improvements necessary to reduce the chloride level in Lindrick's wastewater to 600 mg/L by May 12, 1999, which was a precondition imposed by the City and DEP for commencement of the City's bulk wastewater treatment service. The Phase II final rate increase contemplated by the Amended Petition was intended to allow Lindrick to recover the costs of, inter alia, collection system improvements which would reduce the chloride level in Lindrick's wastewater to below 400 mg/L by May 19, 2000, removal of Lindrick's wastewater treatment plant from service no later than May 19, 1999, and retrofit of Lindrick's wastewater treatment plant to a master lift station to equalize effluent flows to the City.

2. Subsequent to the filing of Lindrick's Amended Petition, the City has increased its bulk wastewater treatment rate to \$2.89 per 1,000 gallons. In addition, as a result of the DEP permitting process, DEP has required Lindrick to build a new transfer pumping facility (rather than retrofit the existing wastewater treatment plant to a master lift station/flow equalization facility) as an additional precondition to the purchase of the City's bulk treatment service.

3. Attached to this Motion is Lindrick's proposed Second Amended Petition for a Limited Proceeding to Implement a Two-Step Increase in Water and Wastewater Rates. The Second Amended Petition details and provides justification for the additional costs and operating expenses necessary to comply with the Bulk Wastewater Agreement, Consent Order and additional permitting requirements imposed by DEP, as preconditions to commencement of bulk wastewater treatment service from the City. The Second Amended Petition also presents detailed data and justification for the procurement of managerial, engineering, accounting and administrative services from outside, third party vendors, in response to the Commission staff's continued dissatisfaction with and

downward adjustments to the below market expense levels for such services provided by Lindrick and related parties. Finally, the Second Amended Petition adds a proposed water rate increase based on rate base, expenses and revenues, with appropriate adjustments, for the year ended December 31, 1997, to allow Lindrick the opportunity to earn its Commission authorized overall rate of return of 9.76%.

4. Pursuant to the Second Amended Petition, Lindrick requests increases in wastewater and water revenue requirements as follows:

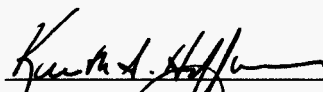
- a. Phase I wastewater rate increase - 133.26%;
- b. Phase II wastewater increase assuming no change in related party services - 142.67%;
- c. Phase II wastewater increase if all related party expenses are replaced with contract services from third parties - 158.13%;
- d. Phase II water increase if no change in related party services - 19.05%; and
- e. Phase II water increase if all related party expenses are replaced with contract services from third parties - 40.64%.

5. As detailed in the Second Amended Petition, Lindrick has completed the collection system improvements necessary to reduce the chloride level in Lindrick's wastewater to at or below 600 mg/L. In addition, the required new transfer pumping facility will be completed prior to May 12, 1999. Under the Bulk Wastewater Agreement with the City, Lindrick must commence bulk wastewater treatment from the City on or before May 12, 1999 or risk termination of the Agreement by the City. Lindrick also faces substantial monetary penalties under the DEP Consent Order if bulk treatment service from the City is not commenced prior to May 19, 1999. Accordingly, Lindrick requires an emergency, temporary increase in wastewater rates to recover the costs for the Phase I

wastewater revenue requirements prior to May 12, 1999. Lindrick is prepared to post adequate security for the emergency, temporary increase for the Phase I wastewater rates in the event a refund is ordered by the Commission after consideration of the proposed final increase for Phase II water and wastewater revenue requirements. The Commission has previously granted emergency, temporary rates under similar circumstances in the past. See, e.g., In Re: Application for Limited Proceeding Increase in Wastewater Rates by Forest Hills Utilities, Inc. in Pasco County, Order No. PSC-97-0207-FOF-SU issued February 21, 1997, citing Order Nos. PSC-92-0127-FOF-SU (Aloha Gardens Wastewater System) and 25711 (Mad Hatter Utility, Inc.).

WHEREFORE, for the foregoing reasons, Lindrick Service Corporation respectfully requests that the Commission issue an order authorizing the filing of Lindrick's Proposed Second Amended Petition for a Limited Proceeding to Implement a Two-Step Increase in Water and Wastewater Rates and granting an emergency, temporary increase in wastewater rates for the proposed Phase I wastewater revenue requirement increase prior to May 12, 1999.

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

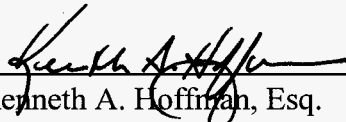
(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery to the following this 19th day of April, 1999:

Ralph Jaeger, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, Florida 32399-0850



Kenneth A. Hoffman, Esq.

Lind3.mot

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Amended Petition of Lindrick)	
Service Corporation for a Limited)	Docket No. 980242-SU
Proceeding to Implement a Two-Step)	
Increase in Wastewater Rates.)	Filed: April 19, 1999
_____)	

**SECOND AMENDED PETITION OF LINDRICK SERVICE CORPORATION
FOR A LIMITED PROCEEDING TO IMPLEMENT A TWO-STEP
INCREASE IN WATER AND WASTEWATER RATES**

Lindrick Service Corporation ("Lindrick"), by and through its undersigned counsel, and pursuant to Sections 367.081 and 367.0822, Florida Statutes, hereby files this Second Amended Petition requesting the Commission to conduct a limited proceeding to implement a two-step increase in Lindrick's rates for wastewater and water services to its customers in Pasco County, Florida. Lindrick requests that its proposed Phase I wastewater rates be approved on an emergency, temporary basis subject to refund. Lindrick requests that its proposed Phase II water and wastewater rates be approved as final rates. In support of this Second Amended Petition, Lindrick states as follows:

INTRODUCTION

1. Petitioner's name and address is:

Lindrick Service Corporation
4925 Cross Bayou Boulevard
New Port Richey, Florida 34656-1176

2. All notices, orders, pleadings, discovery and correspondence regarding this Second Amended Petition should be provided to the following attorneys on behalf of Petitioner:

Kenneth A. Hoffman, Esq.
John R. Ellis, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, FL 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Telecopier)

3. Lindrick Service Corporation ("Lindrick") is a Class B utility regulated by the Commission. Lindrick provides water and wastewater service to approximately 5000 customers in Pasco County, Florida.

4. Lindrick has operated a wastewater treatment plant serving residents of the Gulf Harbors community since the early 1960s. The original plant facility was constructed in the 1950s, and was taken out of service in 1972 upon completion of a larger 500,000 gallon per day facility. A second 500,000 gallon per day facility began operation in 1982. The effluent from the plant has been discharged via Cross Bayou to the Gulf of Mexico.

5. Lindrick has operated the plant under the jurisdiction of both the United States Environmental Protection Agency and the Florida Department of Environmental Protection ("DEP"). Since 1994, the plant has been subject to increasingly stringent effluent testing requirements and associated costs.¹ As a condition to the 1994 renewal of its DEP permit, Lindrick became subject to new requirements for ambient monitoring of the receiving body of water, new effluent testing limits, and increased staffing requirements for plant operation, together with a reduction to 750,000 gallons per day of the permitted capacity of the plant.

¹In Order No. PSC-96-1563-FOF-WS issued in Docket No. 961356-WS, the Commission authorized a relatively minor pass-through increase in rates to allow Lindrick to recover certain costs incurred in 1994 for wastewater quality testing.

6. Lindrick's wastewater collection system utilizes clay tile which was installed approximately 40 years ago when the Gulf Harbors community was developed on property dredged and filled in the Gulf of Mexico. Under high tide conditions, the collection system is submerged in salt water, which has infiltrated the collection system and caused chloride levels in the effluent to be in excess of acceptable limits.

7. Lindrick requests this limited proceeding as a result of:

(a) a Notice of Violation and Orders for Corrective Action issued by DEP to Lindrick on January 13, 1998 ("DEP Notice");

(b) a Bulk Wastewater Agreement between the City of New Port Richey ("City") and Lindrick approved by the City Council on May 19, 1998;

(c) the City's increase in the bulk wastewater rate from \$2.85 per 1,000 gallons outlined in the Bulk Wastewater Agreement to \$2.89 per 1,000 gallons pursuant to the adoption of City Ordinance No. 1483 on or about February 16, 1999;

(d) a Consent Order issued by DEP on June 26, 1998 resolving the issues raised in the DEP Notice;

(e) wastewater collection system rehabilitation and improvements and the construction of a new transfer pumping facility required under the Bulk Wastewater Agreement, Consent Order and additional requirements imposed by DEP following the issuance of the Consent Order; and

(f) underearnings experienced by Lindrick's water operations for the year ended December 31, 1997.

8. In support of this Second Amended Petition, Lindrick has attached the following documents:

Appendix A - The DEP Notice issued January 13, 1998.

Appendix B - The Bulk Wastewater Agreement between the City and Lindrick approved by the City Council on May 19, 1998.

Appendix C - The Consent Order issued by DEP on June 16, 1998.

Appendix D - The schedules supporting Lindrick's proposed Phase I and Phase II increases in wastewater revenue requirements and rates included in the Revised Special Report dated September 3, 1998 and filed on September 17, 1998 as Appendix 2 to Lindrick's Amended Petition for Limited Proceeding.

Appendix E - The engineer's (H2O Utility Services, Inc.) revised estimates for collection system improvements by construction phase included in the Revised Special Report dated September 3, 1998 and filed on September 17, 1998 as Appendix 2 to Lindrick's Amended Petition for Limited Proceeding.

Appendix F - Revised tariffs for the proposed increase in Phase I wastewater rates.

Appendix G - Revised tariffs for the proposed increase in Phase II wastewater rates, assuming no change in operations, discussed infra.

Appendix H - Revised tariffs for the proposed increase in Phase II wastewater rates, assuming all related party expenses are replaced with contract services from third parties, discussed infra.

Appendix I - Revised tariffs for the proposed increase in Phase II water rates, assuming no change in operations, discussed infra.

Appendix J - Revised tariffs for the proposed increase in Phase II water rates, assuming all related party expenses are replaced with contract services from third parties, discussed infra.

Appendix K - Lindrick's Second Revised Special Report dated April 13, 1999 documenting the revised proposed Phase I and Phase II wastewater revenue requirements and rates requested pursuant to this Second Amended Petition.

Appendix L - Lindrick's Special Report dated April 2, 1999 documenting the proposed Phase II water revenue requirements and rates requested pursuant to this Second Amended Petition.

BACKGROUND

9. The DEP Notice required Lindrick, in the best judgment of its officers, to discontinue operation of its plant as a wastewater treatment facility, to enter into an agreement with the City to purchase wastewater treatment service, and to convert its plant to use as a flow equalizing master pumping station.

10. Lindrick timely challenged the DEP Notice and investigated the alternative courses of action available to it to comply with the DEP Notice, as well as the costs associated with such alternatives.

11. There were three options available to Lindrick for achieving compliance with the DEP Notice. The three alternatives were: 1) to make improvements to the existing plant so that it may be operated in compliance with DEP permit requirements for discharge of the effluent to the Gulf of Mexico; 2) to make improvements to the existing plant so that the effluent may be delivered to the Pasco County reuse system once such reuse system is operational; or 3) to send the raw influent to the City's plant for treatment, for which the City quoted a rate of \$2.85 per thousand gallons, and to convert Lindrick's existing plant for use as a flow equalizing master pumping station. Under the third option, the effluent would be delivered to the Pasco County reuse system once the system becomes operational.

12. DEP advised Lindrick that the first option was unacceptable. Implementation of the second or third option would require improvements to Lindrick's wastewater collection system, as stated below. Pasco County objected to the implementation of the second option due to the excessive chloride levels associated with the treatment of effluent by Lindrick, the expected adverse impact on the County's reuse system from such effluent, and the fact that effluent with lower chloride levels may be secured for reuse by Pasco County if the effluent is treated by the City's system. Therefore, Lindrick pursued the third option as the most prudent, feasible and cost-effective alternative.

13. Subsequent to the filing of its original Petition for Limited Proceeding in February 1998, Lindrick engaged in extensive negotiations with the City which were successfully culminated in the May 19, 1998 Bulk Wastewater Agreement. Lindrick also reached agreement with DEP resulting in the June 26, 1998 Consent Order.

PROPOSED PHASE I INCREASE IN WASTEWATER RATES

14. Pursuant to the Bulk Wastewater Agreement and Consent Order, and subsequent conditions imposed by DEP through the permitting process, Lindrick is required to make substantial improvements to its collection system and build a new transfer pumping facility as preconditions to the commencement of bulk service by the City. Specifically, prior to the commencement of bulk service by the City, Lindrick must incur additional investments and costs to:

- (a) construct improvements to its collection system necessary to demonstrate to the City that the chloride levels in Lindrick's wastewater system do not exceed 600 mg/L; and
- (b) build the new transfer pumping facility.

15. Once Lindrick satisfies these conditions, it is authorized to purchase bulk wastewater treatment service at the current rate of \$2.89 per 1,000 gallons. Under the Bulk Wastewater Agreement with the City, Lindrick must satisfy these conditions by May 12, 1999 (one year after execution of the Bulk Wastewater Agreement); otherwise, the City may terminate the Bulk Wastewater Agreement. Under the DEP Consent Order, Lindrick must satisfy these conditions and commence bulk service from the City by May 19, 1999 or risk payment of substantial penalties pursuant to the Consent Order.

16. Lindrick has satisfied all of the foregoing conditions and will be prepared to commence bulk wastewater treatment service from the City on May 12, 1999, subject to approval by the Commission of Lindrick's proposed Phase I wastewater rates on an emergency, temporary basis, subject to refund.

17. In addition, under the Bulk Wastewater Agreement and Consent Order, Lindrick must incur additional investments and costs for collection system rehabilitation and improvements necessary to reduce chloride levels below 400 mg/L by May 19, 2000.

18. Lindrick requests an emergency, temporary increase in wastewater rates, the Phase I increase, to allow Lindrick to recover the costs of : (a) the required collection system improvements to reduce chloride levels in the collection system to a maximum of 600 mg/L; (b) the required new transfer pumping facility; and (c) the bulk wastewater treatment service purchased from the City pursuant to the Bulk Wastewater Agreement and City Ordinance No. 1483. The revenue requirements associated with the Phase I costs represent a 133.26% increase in wastewater revenue requirements. Lindrick requests that the Commission approve the proposed Phase I wastewater rate

increase at the May 4, 1999 Agenda Conference or prior to May 12, 1999, to avoid termination by the City of the Bulk Wastewater Agreement and the imposition of monetary penalties by DEP.

PROPOSED PHASE II INCREASE IN WATER AND WASTEWATER RATES

19. The Phase II final increase in wastewater rates is intended to allow Lindrick to recover:

(a) the remaining investments and costs required to comply with the Bulk Wastewater Agreement and Consent Order, including the cost of collection system improvements necessary to reduce chloride levels below 400 mg/L;

(b) prudent investments and costs based on the year ended December 31, 1997 which would allow Lindrick the opportunity to earn its Commission established rate of return of 9.75% on water operations; and

(c) the additional and reasonable costs to secure outside contractual services for managerial engineering, accounting and administrative services currently performed by related parties or Lindrick employees.

20. The additional costs associated with third-party managerial, engineering, accounting and administrative services are requested in response to the Commission staff's proposed downward adjustments to the below-market expenses incurred by Lindrick for related party engineering, accounting and administrative services performed by Borda Engineering and in-house managerial services performed by Lindrick employees as reflected in the Staff's November 10, 1998 Audit Report. Lindrick proposes to recover these additional costs in Phase II water and wastewater rates by allocating the costs of the new utility manager and outside accounting services equally to water and wastewater operations. The costs of third party engineering services are allocated in the same

ratio as 1997 test year expenses per the Commission Staff Audit. The costs of contract operation, maintenance and management are allocated on the basis of adjusted water and wastewater operations and maintenance expenses per the Commission staff audit. The total revenue requirements associated with the Phase I and Phase II wastewater costs, assuming no change in related party services, represent a 142.67% increase in wastewater revenue requirements.²

21. The Second Revised Special Report attached as Appendix K addressing wastewater improvements, costs, proposed revenue requirements and proposed Phase I and Phase II rates updates the information and revises the costs, proposed revenue requirements and proposed rates reflected in the September 3, 1998 Revised Special Report. In addition to the Executive Summary, the Second Revised Special Report contains, inter alia:

(a) actual cost data through February, 1999 for the required Phase I wastewater facilities improvements and revised estimated costs to complete the Phase I and II improvements. The revised Phase I and II costs include the additional costs of \$542,146 for the new transfer pumping station mentioned above;

(b) all invoices received by Lindrick through the current date for the Phase I construction and services;

(c) increases in expenses (above those reflected in the September 3, 1998 Revised Special Report) necessary for Lindrick to recover current and projected operating expenses and tax expenses. Operating expenses are presented under two scenarios: (1) managerial, engineering, accounting and administrative services provided by Lindrick and related parties; and (2) managerial, engineering,

²The Phase II increase in wastewater revenue requirements amounts to a 158.13% increase if all related party expenses are replaced with contract services from third parties.

accounting and administrative services provided by third parties pursuant to outside contract arrangements.

(d) revised additional wastewater revenue requirements for Phase I and Phase II (under the two scenarios concerning the provision of managerial, accounting engineering and administrative services for Phase II); and

(e) revised schedules of present and proposed Phase I and Phase II rates (under the two scenarios concerning the provision of managerial, engineering, accounting and administrative services for Phase II).

22. The Special Report for water operations attached as Appendix L documents a required revenue requirement increase of \$127,327 to allow Lindrick the opportunity to earn its current authorized rate of return of 9.76% based on revenues, rate base and expenses, with appropriate adjustments, for the year ended December 31, 1997. The Special Report presents a schedule of present and proposed Phase II water rates with the proposed Phase II water rates presented under the two scenarios discussed above.

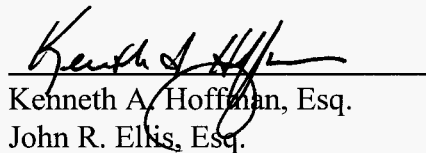
CONCLUSION

23. Lindrick requests that the Commission consider these matters in a limited proceeding and grant: (a) the requested Phase I increase in wastewater rates on an emergency, temporary basis so that Lindrick may commence the purchase of wastewater treatment service from the City on or before May 12, 1999; (b) the requested Phase II final increase in wastewater rates to allow Lindrick to recover prudently incurred costs to complete the above-described improvements to its collection system and comply with the Bulk Wastewater Agreement and DEP Consent Order; and (c) the requested Phase II final increase in water rates.

WHEREFORE, Lindrick requests that the Commission:

1. Grant an emergency, temporary increase in wastewater revenue requirements and rates, subject to refund prior to May 12, 1999, to allow Lindrick to recover the Phase I costs documented in the Second Revised Special Report (Appendix K);
2. Grant a final increase in water and wastewater revenue requirements and rates to allow Lindrick to recover the Phase II wastewater costs documented in Appendix K and the water costs documented in Appendix L;
3. Allow Lindrick to recover through such rates its legal, accounting, administrative and other reasonable, prudently incurred expenses and costs incurred in this proceeding; and
4. Order such further relief as the Commission deems just and appropriate.

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

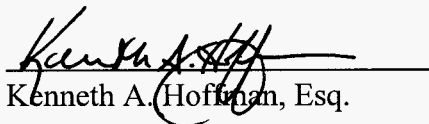
(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery to the following this 19th day of April, 1999:

Ralph Jaeger, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, Florida 32399-0850


Kenneth A. Hoffman, Esq.

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ORIGINAL

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

IN THE OFFICE OF THE
SOUTHWEST DISTRICT

Complainant,

OGC FILE NO.: 98-0025

v.
Lindrick Service Corporation
AND
Borda-DiMarco Ltd.
AND
Presbyterian Homes and Housing Foundation of Florida, Inc.,

Respondents

NOTICE OF VIOLATION AND
ORDERS FOR CORRECTIVE ACTION

TO: Mr. Joseph R. Borda, President
Lindrick Service Corporation
Post Office Box 1176
New Port Richey, FL 34656-1176

Certified Mail Number.

Mr. Joseph R. Borda, Registered Agent
Borda-DiMarco, Ltd.
4925 Cross Bayou Blvd.
New Port Richey, FL 34656

Certified Mail Number

Mr. Thomas Ahrenholz, Executive Director.
Presbyterian Homes and Housing Foundation of Florida, Inc.
1051 2nd Ave. North
St. Petersburg, FL 33705

Certified Mail Number.

Pursuant to the authority of Section 403.121(2), Florida Statutes ("F.S."), the State of Florida Department of Environmental Protection ("Department") gives notice to Lindrick Service Corporation ("Respondent Lindrick") and Borda-DiMarco, Ltd. ("Respondent Borda-DiMarco") and Presbyterian Homes and Housing Foundation of Florida, Inc., ("Respondent Presbyterian Homes") of the following findings of fact and conclusions of law with respect to violations of Chapter 403, F.S.

Post-it Fax Note	7671	Date 1-26-98	# of Pages 17

APPENDIX A

FINDINGS OF FACT

PARAGRAPHS APPLICABLE TO ALL COUNTS

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, F.S., and the rules promulgated thereunder in Florida Administrative Code ("F.A.C.") Title 62

2. Respondent Lindrick is a "person" within the meaning of Section 403.013(5), F.S. and a corporation registered to conduct business in the State of Florida. Joseph R. Borda is the President of Lindrick Service Corporation.

3. Respondent Borda-DiMarco is a "person" within the meaning of Section 403.013(5), F.S. and is a limited partnership registered to conduct business in the State of Florida. Joseph R. Borda is the Registered Agent.

4. Respondent Presbyterian Homes is a "person" within the meaning of Section 403.013(5), F.S. and is a foundation registered to conduct business in the State of Florida. Mr. Thomas Ahrenholz is the Executive Director.

5. Respondent Lindrick is the owner and is responsible for the operation of the Lindrick Service Corporation wastewater treatment plant, a 0.750 MGD, Type I conventional activated sludge domestic wastewater treatment plant that discharges the effluent to the Gulf of Mexico via the Cross Bayou, a Class III marine water ("Plant"). The Plant is located at 4740 South Road, New Port Richey, Pasco County, Florida in the area of Latitude 28°14' 44" N, Longitude 82°44' 20" W ("Property"). Respondent owns the Property on which the Plant is located. Respondent Lindrick operates the Plant pursuant to Wastewater Facility Permit No. FLO032603 and Administrative Order No. AO-005-SW issued on July 3, 1997 ("Permit").

6. Respondent Lindrick is the owner and is responsible for the operation of the Lindrick Service Corporation wastewater collection/transmission system connected to the Plant which serves the Gulf Harbors area of Pasco County, Florida ("Lindrick Collection System").

7. Respondent Borda-DiMarco is a developer responsible for constructing a wastewater collection/transmission system that serves The Landings of St. Andrews residential building ("The Landings Collection System"). The Landings Collection System includes a lift station located at 5852 Sea Forest Drive, New Port Richey, Pasco County, Florida, and is connected to the Lindrick Collection System.

8. Respondent Presbyterian Homes owns and operates The Landings Collection System.

9. On August 13, 1997, Department personnel inspected The Landings Collection System. A review of Department files did not reveal a permit to build The Landings Collection System or a certification of completion.

10. On August 13, 1997, Department personnel inspected the lift station of The Landings Collection System, and found the electrical panel below the 100 year storm event. The lift station is located in such a manner that it could be flooded during a 25 year storm event.

11. On August 13, 1997, during a Plant inspection, Department personnel tested the effluent and found 2.3 parts/thousand salinity before discharge to surface waters.

12. On August 13, 1997, during a Plant inspection, Department personnel tested the effluent before discharge to surface waters and found the dissolved oxygen with test values of 7.0 and 7.2 mg/l oxygen and the total chlorine residual after dechlorination with a test value of 0.04 mg/l total chlorine.

13. On August 13, 1997, during a Plant inspection, Department personnel observed Plant personnel testing the effluent before discharge to surface waters for dissolved oxygen and total chlorine. Test methods used were inaccurate to determine compliance with the Permit limits of ≥ 7.5 mg/l dissolved oxygen, ≤ 0.01 mg/l total chlorine, and ≤ 2.9 μ g/l copper.

14. On August 13, 1997, during a Plant inspection, Department personnel observed Plant personnel testing the effluent for total chlorine residual without properly calibrating the instrument. The inaccurate results were recorded in the daily log book.

15. A file review of the Plant's September Discharge Monitoring Report (DMR) revealed that the results of analysis reported on the DMR for dissolved oxygen, total chlorine, total chlorine after dechlorination, and copper submitted to the Department were determined to be inaccurate. Respondent Lindrick reported test methods which could not detect the limits of ≥ 7.5 mg/l dissolved oxygen, ≤ 0.01 mg/l total chlorine, and ≤ 2.9 μ g/l copper.

16. A file review of the DMR for the Plant for the months of September, October, and November 1997, beginning with September 15, 1997, found violations of the limits for total nitrogen as nitrogen: the single sample limit of 5 mg/l was exceeded 10 times and the limit for the monthly average of 5 mg/l was exceeded three times. The copper maximum effluent limit of 2.9 μ g/l has been exceeded for the months of September, October, and November of 1997.

17. Whole effluent toxicity testing conducted in September 1997 found the Plant had unacceptable effluent toxicity to *Mytilopsis bahia* (*M. bahia*). The test ended on September 11, 1997. The three weekly additional tests with the failed test specie were not repeated within 14 days of the failed test as required by the Permit. The Plant effluent exhibits unacceptable toxicity.

18. The DMR for the Plant for September 1997 did not report the unacceptable toxicity for whole effluent toxicity. The September 1997 DMR and October 1997 DMR failed to properly record the number of violations of the Permit limits for dissolved oxygen, copper, and total nitrogen. The DMR for September 1997 reported the number of violations for total nitrogen as 4, when the actual number was 6.

19. The DMR for the Plant for the month of September 1997 was received on November 13, 1997.

20. On August 13, 1997 and September 21, 1997 during Plant inspections, Department personnel found a "C" licensed operator, as the lead operator, when a "B" operator was required.

21. On September 21, 1997, Department personnel did not find a building at the Plant constructed to house the equipment that would automatically monitor dissolved oxygen, pH, and total chlorine residual and adjust the chemical feed equipment.

COUNT I

22. Respondent Borda-DiMarco did not obtain a permit from the Department to build the The Landings Collection System which serves The Landings of St Andrews residential building

COUNT II

23. Respondent Presbyterian Homes has not maintained The Landings Collection System in such a manner that the pumping station will remain fully operational and accessible during the 25 year flood. The electrical panel is not protected from a 100 year storm event.

COUNT III

24. Respondent Lindrick has not maintained The Lindrick Collection System to prevent inflow/infiltration and prevent introduction of pollutants other than domestic wastewater constituents, which may cause excessive corrosion or deterioration of wastewater facilities due to chemical action or pH levels.

COUNT IV

25. Respondent Lindrick is required by paragraph I.B.1 of the Permit to meet the effluent limits of the Permit. The Plant effluent does not meet the effluent limits for total nitrogen as nitrogen, total chlorine residual after dechlorination, dissolved oxygen, and copper.

COUNT V

26. Respondent Lindrick did not use accurate test methods, as required in paragraphs I.B.8 and C.5 of the Permit, to test effluent for total chlorine residual, dissolved oxygen, and copper to produce accurate results.

COUNT VI

27. Respondent Lindrick has not followed test procedures found in the Department approved Standard Operating Procedures for Laboratory Operations and Sample Collection Activities (DER-QA-001/92).

COUNT VII

28. Respondent Lindrick has not accurately reported the effluent results required by paragraph I.B.1 of the Permit. The results reported were incomplete and inaccurate.

COUNT VIII

29. Respondent Lindrick is prohibited by paragraph I.B.9 of the Permit from discharging effluent that is chronically toxic. Respondent Lindrick continues to discharge a chronically toxic effluent.

COUNT IX

30. Respondent Lindrick did not conduct additional tests for *M. bahia* within 14 days of the failed test as required by paragraph I.B.10.(3).c of the Permit. The additional tests were to be repeated within 14 days of the failed test and continued weekly until three consecutive additional tests passed.

COUNT X

31. Respondent Lindrick did not submit the September 1997 DMR on or before October 28, 1997. The September 1997 DMR was received on November 11, 1997. The reporting form was due no later than the 28th day of the following month, as was required by paragraph I.C.7 of the Permit.

COUNT XI

32. Respondent Lindrick did not have a Class B licensed lead operator on duty as required by paragraph V.1 of the Permit at the time of Department Plant inspections.

COUNT XII

33. Respondent Lindrick did not commence construction of the instrumentation building by September 15, 1997, as was required in paragraph VI.1.2 of the Permit. Respondent Lindrick did not install the required electronic instruments that would monitor and automatically adjust the chemical feed rates to meet the effluent limits by December 15, 1997, as was required by paragraph VI.1.4 of the Permit.

COUNT XIII

34. The Department has incurred expenses to date while investigating this matter in the amount of not less than \$5,000.

CONCLUSIONS OF LAW

The Department has evaluated the Findings of Fact with regard to the requirements of Chapter 403, Florida Statutes ("F.S.") and Florida Administrative Code ("F.A.C."), Title 62. Based on the foregoing facts the Department has made the following conclusions of law:

35. Respondent Lindrick, Respondent Borda-DiMarco, and Respondent Presbyterian Homes are "person"(s) within the meaning of Section 403.031(5), F.S.

36. The Plant, the Lindrick Collection System, and The Landings Collection System are "wastewater facilities" as defined in Rule 62-600.200(97), F.A.C., and are "installations" within the meaning of Section 403.031(4), F.S., and Rule 62-4.020(6), F.A.C.

37. The facts related in Counts I and II constitute a violation of Section 403.161(1)(b), Florida Statutes, which requires all facilities, as a pollution source, to operate in a manner consistent with the permit issued by the Department or in compliance with the Department rules. The facts also constitute a violation of Rule 62-4.210(1), F.A.C., which prohibits the construction of any installation or facility which will reasonably be expected to be a source of air or water pollution without first applying for and receiving a construction permit from the Department unless exempted by Statutes or Department Rule. The facts related in Count I also constitute a violation of Rule 62-604.500(1), F.A.C., which requires that collection/transmission systems shall not be placed into operation without prior approval of the Department.

38. The facts related in Count II constitute a violation of Rule 62-604.400(2)(e), F.A.C., which provides that electrical and mechanical equipment shall be protected from physical damage during the 100 year flood. The facts related in Count II also constitute a violation of Rule 62-604.400(2)(e), F.A.C. which provides that the pumping station shall be designed to remain fully operational and accessible during the 25 year flood.

39. The facts related in Count III constitute a violation of Rules 62-600.410(6), and 62-604.500(3), F.A.C., which makes it a violation to fail to maintain and operate facilities and

equipment in a condition which will not allow them to function as intended. Rule 62-604.130(4)(b), F.A.C. prohibits the introduction of pollutants other than domestic wastewater constituents, which may cause excessive corrosion or deterioration of wastewater facilities due to chemical action or pH levels.

40. The facts related in Count IV constitute a violation of Rule 62-600.740(2)(a), F.A.C., and the Permit, which make it a violation to release wastewater without providing proper treatment approved by the Department. The facts also constitute a violation of Section 403.161, F.S., which makes it a violation of Chapter 403, F.S., to fail to comply with any Department rule or permit.

41. The facts related in Count V constitute a violation of the Permit and Rule 62-160.120(1)(f)1 and 2, F.A.C., which requires that parties who collect samples for a specified Department activity shall follow procedures outlined in activity-specific standard operating procedures manuals that have been written by the Department or have equivalent sampling procedures outlined in a Department Approved Comprehensive Plan and Rule 62-4.246(1), F.A.C., which requires monitoring and sampling for pollutants reasonably expected to be contained in the discharge and to violate the water quality criteria in Chapter 62-302, F.A.C.

42. The facts related in Count VI and VII constitute a violation of Rule 62-600.740 (2)(e), F.A.C., which provides that the submission, by the owner, manager, or operator of a domestic wastewater facility, or agent or employee thereof, of misleading, false or inaccurate information or operation reports to the Department, either knowingly or through neglect is a violation. The facts also constitute a violation of Section 403.161, F.S., which makes it a violation of Chapter 403, F.S., to fail to comply with any Department rule or permit.

43. The facts in Count VIII constitute a violation of the Permit and Chapter 403.021, F.S., and Rules 62-302.530(62) and 62-302.300(11) which prohibits the discharge of substances in concentrations which are chronically toxic and prohibits the discharge of waste into Florida waters without treatment necessary to protect (the) beneficial use of the waters.

44. The facts related in Count IX constitute a violation of Section 403.161(1)(b), F.S., and the Permit, which makes it a violation to fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the Department pursuant to its authority.

45. The facts related in Count X constitute a violation of Rule 62-601.300(1)(b), F.A.C., which requires reports shall be completed and submitted on a monthly basis and in a timely manner so as to be received by the twenty-eighth of the month following the month of operation. The facts also constitute a violation of Section 403.161(1)(b), F.S., and the Permit, which makes it a violation of Chapter 403 to fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the Department pursuant to its authority.

46. The facts in Count XI constitute a violation of Rule 62-699.310(3)(a) Category I, F.A.C., which requires staffing by a Class C or higher operator 16 hours per day for 7 days a week. The lead/chief operator must be a B or higher. The facts also constitute a violation of Section 403.161(1)(b), F.S., and the Permit, which makes it a violation of Chapter 403 to fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the Department pursuant to its authority.

47. The facts in Count XII constitute a violation Section 403.161(1)(b), F.S., and the Permit, which makes it a violation of Chapter 403 to fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the Department pursuant to its authority.

48. The costs and expenses related in Count XIII are reasonable costs and expenses incurred by the State while investigating this matter, which are recoverable pursuant to Section 403.141(1), F.S.

(THIS AREA PURPOSELY LEFT BLANK)

ORDERS FOR CORRECTIVE ACTION

The Department has alleged that the activities related in the Findings of Fact constitute violations of Florida law. The Orders for Corrective Action state what you, Respondent Lindrick, Respondent Borda-DiMarco, and Respondent Presbyterian must do in order to correct and redress the violations alleged in this Notice.

The Department will adopt the Orders for Corrective Action as part of its Final Order in this case unless Respondent Lindrick, Respondent Borda-DiMarco, and Respondent Presbyterian Homes files a timely petition for a formal hearing or informal proceeding, pursuant to Section 403.121, F.S. (See Notice of Rights.) If Respondent Lindrick, Respondent Borda-DiMarco, and Respondent Presbyterian Homes fails to comply with the corrective actions ordered by the Final Order, the Department is authorized to file suit seeking judicial enforcement of the Department's Order pursuant to Sections 120.69, 405.121 and 403.131, F.S.

Pursuant to the authority of Sections 403.061(8) and 403.121, F.S., the Department proposes to adopt in its Final Order in this case the following specific corrective actions which will redress the alleged violations:

1. Respondents shall forthwith comply with all Department rules regarding domestic wastewater collection/transmission, domestic wastewater treatment, and effluent disposal. Respondents shall correct and redress all violations in the time periods required below and shall comply with all applicable rules in Title 62, F.A.C. and Chapter 403, Florida Statutes.
2. Within 30 days of the effective date of this Order, Respondent Borda-DiMarco and/or Respondent Presbyterian Homes shall submit an application to the Department for the construction of The Landings Collection System. The application, at a minimum, shall include a plan to bring the lift station into compliance with Rules 62-604.400(2)(a-e), F.A.C. The application shall be prepared and sealed by a professional engineer registered in the State of Florida. Upon issuance of the permit, Respondent Borda-DiMarco and/or Respondent Presbyterian Homes shall complete construction pursuant to the conditions of the permit. The construction of The Landings Collection System shall be certified complete within 60 days of the issuance of the permit.

3. If The Landings Collection System application, as referenced in paragraph 2 of this Order, is denied by the Department, Respondent Presbyterian Homes shall abandon use of The Landings Collection System within 60 days of the permit denial. Concurrently, within 60 days of the Permit denial, Respondent Lindrick shall not accept wastewater flows for treatment from The Landings Collection System.

4. Within 270 days of the effective date of this Order, Respondent Lindrick shall have eliminated intrusion/infiltration into the Lindrick Collection System to the extent that influent strength to the Plant (or to any regional wastewater treatment plant) shall not exceed 250 mg/l chlorides. Testing shall commence with the effective the date of this Order and continue until 8 consecutive weekly results have met the influent limit for chlorides. Paragraph C.1 of the Permit is hereby amended to add chloride to the influent sampling as follows: **Parameter/chlorides; Units/mg/l; Max/Min/Report; Monitoring Frequency/Weekly; Sample Type/16 hr fpc; Monitoring Location/TNF-01-25442.**

5. Within 30 days of the effective date of this Order, Respondent Lindrick shall follow the Department approved Standard Operating Procedures for Laboratory Operations and Sample Collection Activities (DER-QA-001/92) which addresses all tests and collection methods required for specific activities found in the Permit.

6. Within 60 days of the effective date of this Order, Respondent Lindrick shall begin tests to determine the cause of the chronic toxicity and to provide reasonable assurance to the Department that the effluent will meet the requirement of Rule 62-302.500, F.A.C. and meet the surface water criteria established in Rule 62-302.530, F.A.C. The analysis shall be in accordance with Rule 62-160, F.A.C.

7. Effective with the date of the Order, Respondent Lindrick shall submit duplicate copies of the DMR, laboratory results, and the chain of custody for all tests performed at the Plant to the Department's Southwest District Office on a monthly basis and not later than the 28th day of the following month.

8. Effective with the date of this Order, Respondent Lindrick shall increase Plant operator staff time from 16 hours to 24 hours per day, seven days a week. Paragraph V.1 of the Permit is hereby amended to increase operator staff time from 16 hours to 24 hours per day, seven days a week. The lead operator shall be a Class B or higher licensed operator on each day during the first period of high flow. The second period of high flow shall be staffed by a Class C or higher licensed operator.

9. Within 120 days of the effective date of this Order, Respondent Lindrick shall reduce the presence of copper in the Plant effluent to $\leq 2.9 \mu\text{g/l}$. Effective with the date of this Order, paragraph I.B.1 of the Permit, in regard to the monitoring frequency for testing the parameter copper, is hereby amended from "every six months" to "weekly".

10. Effective with the date of this Order, paragraph I.B.1 of the Permit is hereby amended to include the reporting of Nitrite/Nitrate as N, using a monitoring frequency of weekly, sampling by a 16 hour flow proportional composite sampler, and at monitoring location EFA-01-13790.

11. Commencing immediately and henceforth, Respondent Lindrick shall notify the Department of any abnormal events that occur at the Plant within the time periods in Rule 62-4.130, F.A.C.

12. Within 120 days of the effective date of this Order, Respondent Lindrick shall meet the effluent limits of the Permit or initiate actions that will cease surface water discharge into Cross Bayou. Not less than 30 days prior to ceasing the discharge, Respondent Lindrick shall submit an abandonment plan for the Plant to the Department and an application to the proper authority (City/County) of the regional wastewater collection/transmission system ("System") for approval to divert the Lindrick Collection System to the System. Respondent Lindrick shall copy the Department on all correspondence between Respondent Lindrick and the proper authority of the System. Within 30 days of the decision to divert the Lindrick Collection System to the System, Respondent Lindrick shall submit an application to the Department to construct a wastewater collection/transmission system to permanently connect flow from the Lindrick Collection System to the System. The application shall be prepared and sealed by a professional engineer registered in

the State of Florida. This connection shall be constructed, certified complete and put into operation within 180 days of the effective date of this Order. Within 30 days of completion of construction, Respondent Lindrick shall submit the appropriate Certification of Completion of Construction signed and sealed by the project engineer.

13. Effective with the date of this Order, Respondent Lindrick shall not allow connection of any additional wastewater collection/transmission systems to the Lindrick Collection System until (1) all corrective actions of this Order have been made, (2) the effluent toxicity is eliminated, and (3) the conditions of the Permit are met.

14. Within 30 days of the effective date of this Order, Respondents shall make payment to the Department for costs and expenses in the amount of \$5000.00. Payment shall be made by cashier's check or money order payable to the "State of Florida Department of Environmental Protection" and shall include thereon the OGC number assigned to this case and the notation "Ecosystem Management and Restoration Trust Fund". The payment shall be sent to the Department of Environmental Protection, Southwest District, 3804 Coconut Palm Drive, Tampa, Florida 33619-8318.

NOTICE OF RIGHTS

1. Respondents have the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), F.S., if Respondents dispute issues of material fact raised by this Notice of Violation and Orders for Corrective Action ("Notice"). At a formal hearing, Respondent will have the opportunity to be represented by counsel, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any order or hearing officer's recommended order.

2. Respondents have the right to an informal administrative proceeding pursuant to Sections 120.569 and 120.57(2), F.S., if Respondents do not dispute issues of material fact raised by this Notice. If an informal proceeding is held, Respondents will have the opportunity to be

represented by counsel, to present to the agency written or oral evidence in opposition to the Department's proposed action, or to present a written statement challenging the grounds upon which the Department is justifying its proposed action.

3. If Respondents desire a formal hearing or an informal proceeding, Respondents must file a written responsive pleading entitled "Petition for Administrative Proceeding" within 20 days of receipt of this Notice or within 10 days of any timely requested informal conference held pursuant to paragraph 5 below. The petition must be in the form required by F.A.C. Chapter 62-103.155 and by F.A.C. Rule 28-106.201. A petition is filed when it is received by the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000.

4. Respondents may request mediation under section 120.573 before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below. If the Department agrees that mediation in this matter is appropriate, Respondents must pursue mediation by reaching a mediation agreement with the Department before the deadline for filing a petition. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, by the same deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

- (a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
- (b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
- (c) The agreed allocation of the costs and fees associated with the mediation;
- (d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

(g) The signatures of all parties or their authorized representatives.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify the Respondents in writing that the administrative hearing processes under sections 120.569 and 120.57 remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

5. Respondents may request an informal conference with the Department in order to resolve this matter promptly and amicably. Respondents' rights will not be adjudicated at an informal conference, and the right to a formal hearing or informal proceeding will not be affected by requesting or participating in an informal conference.

6. If Respondents desire an informal conference, Respondents must file a written "Request for Informal Conference" within ten days of receipt of this Notice. The request must be made to the person indicated on the last page of this Notice. The request is filed when it is received by the office of the person indicated on the last page of this Notice. A properly filed written request for Informal Conference shall toll the time for filing a petition for a formal hearing or informal proceeding as provided herein. If no resolution of this matter results from the informal

conference, Respondents have the right to file a petition for a formal hearing or informal proceeding within 20 days of the date the conference is closed.

7. Respondents will waive the right to a formal hearing or an informal proceeding if a petition is not filed with the Department within 20 days of receipt of this Notice or within 20 days of the date an informal conference is closed if one is held. These time limits may be varied only by written consent of the Department.

8. The allegations of this Notice together with the Orders for Corrective Action will be adopted by the Department in a Final Order if Respondents fail to timely file a petition for a formal hearing or informal proceeding, pursuant to Section 403.121, F.S. A Final Order will constitute a full and final adjudication of the matters alleged in this Notice.

9. If Respondents fail to comply with the Final Order, the Department is authorized to file suit in circuit court seeking a mandatory injunction to compel compliance with the Order, pursuant to Sections 120.69, 403.121 and 403.131, F.S. The Department may also seek to recover damages, all costs of litigation including reasonable attorney's fees and expert witness fees, and civil penalties of not more than \$10,000 per day for each day that Respondents have failed to comply with the Final Order.

10. This matter may be resolved if the Department and Respondents enter into a Consent Order, in accordance with Section 120.57(4), F.S., upon such terms and conditions as may be mutually agreeable.

11. The Department is not barred by the issuance of this Notice from maintaining an independent action in circuit court with respect to the alleged violations. If such action is warranted, the Department may seek injunctive relief, damages, civil penalties of not more than \$10,000 per day, and all costs of litigation.

12. Copies of Department rules referenced in this Notice may be examined at any Department Office or may be obtained by written request to the person listed on the last page of this Notice.

DATED this 13 day of Jan, 1988:

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Richard D. Garrity, Ph.D.
Director of District Management
Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619-8318

Copies furnished to:

Larry Morgan
Office of General Counsel
Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Mr. Tom O'Neil, Director of Utilities, City of New Port Richey, Florida
Mr. John Gallagher, County Administrator, Pasco County, Florida
Mr. Ralph Jaeger, Esq. Public Service Commission, Tallahassee, Florida

A petition for hearing must be filed with:

Office of General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000
Telephone: 850/488-9730

A request for an informal conference must be made to:

Mr. Thomas Gucciardo, Environmental Manager
Domestic Wastewater Section
3804 Coconut Palm Drive, Tampa, Florida 33619
Telephone: 813/744-6100, Ext. 392

City of New Port Richey

"The Gateway To Tropical Florida"

May 22, 1998

Mr. Joseph R. Borda
President
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, Florida 34656-1176

**SUBJECT: BULK WASTEWATER AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY
AND LINDRICK SERVICE CORPORATION**

Dear Mr. Borda:

At its regular meeting of May 19, 1998, the New Port Richey City Council approved the Bulk Wastewater Agreement between the City of New Port Richey and Lindrick Service Corporation. A fully executed agreement is enclosed. We have retained one fully executed agreement for our files.

A copy of the agreement is also being sent you at the Merchantville, New Jersey address.

A copy of a letter sent by Mr. Thomas O'Neill, Director of Public Works, is also enclosed regarding information that the City of New Port Richey is requiring from Lindrick Service Corporation.

Sincerely yours,



Gerald J. Seeber
City Manager

GJS/lik

Encls.-2

cc: Richard Snyder
Thomas O'Neill
Thomas Morrison
Borda Engineers, Merchantville, NJ
CM980562

APPENDIX B

file

City of New Port Richey

'The Gateway To Tropical Florida'

PUBLIC WORKS DEPARTMENT

6420 Pine Hill Road • Port Richey, Florida 34668

(813) 841-4536

FAX# (813) 841-4586

May 20, 1998

FAXED
5/21/98 pcto Mr. Borda
4 1/2 Decemur-H20

Mr. Joe Borda
c/o Borda Engineers
Centre Chestnut Street
Merchantville Train Station
Merchantville, N.J. 08109

RE: Lindrick Bulk Wastewater Treatment Agreement

Dear Mr. Borda:

Please be advised that at a regular meeting on May 19, 1998, the New Port Richey City Council approved the Bulk Wastewater Treatment Agreement between the City and the Lindrick Service Corporation. A fully executed copy of the Agreement will be sent to your office subsequent to final execution by the Mayor and City Clerk.

With respect to the Agreement, the Lindrick Service Corporation is required to keep the City fully informed with regard to the collection system improvements necessary to reduce chloride levels in the Lindrick System to less than 600 mg/l. Accordingly, I am requesting that you provide my office with a schedule and a descriptive plan for the Lindrick Collection System improvements at the earliest opportunity. The City intends to be fully knowledgeable with regard to the construction activity on the Lindrick System and plans to inspect work in progress in order to receive the necessary assurances that the contract chloride limits can be maintained in the Lindrick System subsequent to connection to the City.

I look forward to hearing from you in the near future regarding the matter and please feel free to contact me if there are any questions or if any further information is desired.

Sincerely,



Thomas A. O'Neill
Public Works Director

TON/pc *PW980518

~~G. Secher~~

R. Kramer

E. Denny

G. Deremer

**BULK WASTEWATER TREATMENT AGREEMENT
BETWEEN
THE CITY OF NEW PORT RICHEY
AND
LINDRICK SERVICE CORPORATION**

THIS AGREEMENT, made and entered into by and between **THE CITY OF NEW PORT RICHEY**, a duly chartered municipal corporation in the State of Florida, acting by and through its **CITY COUNCIL**, the governing body thereof, hereinafter referred to as "**CITY**", and **LINDRICK SERVICE CORPORATION**, a Florida corporation, organized under the laws of the State of Florida, hereinafter referred to as "**LINDRICK**".

WITNESSETH:

WHEREAS, **LINDRICK** has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to an area located in Pasco County pursuant to Chapter 367.041, Florida Statutes and said certificated service area is further described in "EXHIBIT A" attached hereto; and,

WHEREAS, **LINDRICK** has requested the **CITY** to provide bulk wastewater treatment service for the existing and new customers of **LINDRICK'S** system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the **CITY** desires to provide bulk wastewater treatment services to **LINDRICK** for the purpose of offering centralized wastewater service from the New Port Richey Wastewater Treatment Plant, which presently possesses sufficient excess capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service, the **CITY** desires to provide certain standards for the expansion and maintenance of the **LINDRICK** wastewater collection system and certain requirements for the quality of effluent delivered by **LINDRICK** to the **CITY** for treatment.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this agreement, and of the mutual covenants and conditions set forth herein, the **CITY** and **LINDRICK** intending to be legally bound thereby, agree as follows:

Section I. Recitals.

The Recitals clauses set forth above are incorporated herein by reference and made a part of this agreement.

Section II. Purpose.

It is the purpose and intent of this agreement to provide for central public sewer service to existing homes and structures and future homes and structures located in the certificated area of LINDRICK and to provide for additional assurances of timely payment to the CITY of all costs incurred in the provision of such service by the CITY, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section III. Bulk Wastewater Treatment Service.

A. Volume Treated: Subject to the conditions and limitations set forth in this agreement, the CITY shall provide bulk wastewater treatment service in an amount of up to 850,000 gallons per day (annual average daily flow or "AADF") to LINDRICK. LINDRICK shall be responsible for making the actual connection to the CITY'S sewer force main and for any future maintenance to the connection facilities. Prior to, and as a condition precedent to, the connection of the LINDRICK system to the CITY's sewer force main, it shall be the responsibility of LINDRICK to furnish proof, in a form acceptable to the City, from LINDRICK'S independent engineer to the CITY that chloride levels in the LINDRICK sewer system effluent do not exceed 600 mg/l. The CITY shall have no obligation to allow LINDRICK to connect to the City's system absent receipt by the CITY of such proof. With respect to Lindrick making improvements in order to reduce the chloride levels to less than 600 mg/l, Lindrick shall keep the City fully informed as to the improvements being made and the City may inspect any and all of the work associated with said improvements. The CITY prior to the time the work is actually performed shall approve the location and type of connection. Such work shall be supervised and directed by the CITY and must meet all applicable State and CITY standards. Subsequent to connection to the City System, Lindrick shall utilize its best efforts as part of an ongoing sewer collection system rehabilitation program to further reduce chloride levels in its system effluent below 600 mg/l in accordance with City or State requirements. Lindrick further agrees that subsequent to connection to the City System, the City shall be the sole provider of wastewater treatment for the Lindrick service area during the term of this agreement. Lindrick acknowledges that the City has to meet certain discharge limits with respect to chlorides and to assist the City in meeting this limit, and as part of Lindrick's continuing efforts, it will make a good faith effort to reduce its chloride levels below 400 mg/l.

1. Meter Installation: LINDRICK shall install, as part of its connection to the CITY system, an appropriate metering device(s) meeting CITY specifications, at the point of connection which is acceptable to the CITY, for the purposes of determining the amount of wastewater treatment service being provided by the CITY pursuant to this agreement. It shall be the responsibility of

LINDRICK to pay all costs associated with the purchase and installation of such meter(s). Following installation, the CITY shall own, operate, and maintain the meter(s), and the CITY shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the CITY'S wastewater collection system. LINDRICK shall also be provided reasonable access to the meter(s) for testing and reading purposes. LINDRICK shall be liable for the cost of the purchase and installation of any additional meters or similar equipment or devices used to measure the amount of wastewater treated.

2. Meter Reading and Payments: The CITY will invoice LINDRICK on a monthly basis, in accordance with meter readings taken. The invoice will cover services already rendered. LINDRICK shall make payment based upon the meter readings within thirty (30) days of the billing date. Charges are due when rendered and will become past due thirty (30) days from the billing date at which time a \$5.00 or 10% penalty may be assessed, whichever is greater. Nothing contained herein, including the charging of penalties, shall extend the due date for any payment. Utility service will be discontinued if payment of all charges and penalties is not received within forty five (45) days from the billing date. Any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the CITY to those remedies set forth in the default section including, but not limited to, termination of service.

3. Meter Reading Disputes and Remedies: In the event LINDRICK disputes the accuracy of any meter reading, it must notify the CITY within fifteen (15) days of billing and demonstrate, through appropriate calibration testing, that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of receipt by LINDRICK are final and not subject to dispute. In the event LINDRICK disputes the billing, it shall still pay the amount billed by the CITY. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then LINDRICK will be reimbursed or credited for any difference within thirty (30) days of such determination. If LINDRICK demonstrates that the CITY'S meter is not working properly, then the CITY shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meters' performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company, as to the meter's performance or accuracy, shall be binding upon the parties. In the event the meter is determined to be accurate with the manufacturer's range of tolerance, then the cost of testing shall be paid by LINDRICK. If the meter is determined to be inaccurate and outside the range of tolerances, then the CITY shall pay for the cost of testing.

B. Monthly Service Rate: LINDRICK agrees to pay the CITY a service rate of One and 96/100 Dollars (\$1.96) per thousand gallons of wastewater treated based upon the meter readings. The New Port Richey City Council, in accordance with the CITY'S rate-setting procedures may adjust this initial user service rate, including any or all components thereof, upward or downward, from time to time.

C. Impact Fee for Existing and Future Development: An 89 cents (\$.89) per thousand gallons capital recovery surcharge shall be charged by the CITY for wastewater flow treated from LINDRICK for existing and future development within the Public Service Commission certificated area of LINDRICK.

D. Excess Capacity: Provided sufficient unused and uncommitted capacity is available at the New Port Richey Wastewater Treatment Plant, as determined by the CITY, and further provided that all appropriate permits have been obtained by LINDRICK from State regulatory agencies, the CITY agrees to treat wastewater in excess of 850,000 gallons per day (AADF) pursuant to this agreement up to available capacity which may vary from time to time as often as daily.

E. Discharge Regulations: LINDRICK agrees to abide by the City of New Port Richey Code of Ordinances, including any regulations for discharge to the City Wastewater Collection System, and as such regulations may be changed from time to time by requirement of Federal or State authorities and/or by the CITY. In the event that a customer of LINDRICK violates the CITY'S discharge regulations, then LINDRICK shall be responsible for any cost incurred by the CITY for the violation, including any fine levied by any regulatory agency. Furthermore, LINDRICK agrees to cooperate with the CITY in any effort to detect and correct violations of the discharge regulations.

F. Coordination of Flows: LINDRICK will cooperate in every possible reasonable way with the CITY to control flows into the plant so that the flows shall not exceed the permitted per-day maximum for the plant.

G. Service Commitment: The CITY shall use its best efforts to provide the treatment capacity needed by LINDRICK to serve its customers. However, the CITY shall not be liable for damages to LINDRICK or to any third party resulting from the City's inability to provide sewer services pursuant to this agreement when such inability is attributable to equipment failure, regulatory restrictions, force majeure or uncontrollable circumstances and the customers of LINDRICK are being affected and treated in a manner similar to the customers of the CITY. LINDRICK agrees to indemnify and to hold the CITY harmless from any such liability and any costs or expenses including, without limitation, attorneys' fees, incurred by the CITY in connection with defending any claim for such liability whether or not suit is brought.

H. Public Sewer Collection System: LINDRICK shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the CITY'S wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for LINDRICK to tap into said system, including all design, construction, repair, and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the CITY system to be repaired and maintained in accordance with appropriate CITY standards and specifications.

I. Permits: LINDRICK shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority over the LINDRICK public sewer collection system.

J. Waiver of Breach: No waiver of breach of any of the terms of this agreement shall be construed to be a waiver of any succeeding breach.

Section IV. General Provisions.

These conditions are binding upon the successors and assignees of the parties hereto. Whenever one- (1) party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

CITY:

City Manager
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652-2785

LINDRICK SERVICE CORPORATION:

Joseph Borda, President
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, Florida 34656

AND

Borda Engineers
Centre Chestnut Street
Merchantville Train Station
Merchantville, NJ 08109

Giving notice as provided for in this paragraph may change these addresses.

Section V. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this agreement, then the other party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within fifteen (15) days after the date of written notice, then this agreement, at the option of the other party, shall terminate. In the event the CITY elects to terminate pursuant to this section, such termination shall include the cessation of bulk wastewater services.

Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this agreement without the necessity for any written notice to LINDRICK.

Section VI. Utility System Charges.

LINDRICK shall fix, revise, maintain, and collect such fees, rates, rentals, or other charge for the use of the products, services, and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this agreement. LINDRICK shall maintain its utility system operation and maintenance accounts throughout the term of this agreement for the purpose of paying its obligations and liabilities hereunder.

Section VII. Miscellaneous Provision.

A. **Force Majeur:** In the event the parties' performance of this agreement, other than the payment of money, is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation, or 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, sinkholes, earthquake, 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 of regulations or requirements, acts or actions of any government, except the CITY, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. **Subsequent Documents:** The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this agreement.

C. **Service Limitation:** This agreement shall not be considered an obligation on the part of the CITY to perform in any way other than as indicated herein. The CITY shall not be obligated under the terms of this agreement to treat additional wastewater from LINDRICK from areas outside of LINDRICK'S certificated area, or areas which are not presently served by LINDRICK, unless the CITY issues written notification that it does not object to such additional service.

D. **Binding Effect:** This agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. This agreement shall not be assigned by LINDRICK without the express permission of the CITY; however, the CITY shall not unreasonably withhold such consent.

E. **Term:** Following the City's acceptance of Lindrick's proof that its chloride levels do not exceed 600 mg/l and Lindrick's connection to the City System as provided in provision III.A. hereof, the City shall provide bulk wastewater treatment for Lindrick's existing and new customers for a term of two (2) years commencing on the date of Lindrick's actual discharge into the City system. If during this two year term Lindrick performs in accordance with the terms and conditions of this agreement, including maintaining chloride levels below 600 mg/l, Lindrick shall have the option to extend the term of this agreement up to ten additional years. Provided, however, if within one year of the execution of this agreement Lindrick fails to provide the required proof that its chloride levels are less than 600 mg/l and Lindrick fails to connect to the City System as provided in provision III.A. hereof, this agreement shall terminate and becomes null and void.

F. Public Service Commission Approval: LINDRICK agrees that immediately upon execution by the CITY of the Bulk Wastewater Agreement, LINDRICK will file the same with the Florida Public Service Commission and, in the event Commission approval is required, LINDRICK shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of this agreement, in the event the Commission's approval of this agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the CITY'S obligations hereunder.

G. Termination: Notwithstanding any provision herein to the contrary, should the City elect to terminate this agreement after the City is providing bulk wastewater treatment for Lindrick, the City shall give written notice of its decision to terminate and afford Lindrick a reasonable time to construct and permit a new wastewater treatment plant capable of treating all of Lindrick's wastewater. It is agreed by the parties hereto that a reasonable time to construct and permit a new wastewater treatment plant capable of treating all of Lindrick's wastewater shall not exceed three years. The City shall continue to provide bulk wastewater service until the new plant is in operation, provided that Lindrick continues to abide by the discharge regulations set forth in Section III.E., and the meter reading and payments provisions set forth in Section III.A.2. of this agreement.

Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their respective hands and seals this 12th day of May, 1998.

(SEAL)

LINDRICK SERVICE CORPORATION

ATTEST

BY: 

Print Name: Margaret E. Mountbain

BY: 

JOSEPH BORDA, PRESIDENT

(SEAL)

CITY OF NEW PORT RICHEY, FLORIDA

ATTEST

BY: 

JUNE BOTTNER, CITY CLERK

BY: 

PETER A. ALTMAN, MAYOR

APPROVED AS TO LEGAL FORM AND CONTENT

BY: 

THOMAS K. MORRISON, CITY ATTORNEY



Department of Environmental Protection

Lavton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wederell
Secretary

June 26, 1998
Pasco County

Joseph R. Borda, President
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

RE: Consent Order No. 98-0025

Dear Mr. Borda:

Please find enclosed the executed Consent Order effective June 26, 1998. The letter from Mr. Ceremer dated June 22, 1998 and attached to the document was removed as an "exhibit." The inclusion of this language in the consent order or as an exhibit would further delay the execution of the document. We do not believe its inclusion would add or delete any substantive change to the intent of the sampling of chloride at the headworks.

However, the language in the letter is acceptable regarding the sampling of chlorides and adds further clarification as to the method of compositing the influent sample. The letter will be added to the file as a record of our conversations.

Thank you for your efforts in resolving the Notice of Violation and Orders for Corrective Action.

Sincerely,

Thomas Gucciardo
Environmental Manager
Domestic Wastewater Section

Enclosure:

cc: Jacob Varn, Esq., w/ enclosure

Gary Deremer, H2O Utility Services, Inc., w/ enclosure

Post-It™ brand fax transmittal memo 7571		# of pages > 15
To <i>Bob Nixson</i>	From <i>Joe Borda</i>	
Co.	Co.	
Dept.	Phone #	
	Fax #	

APPENDIX C

"Protect, Cons"

RECEIVED BY REPLYED JUNE 26, 1998

**STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,**

**Complainant,
v.
Lindrick Service Corporation
AND
Borda-DiMarco Ltd.
AND
Presbyterian Homes and Housing
Foundation of Florida, Inc.,**

Respondents.

**IN THE OFFICE OF THE
SOUTHWEST DISTRICT**

**OGC FILE NO.: 98-0025
DOAH CASE NO. 98-1226**

CONSENT ORDER

This Consent Order is made and entered into between the State of Florida Department of Environmental Protection ("Department"), Lindrick Service Corporation ("Respondent Lindrick"), Borda-DiMarco, Ltd. ("Respondent Borda-DiMarco"), and Presbyterian Homes and Housing Foundation of Florida, Inc. ("Respondent Presbyterian Homes") to reach settlement of certain matters at issue between the Department and Respondents.

The Department finds and the Respondents admit the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated thereunder, Florida Administrative Code (F.A.C.) Title 62. The Department has jurisdiction over the matters addressed in this Consent Order.
2. Respondents are persons within the meaning of Section 403.031(5), F.S.
3. Respondent Lindrick is a corporation registered to conduct business in the State of Florida. Joseph R. Borda is the President of Lindrick Service Corporation.
4. Respondent Borda-DiMarco is a limited partnership registered to conduct business in the State of Florida. Joseph R. Borda is the Registered Agent.
5. Respondent Presbyterian Homes is a foundation registered to conduct business in the State of Florida. Thomas Ahrenholz is the Executive Director.

6. Respondent Lindrick is the owner and is responsible for the operation of the Lindrick Service Corporation wastewater treatment plant, a 0.750 MGD, Type I conventional activated sludge domestic wastewater treatment plant that discharges the effluent to the Gulf of Mexico via the Cross Bayou, a Class III marine water ("Plant"). The Plant is located at 4740 South Road, New Port Richey, Pasco County, Florida in the area of Latitude 28°14' 44" N, Longitude 82°44' 20" W ("Property"). Respondent owns the Property on which the Plant is located. Respondent Lindrick operates the Plant pursuant to Wastewater Permit No. FLO032603 and Administrative Order No. AO-005-SW issued on July 3, 1997 ("Permit").

7. Respondent Lindrick is the owner and is responsible for the operation of the Lindrick Service Corporation wastewater collection/transmission system connected to the Plant which serves the Gulf Harbors area of Pasco County, Florida ("Lindrick Collection System").

8. Respondent Borda-DiMarco is a developer responsible for constructing a wastewater collection/transmission system that serves The Landings of St. Andrews residential building ("The Landings Collection System"). The Landings Collection System includes a lift station located at 5852 Sea Forest Drive, New Port Richey, Pasco County, Florida, and is connected to the Lindrick Collection System.

9. Respondent Presbyterian Homes owns and operates The Landings Collection System.

10. On January 13, 1998, the Department issued a Notice of Violation and Orders for Corrective Action to the Respondents alleging, at a minimum, that The Landings Collection System was built and placed in service without first obtaining a permit from the Department and was improperly constructed, the Lindrick Collection System is poorly maintained and requires maintenance to reduce the salinity of the wastewater, the Plant effluent contains amounts of copper and total nitrogen that exceed the permitted limits, the Plant discharge monitoring reports ("DMR's") submitted to the Department were inaccurate, and the staffing requirement of the Plant is not sufficient. On February 3, 1998, a Petition for Formal Administrative Hearing was filed and a hearing is scheduled for June 24, 1998.

11. The parties met on May 18, 1998 and subsequent dates in an effort to reach a resolution of the matters without the need for further litigation, and having reached a resolution of the matters pursuant to Florida Administrative Code Rules 62-103.155 and 28-106.210, the Department and the Respondents mutually agree and it is

ORDERED:

12. Respondents shall comply with the following corrective actions within the stated time periods:

(a) Within 20 days of the effective date of this Consent Order, Respondent Lindrick shall staff the Plant with certified operators from 7 a.m. to 11 p.m., 7 days a week. The lead operator shall possess a valid B wastewater license and be present 7 days a week during the period of first high flow. Except for the lead operator, all other operators shall possess a valid C or higher (A or B) wastewater license.

(b) Within 30 days of the effective date of this Consent Order, Respondent Lindrick shall create and use a laboratory quality check list in accordance with Chapter 8 of the NPDES Compliance Inspection Manual (1988) for each Permit test parameters reported in accordance with Department of Environmental Regulation (Protection) Standard Operating Procedures for Laboratory Operations and Sampling Collection Activities DER QA-001/92.

(c) On May 19, 1998, Respondent Lindrick and the City of New Port Richey entered into a Bulk Wastewater Treatment Agreement ("Agreement"). The Agreement specifies certain terms and conditions that Respondent Lindrick must meet prior to May 19, 1999 in order for the City of New Port Richey to provide bulk wastewater treatment service for Respondent Lindrick's utility customers and allow Respondent Lindrick to take the Plant out of operation. However, a major condition of the Agreement requires Respondent Lindrick to provide assurances to the City of New Port Richey that the Lindrick Collection System does not contain chloride levels exceeding 600 mg/l. At this time, the Lindrick Collection System has intrusion and infiltration of saltwater which increases the chloride content of the wastewater to approximately 1,400 mg/l. Respondent

Lindrick has committed to the City of New Port Richey to undertake a sewer collection system rehabilitation program to reduce the chloride levels of Respondent Lindrick's wastewater to acceptable levels.

On May 22, 1998, Respondent Lindrick's consultant, H2O Utility Services, Inc., presented the Department an overview of the Lindrick Service Corporation Wastewater Collection System Rehabilitation Project ("Rehab Project"). The Rehab Project identifies a two-phased project over two years of sewer collection/transmission system repairs consisting of pressure cleaning and vacuuming, televising, testing, grouting and slip lining, if required, of the entire Lindrick Collection System. However, the exact nature of the improvements to be made to the Lindrick Collection System will vary from location to location and depend on the nature of the problem to be corrected. The goal of Phase I of the Rehab Project is to reduce the chloride levels of the Lindrick Collection System to below 600 mg/l by May 19, 1999. The goal of Phase II of the Rehab Project is to reduce the chloride levels of the Lindrick Collection System to below 400 mg/l by May 19, 2000.

In any event, notwithstanding the above, Respondent Lindrick shall complete the Rehab Project of the entire Lindrick Collection System as proposed by no later than May 19, 2000 and shall remove the Plant from service no later than May 19, 1999. However, Respondent Lindrick shall obtain any Department permit required to connect the Lindrick Collection System to any regional wastewater treatment plant.

(d) An abandonment plan for the Plant shall be submitted to the Department at least 60 days before abandoning the Plant, but not later than March 19, 1999. As part of Respondent Lindrick's plan to be served by the City of New Port Richey and to abandon the Plant, the Plant may be retrofitted, pursuant to F.A.C. Rules, into a master lift station in order to equalize flows to the City. In any event, the Plant will no longer function as a wastewater treatment plant once the flows are diverted to the City.

(e) The following Permit discharge limitations for total nitrogen and copper are revised until the Plant is removed from service, or until May 19, 1999, whichever comes first. All other parameters remain unchanged. In addition, Respondent Lindrick shall monitor for chlorides as described below. Further, Respondent Lindrick shall continue efforts to reduce copper levels in Respondent Lindrick's potable water system.

Discharge Monitoring and Reporting Requirements

<u>Parameter</u>	<u>Monthly Average</u>	<u>Weekly Maximum</u>	<u>Frequency</u>	<u>Units</u>	<u>Sample Type</u>	<u>Location</u>
Chloride	Report	Report	Weekly	mg/L	24 hr FPC	INF-01-25442
Total Nitrogen as N	15	20	Weekly	mg/L	24 hr FPC	EFA-01-13790
Copper	100		Monthly	ug/L	24 hr FPC	EFA-01-13790

1. Tests conducted pursuant to this monitoring program shall be in accordance with Rule 62-160, F.A.C.

2. These monitoring requirements do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations, nor do they authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act ("Act"), Part I, Chapter 403, F.S., during the pendency of this Consent Order.

3. Analyses shall be reported once each month on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10). These reports shall be mailed or hand delivered to the Department of Environmental Protection, Mail Station 3551, 2600 Blair Stone Road, Tallahassee and 3804 Coconut Palm Drive, Tampa, FL, 33619 once each month and must be received by the Department no later than the 28th day following the end of the reporting period (e.g., the August report would be due not later than September 28th.)

(f) Upon Respondent Lindrick satisfactorily completing any incompleteness items requested by the Department pursuant to permit application CS51-13660 (The Villas of Gulf Landings, Pasco County), the Department shall issue a dry-line collection/transmission system permit. Within seven

days of the issuance of the permit, Respondent Lindrick shall withdraw the petition for extension of time to file a petition for an administrative hearing on the Department's denial of permit application CS51-13660.

(g) After issuance of permit CS51-13660, Respondent Lindrick shall have the option of constructing a dry-line wastewater collection/transmission system, but shall not place the dry-line wastewater collection/transmission system in service until the City of New Port Richey is providing bulk wastewater treatment service to Respondent Lindrick pursuant to condition 12(c.) of the Consent Order.

(h) Within 10 days of the effective date of this Consent Order, Respondent Presbyterian Homes shall provide the additional information requested in the Department's January 22, 1998 incompleteness letter (File No. CS51-0133951) in regard to obtaining a Department permit for The Landings Collection System. In any event, Respondent Presbyterian Homes shall obtain a Department permit for The Landings Collection System within 60 days of the effective date of this Consent Order. At a minimum, within 90 days of receipt of the permit, Respondent Presbyterian Homes shall raise the electrical panel above the 100 year flood and construct the lift station in such a manner that it will not be flooded during a 25 year flood. Within 120 days of receipt of the permit, Respondent Presbyterian Homes shall submit to the Department a Professional Engineer's certification that the construction of the lift station and collection system has been constructed in accordance with the provisions of Rule 62-604.400(2)(e), F.A.C.

(i) Every two months after the effective date of this Consent Order, Respondent Lindrick shall submit, in writing, to the Department a report ("Report") containing information concerning:

1. the status and progress of the Rehab Project's milestones for chloride reduction to 1050 mg/l by August 4, 1998, to 900 mg/l by September 21, 1998, to 750 mg/l by January 28, 1999, and to 600 mg/l by May 10, 1999, and
2. the status of the corrective actions required by this Consent Order, including information as to compliance or noncompliance with the applicable requirements of this Consent Order, construction requirements, effluent limitations, and any reasons for noncompliance and remedies for correction of any noncompliance. The Report shall also include a

13. In the event of a sale or conveyance of the Plant, the Lindrick Collection System, and The Landings Collection System or of the Property upon which the Plant, the Lindrick Collection System, and The Landings Collection System is located, if all of the requirements of this Consent Order have not been fully satisfied, Respondents shall, at least 30 days prior to the sale or conveyance of the Property or the Plant, the Lindrick Collection System, and The Landings Collection System, (1) notify the Department of such sale or conveyance, (2) provide the name and address of the purchaser, or operator, or person(s) in control of the Plant, the Lindrick Collection System, and The Landings Collection System, and (3) provide a copy of this Consent Order with all attachments to the new owners. The sale or conveyance of the Lindrick Collection System, The Landings Collection System, and Plant, or the Property upon which the Plant is located shall not relieve the Respondents of the obligations imposed in this Consent Order.

7

wastewater to the City of New Port Richey on or before April 19th, the May 19th payment is not required. However, if Respondent Lindrick sends any wastewater to the Plant on or after April 20th, the May 19th payment is required. Failure to timely make any payment will allow the Department, at its discretion, to accelerate the balance which shall become immediately due. Payment shall be made by cashier's check or money order. The instrument shall be made payable to "The Department of Environmental Protection" and shall include thereon the OGC number assigned to this Consent Order and the notation "Ecosystem Management and Restoration Trust Fund." The payment shall be sent to the Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, FL 33619.

15. Respondents agree to pay the Department stipulated penalties in the amount of \$100 per day for each and every day Respondents fail to timely comply with any of their specific obligations and requirements of Paragraph[s] 12.(a) through 12.(i), 14, and 16 and an additional \$400 per day for failure to meet paragraph 12.(c) of this Consent Order. A separate stipulated penalty shall be assessed for each violation of this Consent Order. Within 30 days of written demand from the Department, Respondents shall make payment of the appropriate stipulated penalties to "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Consent Order and the notation "Ecosystem Management and Restoration Trust Fund." Payment shall be sent to the Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, FL 33619. The Department may make demands for payment at any time after violations occur. Nothing in this Paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Consent Order. Any penalties assessed under this Paragraph shall be in addition to the settlement sum agreed to in Paragraph 14 of this Consent Order. If the Department is required to file a lawsuit to recover stipulated penalties under this Paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Consent Order in an amount greater than the stipulated penalties due under this Paragraph.

16. Respondent Lindrick shall publish the following notice in a newspaper of daily circulation in Pasco County, Florida. The notice shall be published one time only within 10 days after the effective date of the Consent Order.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection gives notice of agency action of entering into a Consent Order with Lindrick Service Corporation, Borda-DiMarco Ltd., and Presbyterian Homes of Florida, Inc. The Consent Order addresses alleged violations of wastewater collection, treatment, and disposal system in the vicinity of the Gulf Harbors area of Pasco County. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, FL 33619.

Persons whose substantial interests are affected by this Consent Order have a right to petition for an administrative hearing on the Consent Order. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS # 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S.

The petition shall contain the following information: (a) The name, address, and telephone number of each petitioner; the Department's identification number for the Consent Order and the county in which the subject matter or activity is located; (b) A statement of how and when each petitioner received notice of the Consent Order; (c) A statement of how each petitioner's substantial interests are affected by the Consent Order; (d) A statement of the material facts disputed by petitioner, if any; (e) A statement of facts which petitioner contends warrant reversal

or modification of the Consent Order; (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order; (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573 before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000, by the same deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

(a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

(b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

(c) The agreed allocation of the costs and fees associated with the mediation;

(d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

(g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.

(h) The signatures of all parties or their authorized representatives.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under

Sections 120.569 and 120.57 remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

17. In addition to routine annual inspections, Respondents shall allow all authorized representatives of the Department access to the property and Plant at reasonable times for the purpose of determining compliance with the terms of this Consent Order and the rules of the Department.

18. All plans, applications, penalties, stipulated penalties, costs and expenses, and information required by this Consent Order to be submitted to the Department shall be sent to the Florida Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, FL 33619.

19. This Consent Order is a settlement of the violations alleged by the Department in Paragraphs 10 above pursuant to the Department's civil and administrative authority under Chapters 403 and 376, F.S. This Consent Order does not address settlement of any criminal liabilities which may arise from Sections 403.161(3) through (5), 403.413(5), 403.727(3)(b), 376.302(3) and (4), or 376.3071(10), F.S., nor does it address settlement of any violation which may be prosecuted criminally or civilly under federal law.

20. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

21. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Consent Order shall constitute a violation of Section 403.161(1)(b), F.S.

22. The Department, for and in consideration of the complete and timely performance by Respondents of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations through the date of the filing of this Consent Order as outlined in this Consent Order.

23. Respondents are fully aware that a violation of the terms of this Consent Order may subject Respondents to judicial imposition of damages, civil penalties up to \$10,000.00 per day per offense, and criminal penalties.

24. Entry of this Consent Order does not relieve Respondents of the need to comply with any and all applicable federal, state or local laws, regulations or ordinances.

25. The provisions of this Consent Order shall apply to and be binding upon the parties, their officers, their directors, agents, servants, employees, successors, and assigns and all persons, firms and corporations acting under, through or for them and upon those persons, firms and corporations in active concert or participation with them.

26. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by the Respondents and the Department.

27. Respondents acknowledge but waive their right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this Consent Order. Respondents acknowledge their right to appeal the terms of this Consent Order pursuant to Section 120.68, F.S., but waive that right upon signing this Consent Order.

(This area purposely left blank)

28. Except to the extent specifically amended herein, Wastewater Permit No. FL0032603 and Administrative Order No AO-005-SW issued on July 3, 1997, shall remain in full effect.

29. This Consent Order is a final order of the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

FOR THE RESPONDENTS

Lindrick Service Corporation

Borda-DiMarco, Ltd.

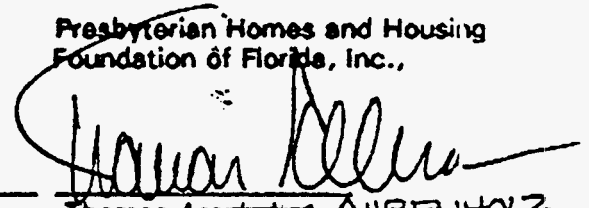
Presbyterian Homes and Housing
Foundation of Florida, Inc.,



Joseph R. Borda,
President



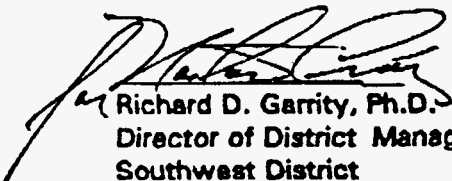
Joseph R. Borda,
Registered Agent



Thomas Arenholz, AHRENHOLZ
Executive Director

DONE AND ORDERED this 26th day of June, 1998, in Tampa, Florida.

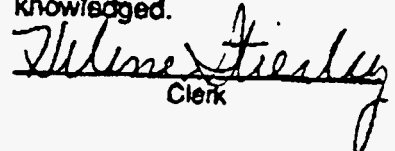
**STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION**



Richard D. Garrity, Ph.D.
Director of District Management
Southwest District

FILING AND ACKNOWLEDGEMENT

FILED, on this date, pursuant to S120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 6/26/98
Clerk Date

Copies furnished to:

Larry Morgan, OGC, FDEP, Tallahassee
Illia Herrera, FDEP, Tallahassee
Peter A. Altman, Mayor, City of New Port Richey
Jacob Varn, Esq.

Lindrick Service Corporation
Additional Revenue Requirements & Proposed Increase to Existing Rates for
City of New Port Richey Purchased Wastewater & Collection System Improvements

Line No.	Component	Reference Schedule No.	Increase in Cost
1	A. <u>Phase 1 increase</u>		
2	Operation & Maintenance expense	4	\$ 353,482
3	Depreciation	8	98,246
4	Taxes other than income	6	21,392
5	Income taxes	7	<u>38,469</u>
6	Additional operating expenses		511,589
7	Required rate of return	10	<u>106,201</u>
8	Total additional expense and rate of return		617,790
9	Divide by Regulatory Assessment Fees (RAF) expansion factor		<u>0.955</u>
10	Total Phase 1 increase revenue requirement		<u>\$ 646,901</u>
11	Divide by annualized revenue	11	<u>\$ 761,544</u>
12	Percentage increase in revenue		<u>84.95 %</u>
13	B. <u>Final increase (completion of Phases 1 and 2)</u>		
14	Operation & Maintenance expense	4	\$ 364,732
15	Depreciation	8	214,868
16	Taxes other than income	6	54,268
17	Income taxes	7	<u>91,685</u>
18	Additional operating expense		725,553
19	Required rate of return	10	<u>253,114</u>
20	Total additional expense and rate of return		978,667
21	Divide by RAF expansion factor		<u>0.955</u>
22	Total revenue increase		<u>\$ 1,024,782</u>
23	Divide by annualized revenue	11	<u>\$ 779,021</u>
24	Percentage increase in revenue		<u>131.55 %</u>

— APPENDIX D —

Lindrick Service Corporation
Schedule of Present & Proposed Wastewater Rates

Line No.		Monthly	
		Present Rates	Proposed Rates
1	A. <u>Phase 1 Rates (84.95% increase)</u>		
2	<u>Residential</u>		
3	Base facility charges (all meter sizes)	\$ 10.51	\$ 19.43
4	Gallonge charge per 1,000 gallons (10M monthly max.)	2.10	3.88
5	<u>General Service</u>		
6	Base facility charges:		
7	5/8" x 3/4"	10.51	19.44
8	1"	26.29	48.62
9	1 1/2"	52.52	97.14
10	2"	84.14	155.62
11	3"	168.28	311.23
12	4"	262.93	486.29
13	6"	525.83	972.52
14	8" (Compound)	840.94	1,555.32
15	8" (Turbine)	946.15	1,749.90
16	Gallonge charge per 1,000 gallons	2.10	3.88
17	B. <u>Final Rates (131.55% increase)</u>		
18	<u>Residential</u>		
19	Base facility charges (all meter sizes)	10.51	24.34
20	Gallonge charge per 1,000 gallons (10M monthly max.)	2.10	4.86
21	<u>General Service</u>		
22	Base facility charges:		
23	5/8" x 3/4"	10.51	24.34
24	1"	26.29	60.87
25	1 1/2"	52.52	121.61
26	2"	84.14	194.83
27	3"	168.28	389.65
28	4"	262.93	608.81
29	6"	525.83	1,217.56
30	8" (Compound)	840.94	1,947.20
31	8" (Turbine)	946.15	2,190.81
32	Gallonge charge per 1,000 gallons	2.10	4.86

Lindrick Service Corporation
Estimated Change in Operation & Maintenance Expenses
City of New Port Richey Bulk Wastewater Treatment
Year Ended December 31, 1997

Line No.		
1	I. <u>Phase 1</u>	
2	A. <u>Salaries & Wages - Employees</u>	
3	Remove salary of plant operator (J. Straight)	\$ (18,720)
4	B. <u>Salaries & Wages - Officers</u>	
5	Remove officer's salary allocated to treatment plant operation	\$ (11,577)
6	C. <u>Employee Pension & Benefits</u>	
7	Remove plant operators medical & life insurance @ \$333/month	\$ (3,996)
8	D. <u>Purchased Wastewater Treatment</u>	
9	Annualized cost of purchased wastewater treatment from City of New Port Richey	
10	(Schedule No. 5) (Exhibit B, original report)	\$ 476,811
11	E. <u>Sludge Removal</u>	
12	Remove 1995 sludge removal expense (1)	\$ (62,900)
13	F. <u>Purchased Power</u>	
14	Remove 1996 treatment plant purchased power (2)	\$ (32,201)
15	Add: Estimated electric cost for triplex 25hp flow equalizer pump station	10,183
16		\$ (22,018)
17	G. <u>Chemicals</u>	
18	Total chemicals expense for collection system per Engineer's estimate (Exhibit C, original report)	\$ 16,584
19	Less: Actual 1997 chemicals cost	(8,327)
20	Total increase in chemicals cost	\$ 8,257
21	H. <u>Contract Services - Engineering</u>	
22	1997 engineering expense	\$ (57,339)
23	Engineering expense related to operation of the treatment & disposal plant (Exhibit D, original report)	54,000
24	Total estimated reduction	\$ (3,339)
25	I. <u>Contract Services - Other</u>	
26	Remove outside services related to operation & maintenance of treatment plant (Exhibit D, net of capitalizable amount of \$3,360)	\$ (7,792)
27	J. <u>Insurance - Workmans Comp.</u>	
28	Remove workmans comp. insurance (J. Straight)	\$ (1,244)
29	Total increase in Operation & Maintenance expense	\$ 353,482
30	II. <u>Final Increase</u>	
31	Total O&M increase per above	\$ 353,482
32	Add:	
33	Estimated legal & accounting expense for this proceeding assuming resolution with PAA (\$25,000 accounting; \$20,000 legal)	45,000
34	Annual amortization over 4 years	11,250
35	Total O&M increase - final rates	\$ 364,732

Notes: (1) In 1996, the Utility experienced drastic increases in Pasco County's charges for sludge removal. 1995 expense increased from \$62,900 to \$122,401 in 1996 and \$85,936 in 1997. Lindrick sought to pass-through these increases, but the PSC denied its request. Therefore, none of the increased costs are embedded in the Company's existing rates. As a result, the 1995 sludge removal expense embedded in current rates has been used to determine the change in expenses which are reflected in the rates proposed in this proceeding.

(2) As a result of the TRE Study, described on page 1 of Exhibit 1 in the original filing, 1997 treatment plant operations were modified to reduce ammonia levels, which were found to be a contributing factor in the toxicity of effluent discharged into Cross Bayou by Lindrick.

The modification consisted of moving more air, which meant that the 60HP blowers were run for longer periods of time than was the case in 1996. This operating change resulted in a 1997 increase in electric expense of approximately \$10,000.

Because this increase was not recognized in existing rates, 1996 electric expense has been used to determine the change in electric expense, reflected in the rates proposed in this proceeding.

Lindrick Service Corporation
Schedule of Purchased Wastewater Treatment Costs and
Gallons Treated & Sold
Twelve Months Ended December 31, 1997

Line No.		Gallons Treated (000)	Gallons Sold (000)
1	January	14,166	16,131
2	February	12,878	18,664
3	March	15,163	18,286
4	April	13,895	21,133
5	May	13,506	17,452
6	June	12,152	20,605
7	July	13,850	15,450
8	August	13,102	17,215
9	September	12,065	21,466
10	October	13,538	17,608
11	November	14,257	14,113
12	December	18,730	14,153
13	Total	167,302	<u>212,276</u>
14	City of New Port Richey Bulk Rate (1)	<u>\$ 2.85</u>	
15	Total	<u>\$ 476,811</u>	
16	Note (1): The Utility has negotiated a bulk service agreement with the City of		
17	New Port Richey. A copy is included as Exhibit B.		

Lindrick Service Corporation
Estimated Change in Taxes Other than Income
City of New Port Richey Bulk Wastewater Treatment

Line No.		
1	I. <u>Phase 1 increase</u>	
2	A. <u>Payroll taxes</u>	
3	1. Reduction in salary (officers & employee)	\$ (30,297)
4	FICA tax rate	<u>7.65 %</u>
5	Reduction in FICA taxes	<u>(2,318)</u>
6	2. Federal unemployment	
7	First \$7,000 in wages	(7,000)
8	Net tax rate	<u>0.008</u>
9		<u>(56)</u>
10	Total reduction in payroll taxes	<u>(2,374)</u>
11	B. <u>Property taxes</u>	
12	Total Phase 1 costs of collection system improvements	1,186,373
13	Accumulated depreciation	<u>(98,246)</u>
14	Net taxable value	1,088,127
15	Pasco County millage rate	<u>0.021841</u>
16	Increase in property taxes	<u>23,766</u>
17	Total Phase 1 taxes other than income increase	<u>\$ 21,392</u>
18	II. <u>Final increase</u>	
19	A. <u>Payroll taxes</u>	
20	Reduction per above	<u>\$ (2,374)</u>
21	B. <u>Property taxes</u>	
22	Total cost of collection system improvements	2,808,252
23	Accumulated depreciation	<u>(214,868)</u>
24	Net taxable value	2,593,384
25	Pasco County millage rate	<u>0.021841</u>
26	Increase in property taxes	<u>56,642</u>
27	Total taxes other than income	<u>\$ 54,268</u>

Lindrick Service Corporation
Estimated Income Taxes Associated with Collection System Improvements

<u>Line No.</u>		
1	<u>Phase 1</u>	
2	Total estimated cost of Phase 1 improvements (Schedule No. 9)	\$ 1,186,373
3	Less: Accumulated depreciation (Schedule No. 8)	<u>(98,246)</u>
4	Net additional investment	1,088,127
5	Weighted cost of equity per Order No. PSC-97-1501-FOF-WS, issued 11/25/97	<u>0.0586</u>
6	Regulatory net income	63,764
7	State & Federal income tax expansion factor	<u>1.6033</u>
8	Pre-tax regulatory income	102,233
9	Net regulatory income per above	<u>(63,764)</u>
10	Provision for income taxes	<u>\$ 38,469</u>
11	<u>Phase 2</u>	
12	Total estimated cost of improvements (Phases 1 & 2) (Schedule No. 9)	\$ 2,808,252
13	Less: Accumulated depreciation (Schedule No. 8)	<u>(214,868)</u>
14	Net additional investment	2,593,384
15	Weighted cost of equity per Order No. PSC-97-1501-FOF-WS, issued 11/25/97	<u>0.0586</u>
16	Regulatory net income	151,972
17	State & Federal income tax expansion factor	<u>1.6033</u>
18	Pre-tax regulatory income	243,657
19	Net regulatory income per above	<u>(151,972)</u>
20	Provision for income taxes	<u>\$ 91,685</u>

Lindrick Service Corporation
Annual Depreciation Expense on Wastewater Collection System Improvements

Line No.	NARUC Account No.	Description	Estimated Cost (3)	Depreciation Rate (1)	Annual Depreciation Expense
Phase 1					
1	361	Collection sewers - gravity	\$ 867,069	8.33 %	\$ 72,227
2	361	Manholes	307,721	8.33	25,633
3	370	Receiving wells	<u>11,583</u>	3.33 (2)	<u>386</u>
4		Total	<u>\$ 1,186,373</u>		<u>\$ 98,246</u>
5	Phase 2 (4)				
6	361	Collection sewers - gravity	\$ 1,971,255	8.33 %	\$ 164,206
7	361	Manholes	329,856	8.33	27,477
8	370	Receiving wells	224,775	3.33 (2)	7,485
9	371	Pumping equipment	<u>282,366</u>	5.56 (2)	<u>15,700</u>
10		Total project costs	<u>\$ 2,808,252</u>		<u>\$ 214,868</u>
11	Notes: (1) The sections of the collection system scheduled for improvement were originally				
12	constructed in the late 1950's and 1960's and range in age of approximately 35 to 40 years.				
13	Thus, they are at the end of their useful lives. In addition, most sections were constructed of				
14	vitreous clay pipe. As shown in Exhibit A, the improvements will consist of slip-lining the most				
15	deteriorated sections of pipe and grouting and sealing other sections.				
16	The Utility's consulting engineer believes that although the improvements will extend the				
17	useful life of the collection system, they cannot reasonably be expected to restore the system				
18	to new condition and service life. As a result, the engineer believes that the useful life of the				
19	improvements will be no more than 10 to 12 years. For purposes of this proceeding, a 12-year				
20	useful life has been used.				
21	(2) PSC guideline depreciable lives have been used for receiving wells and pumping				
22	equipment.				
23	(3) See Schedule No. 9 and Exhibit A for detail of the estimated cost of collection system				
24	improvements.				
25	(4) Phase 1 and Phase 2 costs per Schedule No. 9.				

Lindrick Service Corporation
Engineer's Estimated Cost of Wastewater Collection System Improvements
For Chloride Reduction Program

Line No.	NARUC Account No.	Description	Engineer's Estimated Cost (1)	Engineering, Construction Mgmt. & Permitting (2)	Contingencies (3)	Total Estimated Cost
1	<u>Phase 1</u>					
2	361.2	Collection sewers - gravity				
3		Pressure clean, vacuum, televise				
4		& slipline or grout collection system	\$ 673,713	\$ 114,531	\$ 78,825	\$ 867,069
5	361.2	Manholes - Pressure clean, vacuum,				
6		seal & epoxy coat	239,100	40,647	27,974	307,721
7	370.2	Receiving wells - Pressure clean,				
8		vacuum & reline or rebuild	9,000	1,530	1,053	11,583
9	Total Phase 1 costs		<u>\$ 921,813</u>	<u>\$ 156,708</u>	<u>\$ 107,852</u>	<u>\$ 1,186,373</u>
10	<u>Phase 2</u>					
11	361.2	Collection sewers - gravity				
12		Pressure clean, vacuum, televise				
13		& slipline or grout collection system	\$ 857,953	\$ 145,852	\$ 100,381	\$ 1,104,186
14	361.2	Manholes - Pressure clean, vacuum,				
15		seal & epoxy coat	17,200	2,923	2,012	22,135
16	370.2	Receiving wells - Pressure clean,				
17		vacuum & reline/epoxy coat	165,650	28,161	19,381	213,192
18	371.2	Pumping equipment - Convert				
19		existing treatment plant to				
20		master pump station & flow				
21		equalization facility with odor				
22		control system	217,262	39,435	25,669	282,366
23	Total Phase 2 costs		<u>\$ 1,258,065</u>	<u>\$ 216,371</u>	<u>\$ 147,443</u>	<u>\$ 1,621,879</u>
24	Total Phase 1 & Phase 2 costs		<u>\$ 2,179,878</u>	<u>\$ 373,079</u>	<u>\$ 255,295</u>	<u>\$ 2,808,252</u>
25	Notes: (1) See Exhibit A for engineer's revised estimate of costs.					
26	(2) Engineering and construction management are based on 12% and 5% of engineer's estimated cost, respectively.					
27	Twenty-five hundred dollars (\$2,500) of estimated permitting costs are included only in Account 371.2.					
28	(3) Contingencies are based on 10% of estimated construction costs, engineering, permitting, and construction					
29	management.					

Lindrick Service Corporation
Required Rate of Return on Collection System Improvements
City of New Port Richey Bulk Wastewater Treatment

Line
No.

1	<u>Phase 1</u>	
2	Estimated cost of Phase 1 collection system improvements (Schedule No. 9)	\$ 1,186,373
3	Less: One year's depreciation (Schedule No. 8)	<u>(98,246)</u>
4	Net additional investment	1,088,127
5	Rate of return (1)	<u>9.76 %</u>
6	Additional rate of return required	<u>\$ 106,201</u>
7	<u>Phase 2</u>	
8	Total estimated Phase 1 costs (Schedule No. 9)	\$ 1,186,373
9	Total estimated Phase 2 costs (Schedule No. 9)	<u>1,621,879</u>
10	Total project costs	2,808,252
11	Less: One year's depreciation (Schedule No. 8)	<u>(214,868)</u>
12	Net additional investment	2,593,384
13	Rate of return (1)	<u>9.76 %</u>
14	Additional rate of return required	<u>\$ 253,114</u>
15	Note (1): Current authorized rate of return established in Order No. PSC-97-1501-FOF-WS, issued	
16	November 25, 1997.	

Lindrick Service Corporation
Schedule of Annualized Wastewater Revenue
Twelve Months Ended December 31, 1997 & June 30, 1999

Line No.		No. of Bills	Gallons Sold (000)	Current Rate (1)	Annualized Revenue
1	<u>1997</u>				
2	<u>Residential</u>				
3	Base facility charges:				
4	All meter sizes	25,953		\$ 10.51	\$ 272,766
5	Gallons sold (10M max.)		172,404	2.10	362,048
6					<u>634,814</u>
7	<u>Multi-family</u>				
8	Base facility charges:				
9	1 1/2"	60		52.52	3,151
10	2"	12		84.14	1,010
11	4"	100		262.93	26,293
12	6"	12		525.83	6,310
13	Gallons sold		37,815	2.10	79,412
14					<u>116,176</u>
15	<u>General Service</u>				
16	Base facility charges:				
17	5/8" x 3/4"	111		10.51	1,167
18	1"	24		26.29	631
19	1 1/2"	36		52.52	1,891
20	3"	12		168.28	2,019
21	4"	2		262.93	526
22	Gallons sold		2,057	2.10	4,320
23					<u>10,554</u>
24	Total annualized revenue	<u>26,322</u>	<u>212,276</u>		<u>\$ 761,544</u>
25	<u>1999</u>				
26	Total 1997 annualized revenue per above				<u>\$ 761,544</u>
27	Annual percentage growth in ERCs				1.53 %
28	Construction period for collection system improvements factor (18 mos.)				<u>1.5000</u>
29	Revenue projection factor				<u>1.02295</u>
30	Projected revenue when collection system improvements are complete				<u>\$ 779,021</u>
31	Note (1): Per indexed rate adjustment effective 12/13/97.				



LETTER OF TRANSMITTAL

TO : Mr. Robert Nixon
Cronin, Jackson, Nixon & Wilson
2560 Gulf-to-Bay Boulevard
Suite 200
Clearwater, Florida 33765-4411

DATE : September 11, 1998

FileName: P:\1998\9805\T091

Identifier: (Optional)

PROJECT : Lindrick Service Corp. Wastewater Collection System Rehab.

PROJECT # : 9805

As per Joe Borda's request please find copies of the following items relative to the above referenced project;

- 1) Engineer's Cost Estimate for Phase 1, dated January 16, 1998.
- 2) Engineer's Cost Estimate for Phase 2, dated January 16, 1998.
- 3) Engineer's Cost Estimate for the Master Lift Station, dated January 16, 1998.

If I can be of any further assistance, please feel free to call on me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Hines", is written over a series of horizontal lines.

G. Jeffery Hines, P.E.
Vice President

GJH:mr
enclosures

cc: Joseph Borda, Lindrick Service Corporation

— APPENDIX E —

January 16, 1997



PHASE 1 - Reduction of
Chlorides to 600 mg/l

ENGINEER'S COST ESTIMATE LINDRICK SERVICE CORPORATION

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Collection System #1				
1) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	1,800	l.f.	\$47.80	\$86,040.00
2) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	6,077	l.f.	\$7.26	\$44,117.57
3) Pressure clean, vacuum, and televise 8" Polyvinyl Chloride Pipe (PVC)	1,131	l.f.	\$3.03	\$3,426.93
4) Pressure clean, vacuum, and line manholes	12	each	\$2,500.00	\$30,000.00
5) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	32	each	\$600.00	\$19,200.00
Collection System #2 - East Section				
6) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	720	l.f.	\$53.85	\$38,772.00
7) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	719	l.f.	\$9.68	\$6,963.79
8) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	720	l.f.	\$47.80	\$34,416.00
9) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	2,357	l.f.	\$7.26	\$17,114.72
10) Pressure clean, vacuum, and line manholes	9	each	\$2,500.00	\$22,500.00
11) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	16	each	\$600.00	\$9,600.00

January 16, 1997



PHASE 1 - Reduction of
Chlorides to 600 mg/l

**ENGINEER'S COST ESTIMATE
LINDRICK SERVICE CORPORATION**

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
12) Pressure clean, vacuum, and line lift station wet well	1	each	\$4,500.00	\$4,500.00
Collection System #2 - West Section				
13) Pressure clean, vacuum, televise and slipline 15" Vitrified Clay Pipe (VCP)	180	l.f.	\$93.78	\$16,880.40
14) Pressure clean, vacuum, televise and slipline 12" Vitrified Clay Pipe (VCP)	600	l.f.	\$63.53	\$38,118.00
15) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	720	l.f.	\$53.85	\$38,772.00
16) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	3,120	l.f.	\$47.80	\$149,136.00
17) Pressure clean, vacuum, televise, test and grout 12" Vitrified Clay Pipe (VCP)	915	l.f.	\$14.52	\$13,285.80
18) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	1,042	l.f.	\$9.68	\$10,082.69
19) Pressure clean, vacuum, televise, test and grout 8" Vitrified Clay Pipe (VCP)	15,556	l.f.	\$7.26	\$112,938.01
20) Pressure clean, vacuum, and televise 10" Polyvinyl Chloride Pipe (PVC)	2,030	l.f.	\$3.03	\$6,150.90
21) Pressure clean, vacuum, and televise 8" Polyvinyl Chloride Pipe (PVC)	2,000	l.f.	\$3.03	\$6,060.00
22) Pressure clean, vacuum, and line manholes	18	each	\$2,500.00	\$45,000.00
23) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	124	each	\$600.00	\$74,400.00

January 16, 1997



**PHASE 1 - Reduction of
Chlorides to 600 mg/l**

**ENGINEER'S COST ESTIMATE
LINDRICK SERVICE CORPORATION**

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Collection System #4				
24) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	480	l.f.	\$53.85	\$25,848.00
27) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	707	l.f.	\$9.68	\$6,841.82
28) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	2,582	l.f.	\$7.26	\$18,748.22
29) Pressure clean, vacuum, and line manholes	6	each	\$2,500.00	\$15,000.00
30) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	39	each	\$600.00	\$23,400.00
31) Pressure clean, vacuum, and line lift station wet well	1	each	\$4,500.00	\$4,500.00
SUBTOTAL FOR CONSTRUCTION				\$921,812.86
32) Engineering@12% of Construction	1	l.s.	\$110,617.54	\$110,617.54
33) Construction Management@ 5% of Construction	1	l.s.	\$46,090.64	\$46,090.64
SUBTOTAL FOR ENGINEERING AND CONSTRUCTION MANAGEMENT				\$156,708.19
34) Contingencies@10% of Prof. Services and Constr.	1	each	\$107,852.10	\$107,852.10
TOTAL FOR ALL PROPOSED IMPROVEMENTS				\$1,186,373.15

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

**ENGINEER'S COST ESTIMATE
LINDRICK SERVICE CORPORATION**

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Collection System #1				
1) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	1,200	l.f.	\$47.80	\$57,360.00
2) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	4,051	l.f.	\$7.26	\$29,410.26
Collection System #2 - East Section				
3) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	480	l.f.	\$53.85	\$25,848.00
4) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	480	l.f.	\$9.68	\$4,646.40
5) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	480	l.f.	\$47.80	\$22,944.00
6) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	1,572	l.f.	\$7.26	\$11,412.72
Collection System #2 - West Section				
7) Pressure clean, vacuum, televise and slipline 15" Vitrified Clay Pipe (VCP)	120	l.f.	\$93.78	\$11,253.60
8) Pressure clean, vacuum, televise and slipline 12" Vitrified Clay Pipe (VCP)	400	l.f.	\$63.53	\$25,412.00
9) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	480	l.f.	\$53.85	\$25,848.00
10) Pressure clean, vacuum, televise and slipline 8" Vitrified Clay Pipe (VCP)	2,080	l.f.	\$47.80	\$99,424.00

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

ENGINEER'S COST ESTIMATE LINDRICK SERVICE CORPORATION

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
11) Pressure clean, vacuum, televise, test and grout 12" Vitrified Clay Pipe (VCP)	610	l.f.	\$14.52	\$8,857.20
12) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	694	l.f.	\$9.68	\$6,717.92
13) Pressure clean, vacuum, televise, test and grout 8" Vitrified Clay Pipe (VCP)	10,371	l.f.	\$7.26	\$75,293.46
Collection System #3				
14) Pressure clean, vacuum, televise, test and grout 8" Vitrified Clay Pipe (VCP)	1,493	l.f.	\$7.26	\$10,839.18
15) Pressure clean, vacuum, and seal wet well with hydraulic cement or grout and apply coal tar epoxy coating.	1	each	\$800.00	\$800.00
Collection System #4				
16) Pressure clean, vacuum, televise and slipline 10" Vitrified Clay Pipe (VCP)	320	l.f.	\$53.85	\$17,232.00
17) Pressure clean, vacuum, televise, test and grout 10" Vitrified Clay Pipe (VCP)	471	l.f.	\$9.68	\$4,559.28
18) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	1,722	l.f.	\$7.26	\$12,501.72
Collection System #5				
19) Pressure clean, vacuum, and televise 10" & 8" Vitrified Clay Pipe (VCP)	2,490	l.f.	\$3.03	\$7,544.70
20) Pressure clean and vacuum manholes.	9	each	\$50.00	\$450.00
21) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

ENGINEER'S COST ESTIMATE LINDRICK SERVICE CORPORATION

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Collection System #6				
22) Pressure clean, vacuum, and televise 8" & 10" Polyvinyl Chloride Pipe (PVC) and Vitrified Clay Pipe (VCP)	11,394	l.f.	\$3.03	\$34,523.82
23) Pressure clean and vacuum manholes.	62	each	\$50.00	\$3,100.00
24) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #7				
25) Pressure clean, vacuum, and televise 8" Vitrified Clay Pipe (VCP)	1,431	l.f.	\$3.03	\$4,335.93
26) Pressure clean and vacuum manholes.	7	each	\$50.00	\$350.00
27) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #8				
28) Pressure clean, vacuum, televise, test and grout 8" Polyvinyl Chloride (PVC)	1,600	l.f.	\$7.26	\$11,616.00
29) Pressure clean, vacuum, and televise 8" Vitrified Clay Pipe (VCP)	1,673	l.f.	\$3.03	\$5,069.19
30) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	5	each	\$600.00	\$3,000.00
31) Pressure clean and vacuum manholes.	10	each	\$50.00	\$500.00
32) Pressure clean, vacuum, and seal wet well with hydraulic cement or grout and apply coal tar epoxy coating.	1	each	\$800.00	\$800.00

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

ENGINEER'S COST ESTIMATE

LINDRICK SERVICE CORPORATION

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Collection System #9				
33) Pressure clean, vacuum, and televise 8" Vitrified Clay Pipe (VCP)	1,030	l.f.	\$3.03	\$3,120.90
34) Pressure clean and vacuum manholes.	5	each	\$50.00	\$250.00
35) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #10				
36) Pressure clean, vacuum, televise, test and grout with chemical grout - 8" Vitrified Clay Pipe (VCP)	1,674	l.f.	\$7.26	\$12,153.24
37) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	3	each	\$600.00	\$1,800.00
38) Pressure clean and vacuum manholes.	7	each	\$50.00	\$350.00
39) Pressure clean, vacuum, and seal wet well with hydraulic cement or grout and apply coal tar epoxy coating.	1	each	\$800.00	\$800.00
Collection System #11				
40) Pressure clean, vacuum, and televise 8" Vitrified Clay Pipe (VCP)	1,831	l.f.	\$3.03	\$5,547.93
41) Pressure clean and vacuum manholes.	10	each	\$50.00	\$500.00
42) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #12				
43) Pressure clean, vacuum, and televise 8" Vitrified Clay Pipe (VCP)	2,132	l.f.	\$3.03	\$6,459.96

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

ENGINEER'S COST ESTIMATE LINDRICK SERVICE CORPORATION

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
44) Pressure clean and vacuum manholes.	9	each	\$50.00	\$450.00
45) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #13				
46) Pressure clean, vacuum, and televise 8" & 10" Vitrified Clay Pipe (VCP)	2,370	l.f.	\$3.03	\$7,181.10
47) Pressure clean and vacuum manholes.	12	each	\$50.00	\$600.00
48) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #14				
49) Pressure clean, vacuum, and televise 8" Polyvinyl Chloride Pipe (PVC)	3,850	l.f.	\$3.03	\$11,665.50
50) Pressure clean, vacuum, televise, test and grout 8" Polyvinyl Chloride (PVC)	870	l.f.	\$7.26	\$6,316.20
51) Pressure clean, vacuum, and seal manholes with hydraulic cement or grout and apply coal tar epoxy coating.	6	each	\$600.00	\$3,600.00
52) Pressure clean and vacuum manholes.	21	each	\$50.00	\$1,050.00
53) Pressure clean, vacuum, and seal wet well with hydraulic cement or grout and apply coal tar epoxy coating.	1	each	\$800.00	\$800.00
Collection System #15				
54) Pressure clean, vacuum, and televise 8" Polyvinyl Chloride Pipe (PVC)	4,630	l.f.	\$3.03	\$14,028.90

January 16, 1997



PHASE 2 - Reduction of
Chlorides below 600 mg/l

**ENGINEER'S COST ESTIMATE
LINDRICK SERVICE CORPORATION**

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FOR CHLORIDE REDUCTION PROGRAM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
55) Pressure clean and vacuum manholes.	23	each	\$50.00	\$1,150.00
56) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Collection System #16				
57) Pressure clean, vacuum, and televise 8" Polyvinyl Chloride Pipe (PVC)	2,386	l.f.	\$3.03	\$7,229.58
58) Pressure clean and vacuum manholes.	13	each	\$50.00	\$650.00
59) Pressure clean and vacuum wet well.	1	each	\$50.00	\$50.00
Other Items				
60) Miscellaneous lift station improvements for Lift Stations #1 through #16, including installation of backflow prevention devices, control panel modifications, repairs and rehabilitation.	1	l.s.	\$162,000.00	\$162,000.00
61) Various valve replacements	1	l.s.	\$271,000.00	\$271,000.00

SUBTOTAL FOR CONSTRUCTION

\$1,040,802.69

62) Engineering@12% of Construction	1	l.s.	\$124,896.32	\$124,896.32
63) Construction Management@ 5% of Construction	1	l.s.	\$52,040.13	\$52,040.13

SUBTOTAL FOR ENGINEERING AND CONSTRUCTION MANAGEMENT

\$176,936.46

64) Contingencies@10% of Prof. Services and Constr.	1	each	\$121,773.91	\$121,773.91
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TOTAL FOR ALL PROPOSED IMPROVEMENTS

\$1,339,513.06



January 16, 1997

**ENGINEER'S COST ESTIMATE
LINDRICK SERVICE CORPORATION**

MASTER LIFT STATION AND ODOR CONTROL SYSTEM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1) Triplex Pump Station Package 3-25 HP Pumps, rail-out system and controls	1	each	\$46,668.00	\$46,668.00
2) Valving and pipe manifold - 8" Ductile Iron	1	each	\$18,094.00	\$18,094.00
3) Labor to Install valving and pipe manifold	1	each	\$17,500.00	\$17,500.00
4) 50 KW Auxiliary Power Generator w/Automatic Transfer Switch, Fuel Storage Tank, and Enclosure	1	each	\$20,500.00	\$20,500.00
5) Autodialer	1	each	\$2,500.00	\$2,500.00
6) Plant modifications to allow utilization of plant as flow equalization basin	1	each	\$22,000.00	\$22,000.00
7) Connection to existing force main	1	each	\$7,500.00	\$7,500.00
8) 8" Magnetic flow meter	1	each	\$13,500.00	\$13,500.00
9) Plant abandonment, dewatering and grit removal	1	each	\$24,000.00	\$24,000.00
10) Odor control systems for lift stations #1, #4, and #13	3	each	\$15,000.00	\$45,000.00
SUBTOTAL FOR CONSTRUCTION				\$217,262.00
11) Engineering@12% of Construction	1	I.s.	\$26,071.44	\$26,071.44
12) Permitting	1	I.s.	\$2,500.00	\$2,500.00
13) Construction Management@ 5% of Construction	1	I.s.	\$10,863.10	\$10,863.10
SUBTOTAL FOR ENGINEERING AND CONSTRUCTION MANAGEMENT				\$39,434.54
14) Contingencies@10% of Prof. Services and Constr.	1	each	\$25,669.65	\$25,669.65
TOTAL FOR ALL PROPOSED IMPROVEMENTS				\$282,366.19

TWENTY-FOURTH REVISED SHEET NO. 16.0
CANCELS TWENTY-THIRD REVISED SHEET NO. 16.0

LINDRICK SERVICE CORPORATION TARIFF

GENERAL SERVICE (SEWER)

RATE SCHEDULE GS

AVAILABILITY Available to all commercial customers including condominium building within a company service area.

APPLICABILITY To any customer for which no other schedule applies.

LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	Meter Sizes	Base Facility Charge (Monthly)
	5/8" x 3/4"	\$25.10
	1"	\$62.79
	1-1/2"	\$125.45
	2"	\$200.95
	3"	\$401.91
	4"	\$627.96
	6"	\$1,255.87
	8" (Compound)	\$2,008.46
	8" (Turbine)	\$2,259.73

Gallonge charge per 1,000 gallons \$5.02

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (SEWER)

RATE SCHEDULE RS

<u>AVAILABILITY</u>	Available throughout the area served by the company.
<u>APPLICABILITY</u>	For sewer service for all purposes in private residences and individually metered apartment units.
<u>LIMITATIONS</u>	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
<u>RATE</u>	Base Facility Charge (Monthly) All meter sizes 25.10 Gallage charge per 1,000 gallons (maximum 10,000 gallons) 5.02
<u>TERMS OF PAYMENT</u>	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

TWENTY- FIFTH REVISED SHEET NO. 16.0
CANCELS TWENTY-FOURTH REVISED SHEET NO. 16.0

LINDRICK SERVICE CORPORATION TARIFF

GENERAL SERVICE (SEWER)

RATE SCHEDULE GS

AVAILABILITY Available to all commercial customers including condominium building within a company service area.

APPLICABILITY To any customer for which no other schedule applies.

LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	Meter Sizes	Base Facility Charge (Monthly)
	5/8" x 3/4"	\$26.11
	1"	\$65.33
	1-1/2"	\$130.51
	2"	\$209.06
	3"	\$418.12
	4"	\$653.29
	6"	\$1,306.54
	8" (Compound)	\$2,089.49
	8" (Turbine)	\$2,350.89

Gallonge charge per 1,000 gallons \$5.22

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

TWENTY-SECOND REVISED SHEET NO. 17.0
CANCELS TWENTY-FIRST REVISED SHEET NO. 17.0

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (SEWER)

RATE SCHEDULE RS

<u>AVAILABILITY</u>	Available throughout the area served by the company.
<u>APPLICABILITY</u>	For sewer service for all purposes in private residences and individually metered apartment units.
<u>LIMITATIONS</u>	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
<u>RATE</u>	Base Facility Charge (Monthly) All meter sizes 26.11 Gallage charge per 1,000 gallons (maximum 10,000 gallons) 5.22
<u>TERMS OF PAYMENT</u>	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

TWENTY- FIFTH REVISED SHEET NO. 16.0
CANCELS TWENTY-FOURTH REVISED SHEET NO. 16.0

LINDRICK SERVICE CORPORATION TARIFF

GENERAL SERVICE (SEWER)

RATE SCHEDULE GS

AVAILABILITY Available to all commercial customers including condominium building within a company service area.

APPLICABILITY To any customer for which no other schedule applies.

LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	Meter Sizes	Base Facility Charge (Monthly)
	5/8" x 3/4"	\$27.77
	1"	\$69.49
	1-1/2"	\$138.82
	2"	\$222.38
	3"	\$444.76
	4"	\$694.91
	6"	\$1,389.77
	8" (Compound)	\$2,222.60
	8" (Turbine)	\$2,500.66

Gallonge charge per 1,000 gallons \$5.55

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (SEWER)

RATE SCHEDULE RS

<u>AVAILABILITY</u>	Available throughout the area served by the company.
<u>APPLICABILITY</u>	For sewer service for all purposes in private residences and individually metered apartment units.
<u>LIMITATIONS</u>	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
<u>RATE</u>	Base Facility Charge (Monthly) All meter sizes 27.77 Gallage charge per 1,000 gallons (maximum 10,000 gallons) 5.55
<u>TERMS OF PAYMENT</u>	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

TWENTY-SECOND REVISED SHEET NO. 17.0
CANCELS TWENTY-FIRST REVISED SHEET NO. 17.0

LINDRICK SERVICE CORPORATION TARIFF

GENERAL SERVICE (WATER)

RATE SCHEDULE GS

AVAILABILITY Available to all commercial customers including condominium buildings within a company service area.

APPLICABILITY To any customer for which no other schedule applies.

LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 5.54
	1"	\$13.89
	1-1/2"	\$27.75
	2"	\$44.41
	3"	\$88.80
	4"	\$138.79
	6"	\$277.51
	8" (Compound)	\$444.18
	8" (Turbine)	\$499.68

Gallonge charge per 1,000 gallons \$2.65

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (WATER)

RATE SCHEDULE RS

<u>AVAILABILITY</u>	Available throughout the area served by the company.	
<u>APPLICABILITY</u>	For water service for all purposes in private residence and individually metered apartment units.	
<u>LIMITATIONS</u>	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.	
<u>RATE</u>	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 5.54
	1"	\$13.89
	1-1/2"	\$27.75
	2"	\$44.41
	3"	\$88.80
	4"	\$138.79
	6"	\$277.51
	Gallonge charge per 1,000 gallons \$2.65	
<u>TERMS OF PAYMENT</u>	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.	

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

TWENTY-SECOND REVISED SHEET NO. 17.0
CANCELS TWENTY-FIRST REVISED SHEET NO. 17.0

LINDRICK SERVICE CORPORATION TARIFF

GENERAL SERVICE (WATER)

RATE SCHEDULE GS

AVAILABILITY Available to all commercial customers including condominium buildings within a company service area.

APPLICABILITY To any customer for which no other schedule applies.

LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u>	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 6.54
	1"	\$16.41
	1-1/2"	\$32.78
	2"	\$52.46
	3"	\$104.90
	4"	\$163.96
	6"	\$327.83
	8" (Compound)	\$524.73
	8" (Turbine)	\$590.29

Gallorage charge per 1,000 gallons \$3.14

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (WATER)

RATE SCHEDULE RS

<u>AVAILABILITY</u>	Available throughout the area served by the company.	
<u>APPLICABILITY</u>	For water service for all purposes in private residence and individually metered apartment units.	
<u>LIMITATIONS</u>	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.	
<u>RATE</u>	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 6.54
	1"	\$16.41
	1-1/2"	\$32.78
	2"	\$52.46
	3"	\$104.90
	4"	\$163.96
	6"	\$327.83
	Gallage charge per 1,000 gallons \$3.14	
<u>TERMS OF PAYMENT</u>	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, the service may then be discontinued.	

Effective: For service rendered on or after _____, 1999
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda, Owner

Lindrick Service Corporation

Limited Proceeding - Water

Special Report

April 2, 1999

Lindrick Service Corporation
Limited Proceeding - Water
Special Report

Index

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
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2	2	Schedule of Adjusted PSC Audited Rate Base
3	3-4	Schedule of Adjusted PSC Audited Operating Income - Water, Assuming No Change in Operating, Accounting, Engineering & Administrative Services Provided by Related Party
4	5-6	Additional Operating Expenses for Services Provided by Utility and Related Parties, If Not Replaced by Third Party Contractors
5	7-8	Schedule of Adjusted Proforma Operating Income Assuming All Operating, Engineering, Accounting & Administrative Services are Provided Under Contract by Independent Third Parties
6	9	Schedule of Present & Proposed Water Rates
 <u>Exhibits</u>		
A	10-19	Additional Costs for Operation of Utility on a Contract Basis to Eliminate Related Party Services and Allocation between Water & Wastewater

Cronin, Jackson, Nixon & Wilson

CERTIFIED PUBLIC ACCOUNTANTS, P.A.

JAMES L. CARLSTEDT, C.P.A.
JOHN H. CRONIN, JR., C.P.A.
ERIC M. DOAN, C.P.A.
ROBERT H. JACKSON, C.P.A.
ELIZABETH A. MAY, C.P.A.
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April 2, 1999

Officers and Directors
Lindrick Service Corporation

In accordance with your request, we have prepared the accompanying Special Report of Lindrick Service Corporation, consisting of the Schedules and Exhibits set forth in the preceding Index. This Report is intended solely for use as part of a Limited Proceeding application for water Utility rate increases, to be filed with the Florida Public Service Commission (PSC), relating to the 1998 PSC audit of water operations for the test year ended December 31, 1997.

Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.

Cronin, Jackson, Nixon & Wilson
CRONIN, JACKSON, NIXON & WILSON

Lindrick Service Corporation
Limited Proceeding - Water
Year Ended December 31, 1997

Executive Summary

On February 18, 1998, Lindrick Service Corporation (Lindrick) filed a Wastewater Limited Proceeding to recover costs of purchased wastewater and collection system improvements related to tie-in with the City of New Port Richey. The filing was amended on September 17, 1998, to recognize additional conditions imposed by the City before a tie-in could occur.

The Commission initiated a limited proceeding financial audit of both water and wastewater operations and issued a final revised report on November 10, 1998. Lindrick believes that the audit demonstrated that the water system was earning less than a fair rate of return.

This Special Report was prepared to demonstrate the increase in water revenue and rates required by the information developed by the PSC audit and certain proforma expenses related to current and projected increases in the cost of services provided by the Utility and related parties. This assumes no change in operations to contract out all operating, engineering, accounting, and administrative services to independent third parties.

Due to circumstances beyond Lindrick's control, management believes it is time to end all related party services and have the system operated and managed by third party contractors. Although Lindrick believes that related party services are priced below market prices and benefit its customers, these costs continue to be challenged by the Commission auditors and Staff. Lindrick has spent a prohibitive amount of time and energy defending such charges in what is now the second PSC proceeding. Lindrick's related parties are willing to discontinue providing these services, since they are being provided at less than current market costs (contracts have been in effect since the mid-1980s with no increases). Accordingly, this report also shows the revenue increase necessary to eliminate related party services and contract out all operation and management of the Utility to third parties.

Lindrick Service Corporation
Limited Proceeding - Water
Schedule of Adjusted PSC Audited Rate Base
Year Ended December 31, 1997

	Per Company	PSC/Company Audit Adjustments	Adjusted Balance
Utility plant in service	\$ 1,394,680	\$ (107,971) (A)	\$ 1,286,709
Land	2,911		2,911
Plant held for future use	2,000	(2,000) (B)	
CIAC	(917,848)	(146,517) (C)	(1,064,365)
Acquisition adjustment	(11,715)		(11,715)
Accumulated depreciation	(611,722)	(13,062) (D)	(624,784)
Accumulated amortization of CIAC	431,433	112,119 (E)	543,552
Accumulated amortization of acquisition adjustment	8,052		8,052
	<u>297,791</u>	<u>(157,431)</u>	<u>140,360</u>
Working capital allowance		87,520 (F)	87,520
	<u>\$ 297,791</u>	<u>\$ (69,911)</u>	<u>\$ 227,880</u>

PSC Audit Adjustments

A. Utility plant

- | | |
|---|--------------|
| 1. Adjust to last rate order (Audit Exception (AE) 2) | \$ 1,306 |
| 2. Reclass lift station pump from water to sewer, net of estimated cost of pump retired (\$4,203 - \$1,047) (AE2) | (3,156) |
| 3. Capitalize contributed backflow prevention devices (AE4) | 6,239 |
| 4. Capitalize Pasco pipe invoices expensed (AE5) | 9,468 |
| 5. Capitalize invoices for rental of equipment (AE5) | 16,643 |
| 6. Capitalize golf course meter (AE5) | 6,161 |
| 7. Remove gross cost of purchased Utility (S.H. Utilities, Inc.) (AE7) | (150,000) |
| 8. Capitalize meter and backflow prevention devices (AE8) | <u>5,368</u> |

Net audit adjustments per Utility \$ (107,971)

B. Remove plant held for future use (AE3) \$ (2,000)

C. CIAC

- | | |
|---|----------------|
| 1. Adjust CIAC to prior order balances (Order No. 97-1501-FOF-WS) (AE4)
(Note: Adjustment is from actual order which differs from AE4) | \$ (138,358) |
| 2. Reclass 1996 CIAC from sewer to water (AE4) | (1,920) |
| 3. CIAC received for backflow preventors (AE4) | <u>(6,239)</u> |

Net audit adjustments per Utility \$ (146,517)

D. Accumulated depreciation

Adjustment per AE10 (Company has no way to determine if correct) \$ (13,062)

E. Accumulated amortization of CIAC

- | | |
|--|---------------|
| 1. Adjust to prior order balances (Order No. 97-1501-FOF-WS) (AE11)
(Note: Actual adjustment per Order is used) | \$ 89,702 |
| 2. Adjust 1996 and 1997 amortization (AE11) | <u>22,417</u> |

Net audit adjustment per Utility \$ 112,119

F. Working capital

Adjusted O&M expense (Schedule No. 3)	\$ 700,158
Factor for formula approach	<u>0.125</u>

Allowance for working capital \$ 87,520

Lindrick Service Corporation
Limited Proceeding
Schedule of Adjusted PSC Audited Operating Income - Water
Assuming No Change in Operating, Accounting, Engineering, and
Administrative Services Provided by Related Party

	Balance per Company	PSC Audit Adjustments	Adjusted Balance	Proforma Adjustments	Proforma Balance
Operating revenue	\$ 674,500	\$ (6,239) (A)	\$ 668,261	\$ 127,327 (H)	\$ 795,588
Operating expenses:					
O&M	754,552	(81,658) (B)	672,894	27,264 (E)	700,158
Depreciation	10,097	(7,707) (C)	2,390		2,390
Taxes other than income	64,268	(6,711) (D)	57,557	5,430 (G)	62,987
Income taxes				8,056 (F)	8,056
Amortization expense	(244)		(244)		(244)
	<u>828,673</u>	<u>(96,076)</u>	<u>732,597</u>	<u>40,750</u>	<u>773,347</u>
Operating income (loss)	\$ <u>(154,173)</u>	\$ <u>89,837</u>	\$ <u>(64,336)</u>	\$ <u>86,577</u>	\$ <u>22,241</u>
Rate base	\$ <u>227,880</u>		\$ <u>227,880</u>		\$ <u>227,880</u>
Rate of return (1)	<u>(67.66) %</u>		<u>(28.23) %</u>		<u>9.76%</u>

Adjustments

A. Revenue

 Reduce revenue for backflow prevention devices (AE4) \$ (6,239)

B. O&M expenses

1. Reduce expense for backflow preventers capitalized (AE4) \$ (2,647)
2. Reclass purchased power to sewer expense (AE5) (20,885)
3. Remove bad debt expense (AE5) (4,382)
4. Remove engineering expense related to Utility sale (AE5) (4,641)
5. Remove non-utility engineering expense (AE5) (2,185)
6. Remove transportation expense, net of 50% of mileage allowance based on 12,000 miles @ \$.32/mile
 (\$8,118 - (.50 x 12,000 x \$.32)(\$8,118 - \$1,920) (AE5) (6,168)
7. Remove 75% of rate case expense (\$5,401 x .75) (AE5) (4,050)
8. Remove entry to balance cash charged to expense (4,428)
9. Capitalize Pasco pipe charges (AE5) (9,468)
10. Capitalize equipment rental charges (AE5) (16,643)
11. Capitalize golf course meter & installation (AE5) (6,161)

 Total audit adjustments per Utility \$ (81,658)

C. Depreciation

 Depreciation adjustment per audit \$ (7,707)

D. Taxes other than income

1. Discounts lost, transfer fee, and RAFs per audit (AE6) \$ 1
2. Allocate 50% of payroll taxes to sewer (\$13,424 x .50) (AE6) (6,712)

 Total audit adjustments per Utility \$ (6,711)

Lindrick Service Corporation
Limited Proceeding
Schedule of Adjusted PSC Audited Operating Income - Water
Assuming No Change in Operating, Accounting, Engineering, and
Administrative Services Provided by Related Party

Adjustments (con't.)

E. Rate case expense

1. Operations expense

Increase in Utility and related party contract services expenses per Schedule No. 4	\$ 23,576
---	-----------

2. Rate case expense

Estimated legal & accounting fees to prepare filing - water only, assuming case completed as PAA	10,000
Filing fees	2,250
Company expenses for personnel not on Utility payroll	2,500

Total estimated rate case expense	14,750
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Annual amortization over four years	3,688
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Total O&M adjustments	\$ 27,264
-----------------------	-----------

F. Income taxes

Adjusted rate base per Schedule No. 2	\$ 227,880
Weighted cost of equity per Order No. PSC-97-1501-FOF-WS	5.86%
Regulatory net income	13,354
Expansion factor for pre-tax income (state & federal income taxes)	1.6033
Regulatory income before income taxes	21,410
Net regulated income per above	(13,354)

Provision for income taxes	\$ 8,056
----------------------------	----------

G. Regulatory Assessment Fees (RAFs)

Total proforma revenue required	\$ 795,588
RAF rate	4.5%
RAFs required	35,801
Test year RAFs	(30,371)

Increase in RAFs	\$ 5,430
------------------	----------

H. Operating revenue

Increase in revenue required by Utility to realize a 9.76% rate of return on PSC audited rate base	\$ 127,327
--	------------

Note (1) The rate of return requested is the Utility's current authorized rate of return established in Order No. PSC-97-1501-FOF-WS, issued 11/25/97.

Lindrick Service Corporation
Limited Proceeding - Water
Additional Operating Expenses for Services Provided By Utility and
Related Parties If Not Replaced by Third Party Contractors

Line No.		Total	Water	Sewer
1	A. <u>Salaries</u>			
2	Margaret Mountain - Secretary/Treasurer			
3	1997 test year salary	\$ 31,200	\$ 15,600	\$ 15,600
4	Proposed salary (1)	<u>36,400</u>	<u>18,200</u>	<u>18,200</u>
5	Proposed increase	<u>5,200</u>	<u>2,600</u>	<u>2,600</u>
6	Helen McNeil - Operations Manager			
7	1997 test year salary	22,800	11,400	11,400
8	Current salary (2)	<u>27,040</u>	<u>13,520</u>	<u>13,520</u>
9	Increase to actual	<u>4,240</u>	<u>2,120</u>	<u>2,120</u>
10	Brent Hopkins - Maintenance Supervisor			
11	1997 test year salary	16,900	8,450	8,450
12	Current salary (2)	<u>18,700</u>	<u>9,350</u>	<u>9,350</u>
13	Increase to actual	<u>1,800</u>	<u>900</u>	<u>900</u>
14	Total salary increases requested	<u>11,240</u>	<u>5,620</u>	<u>5,620</u>
15	B. <u>Accounting & Administrative Services (A&A)</u>			
16	Borda Engineering:			
17	Test year contract expense (3)	79,200	29,304	49,896
18	Current cost of providing A&A	<u>91,200</u>	<u>45,600</u>	<u>45,600</u>
19	Increase to recover current costs	<u>12,000</u>	<u>16,296</u>	<u>(4,296)</u>
20	C. <u>Engineering Support Services</u>			
21	Borda Engineering:			
22	Test year expense	50,511	5,140	45,371
23	Proposed expense after tie-in (4)	68,000	6,800	61,200
24	(Allocated on ratio of test year expense)	<u>(100%)</u>	<u>(10%)</u>	<u>(90%)</u>
25	Increase required	17,489	1,660	15,829
26	Less: Increase in 09/03/98 Report (\$45,371-\$54,000)	<u>(8,629)</u>		<u>(8,629)</u>
27	Net increase over 09/03/98 Report	<u>8,860</u>	<u>1,660</u>	<u>7,200</u>
28	Total increase required	<u>\$ 32,100</u>	<u>\$ 23,576</u>	<u>\$ 8,524</u>

Lindrick Service Corporation
Limited Proceeding - Water
Additional Operating Expenses for Services Provided By Utility and
Related Parties If Not Replaced by Third Party Contractors

Line
No.

1 Notes: (1) Margaret Mountain is the Secretary/Treasurer/CEO of the Utility. Her duties and present salary
2 were fully described and documented in response to Staff's First Data Request on December 3, 1998,
in the Wastewater Limited Proceeding.

3 Ms. Mountain's current salary has been in effect since 1987 -- 12 years without an increase. To
4 continue to retain her services, basic fairness dictates it is time for a raise. The Utility proposes an
5 increase equating to approximately 1.4% for each year since 1987.

6 (2) Salary increases for Helen McNeil and Brent Hopkins were documented and requested in
7 Lindrick's written response to the PSC Audit Report dated September 24, 1998, in the Wastewater
8 Limited Proceeding.

9 (3) All accounting and administrative services are contracted to Borda Engineering pursuant
10 to a contract dated December 27, 1993. A copy of the contract was provided in Exhibit 4 of the
11 Company's written response to the Audit Report dated September 24, 1998, in the Wastewater
12 Limited Proceeding.

13 No increases to the monthly fee of \$6,600 have ever been made. At the same time, wages and
14 overhead costs have risen substantially since 1993. To continue to provide these services, Borda
15 Engineering proposes an increase to recover current costs, which equates to approximately 2.5%
16 for each year since 1993.

17 (4) Revised estimate of engineering support services once the wastewater treatment plant is
18 off-line. The revision is necessary to recognize the additional cost of continued chloride reduction
19 and I&I efforts not included in the original estimate filed in the Wastewater Limited Proceeding.
20 Additionally, the professional staff has received long overdue salary increases. When compared
21 to quotes for similar services from third parties, Borda Engineering's fees to continue to provide
22 routine services are materially and substantially lower. The Company has furnished extensive
23 documentation of Borda Engineering's costs on December 3, 1998, January 20, 1999, and
24 February 10, 1999, in connection with the Wastewater Limited Proceeding.

Lindrick Service Corporation
Limited Proceeding - Water
Schedule of Adjusted Proforma Operating Income
Assuming All Operating, Engineering, Accounting & Administrative Services are
Provided Under Contract by Independent Third Parties (1)

Line No.		Adjusted Balance per Schedule No. 3	Proforma Adjustments	Proforma Balance
1	Operating revenue	\$ 668,261	\$ 271,609 (D)	\$ 939,870
2	Operating expenses:			
3	O&M	672,894	166,808 (A)	839,702
4	Depreciation	2,390		2,390
5	Taxes other than income	57,557	7,849 (C)	65,406
6	Income taxes		8,673 (B)	8,673
7	Amortization expense	(244)		(244)
8		<u>732,597</u>	<u>183,330</u>	<u>915,927</u>
9	Operating income (loss)	<u>\$ (64,336)</u>	<u>\$ 88,279</u>	<u>\$ 23,943</u>
10	Rate base	<u>\$ 227,880</u>		<u>\$ 245,322 (2)</u>
11	Rate of return	<u>(28.23) %</u>		<u>9.76%</u>
12	<u>Adjustments:</u>			
13	A. <u>O&M Expense</u>			
14	<u>Cost Savings</u>			
15	1. Eliminate Borda Engineering accounting & administrative charges			\$ (29,304)
16	2. Eliminate Borda Engineering services			(5,140)
17	3. Eliminate H2O billing charges			(16,800)
18	4. Eliminate transportation expense			(10,200)
19	5. Eliminate employee pensions & benefits			(10,384)
20	6. Eliminate salaries & wages - employees			(42,174)
21	7. Eliminate officer's salary (Mountain)			(15,600)
22	8. Eliminate employee benefits - officer (Mountain)			(2,983)
23	9. Eliminate H2O operating & consulting charges			(9,756)
24	10. Eliminate local office rent			<u>(3,785)</u>
25	Total cost savings			<u>(146,126)</u>
26	<u>Additional Costs</u>			
27	1. New unrelated on-site Utility Manager			34,219
28	2. Third party contract engineering for normal & recurring engineering services			10,500
29	3. Third party contract accounting - all aspects, including fiduciary functions			60,011
30	4. Third party contract operation & maintenance, including billing. This			
31	contract replaces all existing employees.			<u>204,516</u>
32	Total additional costs (Note: Copies of proposals for third party contract			
33	services are enclosed as Exhibit A)			<u>309,246</u>
34	5. Amortization of rate case expense per Adjustment E, Schedule No. 3			<u>3,688</u>
35	Total additional O&M expense			<u>\$ 166,808</u>

Lindrick Service Corporation
Limited Proceeding - Water
Schedule of Adjusted Proforma Operating Income
Assuming All Operating, Engineering, Accounting & Administrative Services are
Provided Under Contract by Independent Third Parties (1)

Line No.		
1	<u>Adjustments (con't.)</u>	
2	<u>B. Income Taxes</u>	
3	Proforma rate base (2)	\$ 245,322
4	Weighted cost of equity per Order No. PSC-97-1501-FOF-WS	0.0586
5	Regulatory net income	14,376
6	Expansion factor for pre-tax income (state & federal taxes)	1.6033
7	Regulatory income before income taxes	23,049
8	Net regulated income per above	(14,376)
9	Provision for income taxes	\$ 8,673
10	<u>C. Taxes Other than Income</u>	
11	1. <u>Payroll taxes</u>	
12	Eliminate all payroll tax, except Borda	\$ (4,373)
13	2. <u>Regulatory Assessment Fees (RAFTs)</u>	
14	Total proforma revenue required	939,870
15	RAF rate	4.5%
16	RAFTs required	42,294
17	RAFTs in adjusted test year	(30,072)
18	Increase required	12,222
19	Net taxes other than income increase	\$ 7,849
20	<u>D. Operating Revenue</u>	
21	Total increase in revenue required to realize a 9.76% rate of return and eliminate	
22	all related party services and provide for third party contract operation of Utility	\$ 271,609
23	Notes: (1) Currently, certain operating expenses, accounting, engineering, and administrative services are	
24	provided by Utility employees or by contract with related parties. Related party transactions	
25	have been reviewed closely in previous PSC proceedings, and such costs have been shown to	
26	be at or below market prices. Nonetheless, the Utility continues to be suspect simply because	
27	such related party transactions exist. Countless time and effort has been devoted to justifying	
28	these costs over the past three years.	
29	As a result, management believes the time has come to end all related party involvement and	
30	turn all operations over to contracted third parties.	
31	This schedule shows the increase in revenue required to eliminate Commission concerns about	
32	related party services and switch to independent contract operation of the system.	
33	(2) Adjusted proforma rate base is calculated as follows:	
34	Rate base before working capital (Schedule No. 2)	\$ 140,360
35	Working capital (\$839,702 x .125)	104,962
36	Proforma rate base	\$ 245,322

Lindrick Service Corporation
Limited Proceeding - Water
Schedule of Present and Proposed Water Rates

Line No.		Present Rates	Proposed Rates	
			No Change in Operations (19.05% increase)	Contract Operation (40.64% increase)
1	<u>Residential</u>			
2	Base facility charges:			
3	5/8" x 3/4"	\$ 4.65	\$ 5.54	\$ 6.54
4	1"	11.67	13.89	16.41
5	1 1/2"	23.31	27.75	32.78
6	2"	37.30	44.41	52.46
7	3"	74.59	88.80	104.90
8	4"	116.58	138.79	163.96
9	6"	233.10	277.51	327.83
10	Gallorage charge per 1,000 gallons	2.23	2.65	3.14
11	<u>General Service</u>			
12	Base facility charges:			
13	5/8" x 3/4"	4.65	5.54	6.54
14	1"	11.67	13.89	16.41
15	1 1/2"	23.31	27.75	32.78
16	2"	37.30	44.41	52.46
17	3"	74.59	88.80	104.90
18	4"	116.58	138.79	163.96
19	6"	233.10	277.51	327.83
20	8" (Compound)	373.10	444.18	524.73
21	8" (Turbine)	419.72	499.68	590.29
22	Gallorage charge per 1,000 gallons	2.23	2.65	3.14

Exhibit A

Additional Costs for Operation of Utility on a Contract Basis to Eliminate Related Party Services & Allocation between Water and Wastewater

Lindrick Service Corporation
Allocation of Additional Third Party Costs for Operation on a Contractual Basis

	<u>Total</u>	<u>Water</u>	<u>Sewer</u>
Unrelated on-site Utility Manager Allocated equally	\$ 68,438 <u>(100%)</u>	\$ 34,219 <u>(50%)</u>	\$ 34,219 <u>(50%)</u>
Third party engineering Allocated on same ratio as test year expense (\$5,140 W; \$45,371 S)	105,000 <u>(100%)</u>	10,500 <u>(10%)</u>	94,500 <u>(90%)</u>
Third party accounting Allocated equally	120,022 <u>(100%)</u>	60,011 <u>(50%)</u>	60,011 <u>(50%)</u>
All operations & management Allocated based on adjusted O&M expense per audit (\$672,894 W; \$508,859 S)	358,800 <u>(100%)</u>	204,516 <u>(57%)</u>	154,284 <u>(43%)</u>
Total additional & allocated expenses	<u>\$ 652,260</u>	<u>\$ 309,246</u>	<u>\$ 343,014</u>



Landon, Moore & Associates, Inc.
Civil & Environmental Engineers
Planners-Surveyors

Palm Harbor, Florida 34684
Ph (813) 788-8010
Fax (813) 787-4384
lma@compuserve.com

Memo

March 28, 1998

To: Joe Borda, President / Lindrick Service Corporation

Via: Fax (727) 848-4868

From: John S. Landon, P.E.

LMA#: 008-15

RE: Proposal for Yearly Engineering Services

As per our conversation, we will provide hourly professional engineering services per the attached fee schedule as necessary to support the day to day operations for the above named utility located in Pasco County.

It is estimated that our fees will average approximately \$8,333 per month to cover the attached scope of services.

In addition, it is anticipated that additional engineering services will be required for additional chloride monitoring that was not included in the original scope of services.

This estimate does not include any unusual design requirements, which may be required by the utility.

We would be please to provide you with individual quotes for this type of work on a case by case basis.

Please note that the above fees do not include reimbursable expenses that are estimated to be \$5000 per year.

If you have any questions, please call me.

BORIS.112298



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

January 5, 1997

LINDRICK SERVICE CORPORATION ENGINEERING TASK CODES

Key hourly billings to appropriate task codes.

<u>CODE</u>	<u>TASK</u>
E01	Daily Check: Reports/Lab Test Results/Operations.
E02	Daily Check: Repair Methodology Interface.
E03	Engr. Communications: Field/Subs/Home Office/DEP.
E04	Analyze Bids/Wk. Orders/Costs/Engr. Completeness.
E05	Maintain Tech. Reports/Engr. Records.
E06	Prepare/Review Reports & Agreements (City, County, DEP, EPA, Customers).
E07	WWTP: Analyze System Operation, Flows, Equipment, Air System, Biology/Chemistry (Influent/Effluent) vs. compliance with Permit Parameters.
E08	Wellfields: Review Monthly Reports for permit compliance, Corrosion Control Analysis, Testing, Repairs.
E09	Pumping Stations: Design/Sizing Pumps/Efficiency and Longevity.
E10	Water Distribution System: Hydraulic Analysis, Valving, Extent of Repairs.
E11	WWTP: Evaluation of Treatment Options, Prelim. Design of All System Components.
E12	Value Engineering: Overall Water and Wastewater System.
E13	Meeting Attendance.
E14	Field Inspection.

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Hoberman, P.E., R.A. • Linda O. Miedwig, P.E.

LONDON, MOREE & ASSOCIATES, INC.

FEE SCHEDULE

EFFECTIVE January 1, 1997

Principal Engineer	\$120.00
Senior Engineer	\$100.00
Engineer V	\$90.00
Engineer IV	\$80.00
Engineer III	\$75.00
Engineer II	\$70.00
Engineer I	\$60.00
CAD Tech II	\$80.00
CAD Tech I	\$50.00
Draftsman	\$30.00
Survey Crew	\$75.00

Fixed contract fee

Cronin, Jackson, Nixon & Wilson
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2560 GULF-TO-BAY BOULEVARD
SUITE 200
CLEARWATER, FLORIDA 33765-4419
(727) 791-4020
FACSIMILE
(727) 797-3602

February 9, 1999

Linda Miedwig, P.E.
Borda Engineers & Energy Consultants
Merchantville Train Station
10 East Chestnut Street
Merchantville, NJ 08109

BY FACSIMILE (609) 662-5342

Re: Lindrick Service Corporation - Estimated Annual Cost of Accounting Services

Dear Linda:

As requested, I have enclosed estimates of the annual cost of accounting services, assuming this function is contracted out to a third party such as my firm.

As you will note, I have enclosed two estimates. The first is without our firm providing fiduciary functions, which amounts to approximately \$47,000. On the other hand, if we perform fiduciary functions, our total estimated costs would be approximately \$120,000.

Please contact me if you have any questions, or if I can be of further assistance in this matter.

Very truly yours,

CRONIN, JACKSON, NIXON & WILSON



Robert C. Nixon

RCN/apf

Enclosures

cc: J. Borda (w/encl.)

Lindrick Service Corporation
Estimated Cost of Annual Accounting Services
Cronin, Jackson, Nixon & Wilson, CPA's

		Annual Cost
<u>I. Without Fiduciary Function (1)</u>		
<u>A. General Ledger Write-up Services</u>		
1. Initial set-up with NARUC Chart of Accounts		
Staff - 30 hours @ \$80	\$ 2,400	
Clerical - 8 hours @ \$35	280	
Partner review - 2 hours @ \$160	320	
Total to amortize over three years	<u>\$ 3,000</u>	\$ 1,000
2. Prepare monthly general ledger and financial statements		
Staff - 24 hours @ \$80	\$ 1,920	
Clerical - 6 hours @ \$35	210	
Partner review - 1 hour @ \$160	160	
Cost per month	<u>\$ 2,290</u>	27,480
3. Prepare quarterly payroll tax returns		
Clerical - 3 hours @ \$35	\$ 105	
Partner review - .5 hour @ \$160	80	
Cost per quarterly return	<u>\$ 185</u>	740
4. Prepare W-2s		
Clerical - 1.5 hours @ \$35	\$ 53	
Partner review - .5 hour @ \$160	80	
	<u>\$ 133</u>	133
5. Year-end accounting & adjusting entries, close G/L		
Staff - 30 hours @ \$80	\$ 2,400	
Partner review - 2 hours @ \$160	320	
	<u>\$ 2,720</u>	2,720
6. Prepare reviewed financial statements		
Staff - 60 hours @ \$80	\$ 4,800	
Clerical - 8 hours @ \$25	200	
Partner review - 8 hours @ \$160	1,280	
	<u>\$ 6,280</u>	6,280
7. Prepare federal & state income tax returns		
Staff - 24 hours @ \$80	\$ 1,920	
Manager review - 3 hours @ \$98	294	
Partner review - 1 hour @ \$160	160	
Clerical - 2 hours @ \$25	50	
	<u>\$ 2,424</u>	2,424

		<u>Annual Cost</u>
8. Initial tax depreciation set-up & basis reconciliation		
Staff - 20 hours @ \$80	\$ 1,600	
Clerical - 8 hours @ \$35	280	
Partner review - 1 hour @ \$160	160	
Total to amortize over three years	<u>\$ 2,040</u>	\$ 680
9. Prepare tangible property tax return		
Staff - 6 hours @ \$80	\$ 480	
Clerical - 1 hour @ \$25	25	
Partner review - 1 hour @ \$160	160	
	<u>\$ 665</u>	665
10. Prepare & review PSC Annual Report		
Staff - 24 hours @ \$80	\$ 1,920	
Clerical - 2 hours @ \$25	50	
Partner review - 4 hours @ \$160	640	
	<u>\$ 2,610</u>	2,610
11. Annual index/pass-through adjustments		
Staff - 6 hours @ \$80	\$ 480	
Clerical - 2 hours @ \$25	50	
Partner review - 1 hour @ \$160	160	
	<u>\$ 690</u>	690
12. Annual estimated out-of-pocket costs for telephone, copies, postage, Federal Express, and other @ \$150/month		<u>1,800</u>
		<u>\$ 47,222</u>

Note (1): Currently, Borda Engineering provides all accounting services, including preparing and maintaining the general ledger on a monthly basis. As such, the Company also provides the accounts payable function which includes paying all bills, coding the invoices and checks for recording into the general ledger, and controlling and maintaining cash. Additionally, customer and other receivables and the intercompany accounts are handled by Borda personnel.

The estimated costs quoted above do not include the accounts payable (including payroll) functions or cash, customer and other receivable functions. The Company would still require the accounting services of at least 1.5 to 2 persons to perform these functions and provide information to Cronin, Jackson, Nixon & Wilson for recording into the general ledger.

Lindrick Service Corporation
Estimated Cost of Annual Accounting Services
Cronin, Jackson, Nixon & Wilson, CPA's

II. <u>With Fiduciary Function</u>	<u>Annual Cost</u>
A. Total estimated cost, excluding fiduciary services	<u>\$ 47,222</u>
B. Fiduciary functions:	
1. Maintain & account for cash operating account, payroll, construction accounts, and temporary cash investments.	
2. Review & pay all bills, review for reasonableness and accordance with contracts or agreements.	
3. Code invoices and checks to correct general ledger accounts.	
4. Reconcile and document all cash deposits and transfers.	
5. Reconcile customer accounts receivable and post to general ledger.	
6. Post CWIP, pay construction draws, close CWIP to correct G/L account.	
7. Post and reverse payables to general ledger.	
We would conservatively estimate fees to perform these services as follows:	
Staff - 12 hours per week at \$80	\$ 49,920
Clerical - 8 hours per week @ \$35	14,560
Partner review - 1 hour per week @ \$160	<u>8,320</u>
Total for 52 weeks	<u>\$ 72,800</u>
	<u>72,800</u>
Total estimated accounting fees with fiduciary functions and responsibilities	<u>\$ 120,022</u>



To: BOB NIXON
From: J. BORDA

February 15, 1999

Mr. Joseph Borda, AIA, PE
Borda Engineers and Energy Consultants
Merchantville Train Station
10 East Chestnut Street
Merchantville, New Jersey 8109

RE: Lindrick Service Corp. Utility Operation and Management
Project Number 9805

Dear Mr. Borda:

I am writing to document our proposal to you to provide the following services relative to the Lindrick Service Corporation utility system operation and maintenance, as follows:

- 1) Provide operation and maintenance of the wastewater collection and transmission facilities, including all wastewater lift stations. This item does not include repairs of any of the above facilities. Any repairs would be billed on a time and materials basis, using currently prevailing rates.
- 2) Provide operation and maintenance of the wastewater treatment and disposal facility.
- 3) Provide operation and maintenance of all water supply wells and water treatment and storage facilities.
- 4) Provide operation and maintenance of the water distribution system.
- 5) Provide customer service, billing and collection services for the utility.
- 6) Provide overall system management.

H₂O Utility Services will provide all of the above listed services for a monthly fee of \$13.00 per combined water and sewer connection. Commercial connections will be counted in the above rates based upon the number of equivalent residential connections (ERC's) per commercial customer. Based on a current figure of 2,300 for total connections, this results in a total monthly fee of \$29,900.00.

I hope the above proposal provides you with a basis upon which to evaluate the cost of operation, maintenance and complete customer service for this utility. Upon your request, we will be happy to draw up a detailed proposal that will spell out each and every service included in the overall summary of services provided above.

If you have any questions or need anything further, please feel free to call on me at your convenience.

Very truly yours,

A handwritten signature in dark ink, appearing to read "G. Deremer", is written over a horizontal line.

Gary Deremer
President
GH:ej
P:\1997\9805\0215BORDA.RDOC

Lindrick Service Corporation
Limited Proceeding - Wastewater
Docket No. 980242-SU
Second Revised Special Report
April 13, 1999

APPENDIX K

Lindrick Service Corporation
Limited Proceeding - Wastewater
Docket No. 980242-SU
Second Revised Special Report

Index

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
		Accountants' Letter
1	1	Executive Summary
2	2-4	Revised Additional Revenue Requirements and Proposed Increase to Existing Rates for City of New Port Richey Purchased Wastewater & Collection System Improvements and Additional Costs to Eliminate Related Party Contract Services
3	5-6	Revised Schedule of Present & Proposed Rates
4	7	Additional Cost of Purchased Wastewater from City of New Port Richey
5	8	Annual Depreciation Expense on Actual and Estimated Phase I & II Project Costs
6	9	Additional Property Taxes & Income Taxes Related to Actual and Estimated Phase I & II Project Costs
7	10	Summary of Actual and Estimated Phase I & II Costs and Required Rate of Return
8	11-13	Actual and Engineer's Estimated Cost of Phase I & II Collection System Improvements
9	14-15	Phase II Additional Operating Expenses for Services Provided by Utility & Related Parties, If Not Replaced by Third Party Contractors
<u>Exhibits</u>		
E	16-25	Additional Costs for Operation of Utility on a Contract Basis to Eliminate Related Party Services and Allocation Between Water & Sewer
F	26-27	Rate Increase for Bulk Wastewater Treatment
G	28-154	Actual and Estimated Phase I & II Project Costs

Cronin, Jackson, Nixon & Wilson

CERTIFIED PUBLIC ACCOUNTANTS, P.A.

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SUITE 200
CLEARWATER, FLORIDA 33765-4419
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(727) 797-3602
e-Mail
cjnw@worldnet.att.net

April 13, 1999

Officers and Directors
Lindrick Service Corporation

In accordance with your request, we have prepared the accompanying Special Report of Lindrick Service Corporation, consisting of the Schedules and Exhibits set forth in the preceding Index. This Report is intended solely for use as part of a Limited Proceeding application for Utility rate increases, to be filed with the Florida Public Service Commission, relating to recovery of purchased wastewater costs, collection system improvements, and contract operation of the Utility.

Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.

Cronin, Jackson, Nixon & Wilson
CRONIN, JACKSON, NIXON & WILSON

Lindrick Service Corporation
Limited Proceeding - Wastewater
Revised Additional Revenue Requirements and Proposed Increase to Existing Rates for
City of New Port Richey Purchased Wastewater & Collection System Improvements and
Additional Costs to Eliminate Related Party Contract Services
Second Revised

Executive Summary

This Special Report was prepared to revise the proposed revenue and rate increase contained in the Special Report dated September 3, 1998, and included as Appendix 2 to the amended petition filed with the Commission on September 17, 1998.

Since that time, the City of New Port Richey and DEP have imposed two new requirements as preconditions before Lindrick's wastewater can be diverted to the City for treatment:

1. The bulk rate has been increased from \$2.85 to \$2.89 per thousand gallons.
2. Lindrick must build a new transfer pumping facility at an estimated cost of approximately \$542,146. (DEP changed its position and would not allow conversion of the existing treatment plant to a flow equalization and pumping facility.)

Due to the passage of time and the continuing efforts to reduce measured chloride levels, some of the work originally anticipated for Phase II will be completed prior to tie-in with the City. Also, actual cost data for most of the Phase I improvements is now available. As a result, the Phase I rates to be implemented upon tie-in with the City have been revised to reflect available actual costs and revised estimates to complete. The revised Phase I and II costs reflect the additional costs of the new transfer pumping station mentioned above. Revised actual and estimated cost documentation is included as Exhibit G.

The Report also contains those increases necessary for the Company to recover current and projected operating expenses for services provided by the Utility and related parties, assuming such services are not contracted out to third parties.

Due to circumstances beyond Lindrick's control, management believes it is time to end all related party services and have the system operated and managed by third party contractors. Although Lindrick believes that related party services are priced below market prices and benefit its customers, these costs continue to be challenged by the Commission auditors and Staff. Lindrick has spent a prohibitive amount of time and energy defending such charges in what is now the second PSC proceeding. Lindrick's related parties are willing to discontinue providing these services, since they are being provided at less than current market costs (contracts have been in effect since the mid-1980s with no increases). Accordingly, this report contains the revenue increase necessary to eliminate related party services and contract out all operation and management of the Utility to third parties.

Lindrick Service Corporation
Wastewater Limited Proceeding
Revised Additional Revenue Requirements and Proposed
Increase to Existing Rates for City of New Port Richey
Purchased Wastewater & Collection System Improvements and
Additional Costs to Eliminate Related Party Contract Services

Line No.		
1	A. <u>Revised Phase I Increase</u>	
2	Total additional operating expense per 09/03/98 report	\$ 511,589
3	Add: Additional cost of purchased sewage from City of New Port Richey	
4	(Schedule No. 4)	6,692
5	Additional depreciation on actual and estimated costs, including	
6	transfer pumping facility required by the City of New Port Richey	
7	as an additional condition for interconnection (Schedule No. 5)	117,564
8	Additional taxes other than income (tangible property) on revised	
9	actual and estimated Phase I costs (Schedule No. 6)	32,043
10	Additional income taxes (Schedule No. 6)	51,867
11	Total revised Phase I operating expenses	<u>719,755</u>
12	Required rate of return per 09/03/98 report	106,201
13	Additional rate of return on actual and estimated Phase I costs (Schedule No. 7)	143,190
14	Revised rate of return required	<u>249,391</u>
15	Total revised additional expense and rate of return	969,146
16	Divide by Regulatory Assessment Fees (RAF) expansion factor	<u>0.955</u>
17	Total revised Phase I increased revenue requirement	<u>\$ 1,014,813</u>
18	Divide by annualized revenue per 09/03/98 report	<u>\$ 761,544</u>
19	Revised Phase I percentage increase in revenue	<u>133.26%</u>

Lindrick Service Corporation
Wastewater Limited Proceeding
Revised Additional Revenue Requirements and Proposed
Increase to Existing Rates for City of New Port Richey
Purchased Wastewater & Collection System Improvements and
Additional Costs to Eliminate Related Party Contract Services

Line No.		
1	B. <u>Final Increase (Completion of Phases I and II) if No Change in Related Party Services</u>	
2	Additional operating expenses and rate of return per 09/03/98 Report	\$ 978,667
3	Add: Additional cost of purchased sewage from City of New Port Richey	
4	(Schedule No. 4)	6,692
5	Additional O&M expenses (Schedule No. 9)	8,524
6	Additional depreciation on actual & estimated project costs (Schedule No. 5)	26,566
7	Additional property taxes on actual & estimated project costs (Schedule No. 6)	5,326
8	Additional income taxes (Schedule No. 6)	8,620
9	Additional rate of return on excess of actual & estimated project costs over	
10	initial estimate and master pump station (Schedule No. 7)	23,798
11	Estimated additional rate case expense related to second revised filing and	
12	additional extensive discovery by Staff (accounting \$10,000; legal \$3,000),	
13	assuming resolution through PAA	<u>13,000</u>
14	Additional amortization over four years	<u>3,250</u>
15	Total additional operating expense and rate of return	1,061,443
16	Divide by RAF expansion factor	<u>0.955</u>
17	Total revenue increase	<u>\$ 1,111,459</u>
18	Divide by annualized revenue per 09/03/98 report	<u>\$ 779,021</u>
19	Percentage increase in revenue	<u>142.67%</u>

Lindrick Service Corporation
Wastewater Limited Proceeding
Revised Additional Revenue Requirements and Proposed
Increase to Existing Rates for City of New Port Richey
Purchased Wastewater & Collection System Improvements and
Additional Costs to Eliminate Related Party Contract Services

Line No.		
1	C. <u>Final Increase (Completion of Phases 1 and 2) if All Related Party Expenses are</u>	
2	<u>Replaced with Contract Services from Third Parties</u>	
3	Additional operating expenses and rate of return per "B" above	\$ 1,061,443
4	Cost savings:	
5	1. Eliminate Borda Engineering accounting and administrative charges	(45,600)
6	2. Eliminate Borda Engineering services	(61,200)
7	3. Eliminate H2O billing charges	(16,800)
8	4. Eliminate transportation expenses	(10,181)
9	5. Eliminate employee pension & benefits	(10,384)
10	6. Eliminate salaries & wages - employees	(37,498)
11	7. Eliminate officer salary (Mountain)	(15,600)
12	8. Eliminate employee benefits - officer (Mountain)	(2,983)
13	9. Eliminate H2O operating & management charges	(21,120)
14	10. Eliminate rent	(3,785)
15	11. Eliminate all payroll taxes, except Borda	(2,881)
16	Total cost savings	(228,032)
17	Additional costs (Exhibit E):	
18	1. New on-site Utility Manager	34,219
19	2. Third party contract engineering for normal and recurring services	94,500
20	3. Third party contract accounting - all aspects, including fiduciary functions	60,011
21	4. Third party contract services for complete utility operation and maintenance, including billing	
22	This contract replaces all existing employees	154,284
23	Total additional operating costs	343,014
24	Total revised operating expenses and rate of return	1,176,425
25	Divide by RAF expansion factor	0.955
26	Total revenue increase required	\$ 1,231,859
27	Divide by annualized revenue per 09/03/98 report	\$ 779,021
28	Percentage increase in revenue	158.13%

Lindrick Service Corporation
Wastewater Limited Proceeding
Revised Schedule of Present and Proposed Rates

Line No.		Present Rates	Proposed Rates
1	<u>Revised Phase I Rates (133.26% increase)</u>		
2	<u>Residential</u>		
3	Base facility charges (all meter sizes)	\$ 10.76	\$ 25.10
4	Gallonge charge per 1,000 gallons		
5	(10M monthly maximum)	2.15	5.02
6	<u>General Service</u>		
7	Base facility charges:		
8	5/8 x 3/4"	10.76	25.10
9	1"	26.92	62.79
10	1 1/2"	53.78	125.45
11	2"	86.15	200.95
12	3"	172.30	401.91
13	4"	269.21	627.96
14	6"	538.40	1,255.87
15	8" (Compound)	861.04	2,008.46
16	8" (Turbine)	968.76	2,259.73
17	Gallonge charge per 1,000 gallons	2.15	5.02
18	<u>Final Increase Assuming No Change in Operations (142.67% increase)</u>		
19	<u>Residential</u>		
20	Base facility charges (all meter sizes)	10.76	26.11
21	Gallonge charge per 1,000 gallons		
22	(10M monthly maximum)	2.15	5.22
23	<u>General Service</u>		
24	Base facility charges:		
25	5/8 x 3/4"	10.76	26.11
26	1"	26.92	65.33
27	1 1/2"	53.78	130.51
28	2"	86.15	209.06
29	3"	172.30	418.12
30	4"	269.21	653.29
31	6"	538.40	1,306.54
32	8" (Compound)	861.04	2,089.49
33	8" (Turbine)	968.76	2,350.89
34	Gallonge charge per 1,000 gallons	2.15	5.22

Schedule No. 3
Page 1 of 2
Second Revised

Lindrick Service Corporation
Wastewater Limited Proceeding
Revised Schedule of Present and Proposed Rates

<u>Line No.</u>		<u>Present Rates</u>	<u>Proposed Rates</u>
1	<u>Final Increase Assuming Change in Operations (158.13% increase)</u>		
2	<u>Residential</u>		
3	Base facility charge (all meter sizes)	\$ 10.76	\$ 27.77
4	Gallorage charge per 1,000 gallons		
5	(10M monthly maximum)	2.15	5.55
6	<u>General Service</u>		
7	Base facility charges:		
8	5/8 x 3/4"	10.76	27.77
9	1"	26.92	69.49
10	1 1/2"	53.78	138.82
11	2"	86.15	222.38
12	3"	172.30	444.76
13	4"	269.21	694.91
14	6"	538.40	1,389.77
15	8" (Compound)	861.04	2,222.60
16	8" (Turbine)	968.76	2,500.66
17	Gallorage charge per 1,000 gallons	2.15	5.55

Lindrick Service Corporation
Wastewater Limited Proceeding
Additional Cost of Purchased Wastewater Treatment from City of New Port Richey

<u>Line No.</u>		
1	Total bulk rate per contract (Exhibit B, 09/03/98 report), per 1,000 gallons	\$ 2.85
2	New bulk rate established by City	<u>2.89</u>
3	Total increase per 1,000 gallons	0.04
4	Gallons to be treated (Schedule No. 5, 09/03/98 report)	<u>167,302</u>
5	Total increase in costs	<u>\$ 6,692</u>
6	Note: Notification of the cost increase from City of New Port Richey is enclosed as Exhibit F.	

Lindrick Service Corporation
Wastewater Limited Proceeding
Annual Depreciation Expense on Wastewater Collection System Improvements

Line No.	NARUC Account No.	Description	Actual & Estimated Cost (3)	Depreciation Rate (1)	Annual Depreciation Expense
1	<u>Phase 1</u>				
2	361	Collection sewers - gravity	\$ 1,680,256	8.33 %	\$ 139,965
3	361	Manholes	548,646	8.33	45,702
4	371	Pumping equipment	<u>542,146</u>	5.56 (2)	<u>30,143</u>
5		Total	<u>\$ 2,771,048</u>		215,810
6		Depreciation per 09/03/98 Report			<u>(98,246)</u>
7		Increase required			<u>\$ 117,564</u>
8	<u>Phase 2 (4)</u>				
9	361	Collection sewers - gravity	\$ 1,914,268	8.33 %	\$ 159,459
10	361	Manholes	622,231	8.33	51,832
11	371	Pumping equipment	<u>542,146</u>	5.56 (2)	<u>30,143</u>
12		Total project costs	<u>\$ 3,078,645</u>		241,434
13		Depreciation per 09/03/98 Report			<u>(214,868)</u>
14		Increase required			<u>\$ 26,566</u>
15	Notes: (1) The sections of the collection system scheduled for improvement were originally				
16	constructed in the late 1950's and 1960's and range in age of approximately 35 to 40 years.				
17	Thus, they are at the end of their useful lives. In addition, most sections were constructed of				
18	vitreous clay pipe.				
19	The Utility's consulting engineer believes that although the improvements will extend the				
20	useful life of the collection system, they cannot reasonably be expected to restore the system				
21	to new condition and service life. As a result, the engineer believes that the useful life of the				
22	improvements will be no more than 10 to 12 years. For purposes of this proceeding, a 12-year				
23	useful life has been used.				
24	(2) PSC guideline depreciable life has been used for the new pumping and transfer				
25	station.				
26	(3) See Schedule No. 8 and Exhibit G for detail of the actual and estimated cost of				
27	collection system improvements.				
28	(4) Phase I and Phase II costs per Schedule No. 8.				

Lindrick Service Corporation
Wastewater Limited Proceeding
Property Taxes & Income Taxes Related to Actual and Projected
Wastewater Collection System Improvements

Line No.		
1	<u>Phase I</u>	
2	A. <u>Property taxes</u>	
3	Estimated actual & projected cost of Phase I improvements (Schedule No. 8)	\$ 2,771,048
4	Accumulated depreciation (Schedule No. 5)	(215,810)
5	Net assessed book value	2,555,238
6	Pasco County millage rate	0.021841
7	Total property taxes	55,809
8	Property taxes per 09/03/98 Report	(23,766)
9	Increase required	<u>\$ 32,043</u>
10	B. <u>Income taxes</u>	
11	Net additional investment	\$ 2,555,238
12	Weighted cost of equity (1)	0.0586
13	Regulatory net income	149,737
14	State & federal income tax expansion factor	1.6033
15	Pre-tax regulatory income	240,073
16	Net regulatory income per above	(149,737)
17	Provision for income taxes	90,336
18	Income taxes per 09/03/98 Report	(38,469)
19	Increase required	<u>\$ 51,867</u>
20	<u>Phase II</u>	
21	A. <u>Property taxes</u>	
22	Estimated actual & projected cost of Phase I & II improvements (Schedule No. 8)	\$ 3,078,645
23	Accumulated depreciation (Schedule No. 5)	(241,434)
24	Additional net assessed book value	2,837,211
25	Pasco County millage rate	0.021841
26	Total property taxes	61,968
27	Property taxes per 09/03/98 Report	(56,642)
28	Increase required	<u>\$ 5,326</u>
29	B. <u>Income taxes</u>	
30	Net additional investment	\$ 2,837,211
31	Weighted cost of equity (1)	0.0586
32	Regulatory net increase	166,261
33	State and federal income tax expansion factor	1.6033
34	Pre-tax regulatory income	266,566
35	Net regulatory income per above	(166,261)
36	Provision for income taxes	100,305
37	Income taxes per 09/03/98 Report	(91,685)
38	Increase required	<u>\$ 8,620</u>
39	(1) Per Order No. PSC-97-1501-FOF-WS, issued 11/25/97.	

Lindrick Service Corporation
Wastewater Limited Proceeding
Summary of Actual & Engineer's Estimated Cost of Phase I and II
Collection System Improvements & Required Rate of Return

<u>Line No.</u>		
1	<u>Phase I</u>	
2	<u>Rate of return</u>	
3	Total actual and estimated cost (Schedule No. 8)	\$ 2,771,048
4	Less: One year's depreciation (Schedule No. 5)	<u>(215,810)</u>
5	Net additional investment	2,555,238
6	Rate of return (1)	<u>9.76%</u>
7	Total rate of return required	249,391
8	Rate of return per 09/03/98 Report	<u>(106,201)</u>
9	Increase required	<u>\$ 143,190</u>
10	<u>Phase II - Total Project</u>	
11	Total estimated cost (Schedule No. 8)	\$ 3,078,645
12	Less: One year's depreciation (Schedule No. 5)	<u>(241,434)</u>
13	Net additional investment	2,837,211
14	Rate of return (1)	<u>9.76%</u>
15	Total rate of return required	276,912
16	Rate of return per 09/03/98 Report	<u>(253,114)</u>
17	Increase required	<u>\$ 23,798</u>
18	(1) Per Order No. PSC-97-1501-FOF-WS, issued 11/25/97.	

Lindrick Service Corporation
Wastewater Limited Proceeding
Engineer's Estimated Cost of Wastewater Collection System Improvements
For Chloride Reduction Program

Line No.	NARUC Account No.	Description	Actual & Estimated Cost (1)	Engineering, Construction Mgmt. & Permitting (2)	Interest During Construction (3)	Contingency	Total Actual & Estimated Cost
1	<u>Phase I</u>						
2	361.2	Collection sewers - gravity					
3		Pressure clean, vacuum, televise					
4		& slipline or grout collection system	\$ 1,417,267	\$ 226,171	\$ 36,818		\$ 1,680,256
5	361.2	Manholes - Pressure clean, vacuum,					
6		seal & epoxy coat	462,760	73,862	12,024		548,646
7	371.2	Pumping equipment - new pumping &					
8		transfer station required before tie-in	455,190	75,132	11,824		542,146
9	Phase I costs		<u>\$ 2,335,217</u>	<u>\$ 375,165</u>	<u>\$ 60,666</u>		<u>\$ 2,771,048</u>
10	<u>Phase II</u>						
11	361.2	Collection sewers - gravity					
12		Pressure clean, vacuum, televise					
13		& slipline or grout collection system	\$ 159,000	\$ 27,541	\$ 29,973	\$ 17,498	\$ 234,012
14	361.2	Manholes - Pressure clean, vacuum,					
15		seal & epoxy coat	50,000	8,659	9,424	5,502	73,585
16	Total Phase II costs		<u>\$ 209,000</u>	<u>\$ 36,200</u>	<u>\$ 39,397</u>	<u>\$ 23,000</u>	<u>\$ 307,597</u>
17	Total Phase I & Phase II costs		<u>\$ 2,544,217</u>	<u>\$ 411,365</u>	<u>\$ 100,063</u>	<u>\$ 23,000</u>	<u>\$ 3,078,645</u>
18	Notes: (1) See Exhibit G for actual and engineer's revised estimate of costs. Actual costs are based on paid invoices through February 28, 1999.						
19	(2) Engineering and construction management are based on 10 percent and 5 percent of actual and engineer's estimated cost,						
20	respectively (H2O Utility Services and Geoscience). Twenty-five hundred dollars (\$2,500) of estimated permitting costs are included only in						
21	Account 371.2. Also included are miscellaneous engineering support services and bank inspection charges (Borda Engineering, Cumbe						
22	& Fair). See Exhibit G.						
23	(3) Interest during construction is based on actual interest charges paid to Republic Bank on the outstanding earned loan balance						
24	through February 28, 1999. Estimated interest is based on the projected outstanding loan balances each month and the actual bank interest rate.						
25	(4) Contingencies for Phase II are based on 10 percent of estimated construction costs, engineering, and construction management.						

Lindrick Service Corporation
Wastewater Limited Proceeding
Breakdown of H2O Invoices and Other Hard Costs to
NARUC Accounts Before Engineering & Interest During Construction

Line No.		Phase I		Phase II	Total
		Actual to 02/28/99	Projected to 05/31/99	Projected 06/01/99- 08/31/99	
1	<u>H2O Costs</u>				
2	Collection sewers - gravity	\$ 1,101,843	\$ 262,500	\$ 150,000	\$ 1,514,343
3	Manholes	375,260	87,500	50,000	512,760
4	Receiving wells				
5	Pumping equipment	85,190	370,000		455,190
6	Total	<u>\$ 1,562,293</u>	<u>\$ 720,000</u>	<u>\$ 200,000</u>	<u>\$ 2,482,293</u>
7	<u>H2O & Other Hard Costs</u>				
8	Collection sewers - gravity:				
9	H2O	\$ 1,101,843	\$ 262,500	\$ 150,000	\$ 1,514,343
10	Pelican Housing	32,895	11,500	6,000	50,395
11	Testing	2,418	3,200	3,000	8,618
12	Miscellaneous	2,911			2,911
13	Total before engineering	<u>1,140,067</u>	<u>277,200</u>	<u>159,000</u>	<u>1,576,267</u>
14	Manholes:				
15	H2O before engineering	<u>375,260</u>	<u>87,500</u>	<u>50,000</u>	<u>512,760</u>
16	Pumping equipment:				
17	H2O before engineering	<u>85,190</u>	<u>370,000</u>		<u>455,190</u>
18	Total actual to 02/28/99	<u>\$ 1,600,517</u>	<u>\$ 734,700</u>	<u>\$ 209,000</u>	<u>\$ 2,544,217</u>
19		<u>Summary</u>			
20	Phase I actual costs				\$ 1,600,517
21	Phase I estimated				<u>734,700</u>
22	Total Phase I costs				<u>\$ 2,335,217</u>
23	Estimated Phase II costs				<u>\$ 209,000</u>
24	Total project hard costs				<u>\$ 2,544,217</u>

Lindrick Service Corporation
Wastewater Limited Proceeding
Actual and Estimated Costs of Wastewater Collection System Improvements for
Chloride Reduction for Phases I and II

Phase I - Actual (1)	Service Month	H2O		Geoscience	Pelican Housing	Borda Engineers	Cumbey & Fair	Testing	Misc.	Subtotal	Interest During Construction (2)	Total
		Field	Engineering									
Draw #1	04-09/98	\$ 513,611.50	\$ 51,361.12			\$ 5,895.00		\$ 131.75	\$ 2,910.50	\$ 573,909.87		\$ 573,909.87
Draw #2	09-11/98			\$ 28,248.63	\$ 6,694.41					34,943.04		34,943.04
Draw #3	10/98	221,704.00	22,170.40	8,517.12				85.25		252,476.77	\$ 2,241.40	254,718.17
Draw #4	11/98	165,137.00	16,513.70	4,215.00		2,192.00		651.00		188,708.70	3,765.74	192,474.44
Draw #5	12/98	252,810.50	25,281.05	12,640.52	3,162.56	3,161.00	\$ 1,240.00	600.00		298,895.63	5,745.22	304,640.85
Draw #6	01/99	166,961.00	16,696.10	12,389.90	11,989.00	5,381.00		340.00		213,757.00	7,347.24	221,104.24
Draw #7 (pending)	02/99	242,068.51	24,206.85	12,103.43	11,048.60	3,449.00	805.00	610.00		294,291.39	7,942.79	302,234.18
Total Phase I - Actual		1,562,292.51	156,229.22	78,114.60	32,894.57	20,078.00	2,045.00	2,418.00	2,910.50	1,856,982.40	27,042.39	1,884,024.79
Phase I - Estimate to Complete												
Draw #8	03/99	\$ 240,000.00	\$ 24,000.00	\$ 12,000.00	\$ 5,000.00	\$ 3,000.00	\$ 400.00	\$ 1,000.00		285,400.00	9,948.00	295,348.00
Draw #9	04/99	260,000.00	26,000.00	13,000.00	3,500.00	2,000.00	400.00	1,200.00		306,100.00	11,276.00	317,376.00
Draw #10	05/99	220,000.00	22,000.00	11,000.00	3,000.00	2,000.00	400.00	1,000.00		259,400.00	12,400.00	271,800.00
Total Phase I - Estimated		720,000.00	72,000.00	36,000.00	11,500.00	7,000.00	1,200.00	3,200.00		850,900.00	33,624.00	884,524.00
Total Actual & Estimated Phase I Costs to Tie-in		\$ 2,282,292.51	\$ 228,229.22	\$ 114,114.60	\$ 44,394.57	\$ 27,078.00	\$ 3,245.00	\$ 5,618.00	\$ 2,910.50	\$ 2,707,882.40	\$ 60,666.39	\$ 2,768,548.79
Phase II - Estimated												
Draw #11	06/99	\$ 90,000.00	\$ 9,000.00	\$ 4,500.00	\$ 2,500.00	\$ 2,000.00	\$ 400.00	\$ 1,000.00		109,400.00	\$ 12,860.00	\$ 122,260.00
Draw #12	07/99	50,000.00	5,000.00	2,500.00	2,500.00	1,500.00	400.00	1,000.00		62,900.00	13,115.00	76,015.00
Draw #13	08/99	60,000.00	6,000.00	3,000.00	1,000.00	1,500.00	400.00	1,000.00		72,900.00	13,422.00	86,322.00
Total Phase II - Estimated		\$ 200,000.00	\$ 20,000.00	\$ 10,000.00	\$ 6,000.00	\$ 5,000.00	\$ 1,200.00	\$ 3,000.00		\$ 245,200.00	\$ 39,397.00	\$ 284,597.00
Total Actual & Estimated Project Costs		\$ 2,482,292.51	\$ 248,229.22	\$ 124,114.60	\$ 50,394.57	\$ 32,078.00	\$ 4,445.00	\$ 8,618.00	\$ 2,910.50	\$ 2,953,082.40	\$ 100,063.39	\$ 3,053,145.79

Notes: (1) Copies of actual invoices and estimated costs are included as Exhibit G.
(2) Actual and estimated charges by bank.

Lindrick Service Corporation
Limited Proceeding - Wastewater
Phase II Additional Operating Expenses for Services Provided By
Utility and Related Parties If Not Replaced by Third Party Contractors

Line No.		Total	Water	Sewer
1	A. <u>Salaries</u>			
2	Margaret Mountain - Secretary/Treasurer			
3	1997 test year salary	\$ 31,200	\$ 15,600	\$ 15,600
4	Proposed salary (1)	36,400	18,200	18,200
5	Proposed increase	5,200	2,600	2,600
6	Helen McNeil - Operations Manager			
7	1997 test year salary	22,800	11,400	11,400
8	Current salary (2)	27,040	13,520	13,520
9	Increase to actual	4,240	2,120	2,120
10	Brent Hopkins - Maintenance Supervisor			
11	1997 test year salary	16,900	8,450	8,450
12	Current salary (2)	18,700	9,350	9,350
13	Increase to actual	1,800	900	900
14	Total salary increases requested	11,240	5,620	5,620
15	B. <u>Accounting & Administrative Services (A&A)</u>			
16	Borda Engineering:			
17	Test year contract expense (3)	79,200	29,304	49,896
18	Current cost of providing A&A	91,200	45,600	45,600
19	Increase to recover current costs	12,000	16,296	(4,296)
20	C. <u>Engineering Support Services</u>			
21	Borda Engineering:			
22	Test year expense	50,511	5,140	45,371
23	Proposed expense after tie-in (4)	68,000	6,800	61,200
24	(Allocated on ratio of test year expense)	(100%)	(10%)	(90%)
25	Increase required	17,489	1,660	15,829
26	Less: Increase in 09/03/98 Report (\$45,371-\$54,000)	(8,629)		(8,629)
27	Net increase over 09/03/98 Report	8,860	1,660	7,200
28	Total increase required	\$ 32,100	\$ 23,576	\$ 8,524

Schedule No. 9
Page 1 of 2
Second Revised

Lindrick Service Corporation
Limited Proceeding - Wastewater
Phase II Additional Operating Expenses for Services Provided By
Utility and Related Parties If Not Replaced by Third Party Contractors

Line
No.

1 Notes: (1) Margaret Mountain is the Secretary/Treasurer/CEO of the Utility. Her duties and present salary
2 were fully described and documented in response to Staff's First Data Request on December 3, 1998.

3 Ms. Mountain's current salary has been in effect since 1987 -- 12 years without an increase. To
4 continue to retain her services, basic fairness dictates it is time for a raise. The Utility proposes an
5 increase equating to approximately 1.4% for each year since 1987.

6 (2) Salary increases for Helen McNeil and Brent Hopkins were documented and requested in
7 Lindrick's written response to the Audit Report dated September 24, 1998.

8 (3) All accounting and administrative services are contracted to Borda Engineering pursuant
9 to a contract dated December 27, 1993. A copy of the contract was provided in Exhibit 4 of the
10 Company's written response to the Audit Report dated September 24, 1998.

11 No increases to the monthly fee of \$6,600 have ever been made. At the same time, wages and
12 overhead costs have risen substantially since 1993. To continue to provide these services, Borda
13 Engineering proposes an increase to recover current costs, which equates to approximately 2.5%
14 for each year since 1987.

15 (4) Revised estimate of engineering support services once plant is off-line. The revision is
16 necessary to recognize the additional cost of continued chloride reduction and I&I efforts not
17 included in the original estimate. Additionally, the professional staff has received long overdue
18 salary increases. When compared to quotes for similar services from third parties, Borda
19 Engineering's fees to continue to provide routine services are materially and substantially lower.
20 The Company has furnished extensive documentation of Borda Engineering's costs on
21 December 3, 1998, January 20, 1999, and February 10, 1999.

Exhibit E

**Additional Costs for Operation of Utility on a Contract Basis to Eliminate
Related Party Services & Allocation between Water and Wastewater**

Lindrick Service Corporation
Allocation of Additional Third Party Costs for Operation on a Contractual Basis

	<u>Total</u>	<u>Water</u>	<u>Sewer</u>
Unrelated on-site Utility Manager Allocated equally	\$ 68,438 <u>(100%)</u>	\$ 34,219 <u>(50%)</u>	\$ 34,219 <u>(50%)</u>
Third party engineering Allocated on same ratio as test year expense (\$5,140 W; \$45,371 S)	105,000 <u>(100%)</u>	10,500 <u>(10%)</u>	94,500 <u>(90%)</u>
Third party accounting Allocated equally	120,022 <u>(100%)</u>	60,011 <u>(50%)</u>	60,011 <u>(50%)</u>
All operations & management Allocated based on adjusted O&M expense per audit (\$672,894 W; \$508,859 S)	358,800 <u>(100%)</u>	204,516 <u>(57%)</u>	154,284 <u>(43%)</u>
Total additional & allocated expenses	<u>\$ 652,260</u>	<u>\$ 309,246</u>	<u>\$ 343,014</u>



Landon, Moree & Associates, Inc.
Civil & Environmental Engineers
Planners-Surveyors

Palm Harbor, Florida 34684
Ph (813) 789-8010
Fax (813) 787-4384
lma@compuserve.com

Memo

March 26, 1999

To: Joe Borda, President / Lindrick Service Corporation

Via: Fax (727) 848-4868

From: John S. Landon, P.E.

LMA#: 008-15

RE: Proposal for Yearly Engineering Services

As per our conversation, we will provide hourly professional engineering services per the attached fee schedule as necessary to support the day to day operations for the above named utility located in Pasco County.

It is estimated that our fees will average approximately \$8,333 per month to cover the attached scope of services.

In addition, it is anticipated that additional engineering services will be required for additional chloride monitoring that was not included in the original scope of services.

This estimate does not include any unusual design requirements, which may be required by the utility.

We would be please to provide you with individual quotes for this type of work on a case by case basis.

Please note that the above fees do not include reimbursable expenses that are estimated to be \$5000 per year.

If you have any questions, please call me.



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

January 5, 1997

LINDRICK SERVICE CORPORATION ENGINEERING TASK CODES

Key hourly billings to appropriate task codes. --

<u>CODE</u>	<u>TASK</u>
E01	Daily Check: Reports/Lab Test Results/Operations.
E02	Daily Check: Repair Methodology Interface.
E03	Engr. Communications: Field/Subs/Home Office/DEP.
E04	Analyze Bids/Wk. Orders/Costs/Engr. Completeness.
E05	Maintain Tech. Reports/Engr. Records.
E06	Prepare/Review Reports & Agreements (City, County, DEP, EPA, Customers).
E07	WWTP: Analyze System Operation, Flows, Equipment, Air System, Biology/Chemistry (Influent/Effluent) vs. compliance with Permit Parameters.
E08	Wellfields: Review Monthly Reports for permit compliance, Corrosion Control Analysis, Testing, Repairs.
E09	Pumping Stations: Design/Sizing Pumps/Efficiency and Longevity.
E10	Water Distribution System: Hydraulic Analysis, Valving, Extent of Repairs.
E11	WWTP: Evaluation of Treatment Options, Prelim. Design of All System Components.
E12	Value Engineering: Overall Water and Wastewater System.
E13	Meeting Attendance.
E14	Field Inspection.

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Heberern, P.E., R.A. • Linda O. Miedwig, P.E.

LONDON, MOREE & ASSOCIATES, INC.

FEE SCHEDULE

EFFECTIVE January 1, 1997

Principal Engineer	\$120.00
Senior Engineer	\$100.00
Engineer V	\$90.00
Engineer IV	\$80.00
Engineer III	\$75.00
Engineer II	\$70.00
Engineer I	\$60.00
CAD Tech II	\$80.00
CAD Tech I	\$50.00
Draftsman	\$30.00
Survey Crew	\$75.00

Fieldwork/Tag

Cronin, Jackson, Nixon & Wilson

CERTIFIED PUBLIC ACCOUNTANTS, P.A.

JAMES L. CARLSTEDT, C.P.A.
JOHN H. CRONIN, JR., C.P.A.
ERIC M. DOAN, C.P.A.
ROBERT H. JACKSON, C.P.A.
ELIZABETH A. MAY, C.P.A.
BRENDA W. McBARRON, C.P.A.
ROBERT C. NIXON, C.P.A.
HOLLY M. TOWNER, C.P.A.
JOHN A. VANTREASE, C.P.A.
JAMES L. WILSON, C.P.A.

2560 GULF-TO-BAY BOULEVARD
SUITE 200
CLEARWATER, FLORIDA 33765-4419
(727) 791-4020
FACSIMILE
(727) 797-3602

February 9, 1999

Linda Miedwig, P.E.
Borda Engineers & Energy Consultants
Merchantville Train Station
10 East Chestnut Street
Merchantville, NJ 08109

BY FACSIMILE (609) 662-5342

Re: Lindrick Service Corporation - Estimated Annual Cost of Accounting Services

Dear Linda:

As requested, I have enclosed estimates of the annual cost of accounting services, assuming this function is contracted out to a third party such as my firm.

As you will note, I have enclosed two estimates. The first is without our firm providing fiduciary functions, which amounts to approximately \$47,000. On the other hand, if we perform fiduciary functions, our total estimated costs would be approximately \$120,000.

Please contact me if you have any questions, or if I can be of further assistance in this matter.

Very truly yours,

CRONIN, JACKSON, NIXON & WILSON



Robert C. Nixon

RCN/apf

Enclosures

cc: J. Borda (w/encl.)

Lindrick Service Corporation
Estimated Cost of Annual Accounting Services
Cronin, Jackson, Nixon & Wilson, CPA's

		<u>Annual Cost</u>
I. <u>Without Fiduciary Function (1)</u>		
A. <u>General Ledger Write-up Services</u>		
1. Initial set-up with NARUC Chart of Accounts		
Staff - 30 hours @ \$80	\$ 2,400	
Clerical - 8 hours @ \$35	280	
Partner review - 2 hours @ \$160	320	
Total to amortize over three years	<u>\$ 3,000</u>	\$ 1,000
2. Prepare monthly general ledger and financial statements		
Staff - 24 hours @ \$80	\$ 1,920	
Clerical - 6 hours @ \$35	210	
Partner review - 1 hour @ \$160	160	
Cost per month	<u>\$ 2,290</u>	27,480
3. Prepare quarterly payroll tax returns		
Clerical - 3 hours @ \$35	\$ 105	
Partner review - .5 hour @ \$160	80	
Cost per quarterly return	<u>\$ 185</u>	740
4. Prepare W-2s		
Clerical - 1.5 hours @ \$35	\$ 53	
Partner review - .5 hour @ \$160	80	
	<u>\$ 133</u>	133
5. Year-end accounting & adjusting entries, close G/L		
Staff - 30 hours @ \$80	\$ 2,400	
Partner review - 2 hours @ \$160	320	
	<u>\$ 2,720</u>	2,720
6. Prepare reviewed financial statements		
Staff - 60 hours @ \$80	\$ 4,800	
Clerical - 8 hours @ \$25	200	
Partner review - 8 hours @ \$160	1,280	
	<u>\$ 6,280</u>	6,280
7. Prepare federal & state income tax returns		
Staff - 24 hours @ \$80	\$ 1,920	
Manager review - 3 hours @ \$98	294	
Partner review - 1 hour @ \$160	160	
Clerical - 2 hours @ \$25	50	
	<u>\$ 2,424</u>	2,424

		<u>Annual Cost</u>
8. Initial tax depreciation set-up & basis reconciliation		
Staff - 20 hours @ \$80	\$ 1,600	
Clerical - 8 hours @ \$35	280	
Partner review - 1 hour @ \$160	160	
Total to amortize over three years	<u>\$ 2,040</u>	\$ 680
9. Prepare tangible property tax return		
Staff - 6 hours @ \$80	\$ 480	
Clerical - 1 hour @ \$25	25	
Partner review - 1 hour @ \$160	160	
	<u>\$ 665</u>	665
10. Prepare & review PSC Annual Report		
Staff - 24 hours @ \$80	\$ 1,920	
Clerical - 2 hours @ \$25	50	
Partner review - 4 hours @ \$160	640	
	<u>\$ 2,610</u>	2,610
11. Annual index/pass-through adjustments		
Staff - 6 hours @ \$80	\$ 480	
Clerical - 2 hours @ \$25	50	
Partner review - 1 hour @ \$160	160	
	<u>\$ 690</u>	690
12. Annual estimated out-of-pocket costs for telephone, copies, postage, Federal Express, and other @ \$150/month		<u>1,800</u>
		<u>\$ 47,222</u>

Note (1): Currently, Borda Engineering provides all accounting services, including preparing and maintaining the general ledger on a monthly basis. As such, the Company also provides the accounts payable function which includes paying all bills, coding the invoices and checks for recording into the general ledger, and controlling and maintaining cash. Additionally, customer and other receivables and the intercompany accounts are handled by Borda personnel.

The estimated costs quoted above do not include the accounts payable (including payroll) functions or cash, customer and other receivable functions. The Company would still require the accounting services of at least 1.5 to 2 persons to perform these functions and provide information to Cronin, Jackson, Nixon & Wilson for recording into the general ledger.

Lindrick Service Corporation
Estimated Cost of Annual Accounting Services
Cronin, Jackson, Nixon & Wilson, CPA's

		Annual Cost
II. <u>With Fiduciary Function</u>		
A. Total estimated cost, excluding fiduciary services		<u>\$ 47,222</u>
B. Fiduciary functions:		
1. Maintain & account for cash operating account, payroll, construction accounts, and temporary cash investments.		
2. Review & pay all bills, review for reasonableness and accordance with contracts or agreements.		
3. Code invoices and checks to correct general ledger accounts.		
4. Reconcile and document all cash deposits and transfers.		
5. Reconcile customer accounts receivable and post to general ledger.		
6. Post CWIP, pay construction draws, close CWIP to correct G/L account.		
7. Post and reverse payables to general ledger.		
We would conservatively estimate fees to perform these services as follows:		
Staff - 12 hours per week at \$80	\$ 49,920	
Clerical - 8 hours per week @ \$35	14,560	
Partner review - 1 hour per week @ \$160	<u>8,320</u>	
Total for 52 weeks	<u>\$ 72,800</u>	<u>72,800</u>
Total estimated accounting fees with fiduciary functions and responsibilities		<u>\$ 120,022</u>



To: BOB NIXON
From: J. BORDA

February 15, 1999

Mr. Joseph Borda, AIA, PE
Borda Engineers and Energy Consultants
Merchantville Train Station
10 East Chestnut Street
Merchantville, New Jersey 8109

RE: Lindrick Service Corp. Utility Operation and Management
Project Number 9805

Dear Mr. Borda:

I am writing to document our proposal to you to provide the following services relative to the Lindrick Service Corporation utility system operation and maintenance, as follows:

- 1) Provide operation and maintenance of the wastewater collection and transmission facilities, including all wastewater lift stations. This item does not include repairs of any of the above facilities. Any repairs would be billed on a time and materials basis, using currently prevailing rates.
- 2) Provide operation and maintenance of the wastewater treatment and disposal facility.
- 3) Provide operation and maintenance of all water supply wells and water treatment and storage facilities.
- 4) Provide operation and maintenance of the water distribution system.
- 5) Provide customer service, billing and collection services for the utility.
- 6) Provide overall system management.

H₂O Utility Services will provide all of the above listed services for a monthly fee of \$13.00 per combined water and sewer connection. Commercial connections will be counted in the above rates based upon the number of equivalent residential connections (ERC's) per commercial customer. Based on a current figure of 2,300 for total connections, this results in a total monthly fee of \$29,900.00.

I hope the above proposal provides you with a basis upon which to evaluate the cost of operation, maintenance and complete customer service for this utility. Upon your request, we will be happy to draw up a detailed proposal that will spell out each and every service included in the overall summary of services provided above.

If you have any questions or need anything further, please feel free to call on me at your convenience.

Very truly yours,

A handwritten signature in dark ink, appearing to read "GD", is written over a horizontal line.

Gary Deremer
President

GH:ej

P:\1998\9805\0215BORDA.DOC

Exhibit F

Rate Increase for Bulk Wastewater Treatment

MAR-11-99 15:54 FROM:

03/11/1999 14:43 10138161128

CITY OF NPR BILLING

PAGE 01

City of New Port Richey

'The Gateway To Tropical Florida'

5919 Main Street, New Port Richey, Florida 34652

March 11, 1999

Lindrick Service Corporation
Attn: Helen L. McNeil, Utilities Manager
P.O. Box 1176
New Port Richey, FL 34656-1176

Fax: (727) 848-4866

Mail: Certified Mail, Return Receipt Requested


SUBJECT: INCREASE IN BULK WASTEWATER TREATMENT RATE

Dear Ms. McNeil:

Pursuant to adoption of City of New Port Richey Ordinance No. 1483, the rate to be charged Lindrick Service Corporation for bulk wastewater treatment will be \$2.89 per 1000 gallons. This reflects an increase of 2.1% to the Operating Element of the Bulk Wastewater Rate referenced in Section III.B. of the Bulk Wastewater Treatment Agreement between the City of New Port Richey and Lindrick Service Corporation. The Operating Element of Bulk Wastewater Rate has gone from \$1.96 to \$2.00 per 1000 gallons. The Capital Recovery Element of the Bulk Wastewater Rate remains the same at \$0.89 per 1000 gallons.

If you have any questions concerning the above, please do not hesitate to call me at (727) 841-4500 ext 246.

Sincerely,



Richard C. Snyder
Finance Director

cc: Borda Engineers, Centre Chestnut Street, Merchantville Train Station,
Merchantville, NJ 08109

Gerald J. Seeber
Tom O'Neill

Post-It® Fax Note	7871	Date	3-11-99	# of pages	1
To	Bob Naxon	From	Helen		
Co./Dept.		Co.	Lindrick Service		
Phone #		Phone #	(727) 848-4866		
Fax #	797-3602	Fax #	(727) 848-4866		

Exhibit G

**Actual and Engineer's Revised Estimate of
Phase I & II Collection System Project Costs**

Actual Costs

Draw 1

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

TO (OWNER): Republic Bank

PROJECT: LSC Phase I Rehabilitation

APPLICATION NO: 1

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Lindrick Service Corp.

VIA (ARCHITECT): Borda Engineers & Energy Consultants

PERIOD TO: 9/30/98

ARCHITECT'S PROJECT NO: 9813

- ☐
☐

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 2,946,218.90
2. Net change by Change Orders	\$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 2,946,218.90
4. TOTAL COMPLETED & STORED TO DATE	\$ 620,438.56
(Column G on G703)	
5. RETAINAGE:	
a. ____ % of Completed Work	\$ 41,361.15
(Column D + E on G703)	
b. ____ % of Stored Material	\$ _____
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 41,361.15
6. TOTAL EARNED LESS RETAINAGE	\$ 579,077.41
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$ 55,465.90
8. CURRENT PAYMENT DUE	\$ 523,611.51
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 2,367,141.49
(Line 3 less Line 6)	

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public:
My Commission expires: _____

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FILENAME: C:\LSCI&I

LINORICK SERVICE CORPORATION
LOAN NUMBER: 4000067490

DRAW NO 1
DATE

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90			\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PHG) LOAN (85.55%)	\$1,869,152.00			\$1,869,152.00		\$372,250.35	\$372,250.35	\$1,496,901.65	41,361.15
BORROWER (14.45%)	\$315,726.00	\$315,726.00	\$100,000.00						
CONSTRUCTION MGMT (GME)	\$108,994.00			\$108,994.00			\$0.00	\$108,994.00	
CONSTRUCTION CONTINGENCY LOAN (39.2%)	\$175,959.10			\$175,959.10			\$0.00	\$175,959.10	
BORROWER (60.8%)	\$155,296.00	\$155,296.00							
ENGINEERING FEES LOAN (90%)	\$235,429.00			\$235,429.00		\$46,225.04	\$46,225.04	\$189,203.96	
BORROWER (10%)	\$26,156.00	\$26,156.00	\$5,136.12						
INSPECTION FEES	\$5,000.00			\$5,000.00			\$0.00	\$5,000.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00							
TOTALS	\$2,949,678.00	\$499,678.00	\$105,136.12	\$2,450,000.00	\$55,465.90	\$418,475.39	\$473,941.29	\$1,976,058.71	\$41,361.15

(1) Borrower paid \$ 105,136.12
Bank 473,941.29
Total \$ 579,077.41

(2) \$418,475.39
105,136.12
523,611.51
41,361.15 10% Retainage
564,972.66
5895.00 Borda Engineering Ad. by Linorick
\$ 570,867.66 Total



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #:

982847

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	08/31/98	08/31/98	Net 10	Linda Miedwig
Description	Rate of Units	Cost Per Unit	Amount	

Lindrick Wastewater Collection System Rehabilitation

Progress Billing: -

APRIL through JULY

APRIL

Labor per hour to locate manholes and cleanouts

163.50

56.00

9156.00

MAY

Labor per hour to locate manholes and cleanouts

66.500

56.00

3724.00

JUNE:

Hourly rate to clean and vac piping

81.500

120.00

9780.00

Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy

74.000

155.00

11470.00

Labor per hour to locate manholes and cleanouts

110.00

56.00

6160.00

JULY:

Hourly rate to clean and vac piping

197.50

120.00

23700.00



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982847

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	08/31/98	08/31/98	Net 10	Linda Miedwig
Quantity	Description	Unit Price	Cost Per Unit	Amount

Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy	508.50	155.00	78817.50
--	--------	--------	----------

Labor per hour to locate manholes and cleanouts	125.50	56.00	7028.00
--	--------	-------	---------

SUBTOTAL: \$149,835.50

LESS: Payment on Account

Pd. By Lindrick Sec Draw 1 -50000.00

INVOICE TOTAL \$ 99835.50

Please mail all payments to the address listed above.

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982848

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	09/30/98	09/30/98	Net 10	Linda Miedwig
Description	Est of Lines	Cost Per Unit	Amount	

Lindrick Wastewater Collect-
ion System Rehabilitation

Progress Billing:

AUGUST THRU SEPTEMBER:

AUGUST:

Video log of serv. laterals	18.000	200.00	3600.00
Hourly rate to clean and vac piping	175.00	120.00	21000.00
Hourly rate of TV inspection	166.50	110.00	18315.00
Hourly cost for pressure testing	45.000	135.00	6075.00
Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy	102.00	155.00	15810.00
Imported backfill material, truck measure	280.00	8.00	2240.00
Labor per hour to locate manholes and cleanouts	202.50	56.00	11340.00
Limerock excavation	320.00	40.00	12800.00
Replace any size pipe 12-18 ft deep - 10' Point repair 3842 Headsail Drive	1.000	22950.00	22950.00
Replace any size pipe 12-18 ft deep - 10' Point Repair 3842 Headsail Dr. (2nd Loc)	1.000	22950.00	22950.00
Replace any size pipe 12-18 ft deep - 10' Point repair 3848 Headsail Drive	1.000	22950.00	22950.00



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982848

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	09/30/98	09/30/98	Net 10	Linda Miedwig
Description	Qty of Units	Cost Per Unit	Amount	

Replace any size pipe 12-18 ft deep - 10' Point repair 3860 Headsail Drive	1.000	22950.00	22950.00
--	-------	----------	----------

SEPTEMBER:

Video log of serv. laterals	2.000	200.00	400.00
-----------------------------	-------	--------	--------

Hourly rate to clean and vac piping	119.00	120.00	14280.00
--	--------	--------	----------

Hourly rate of TV inspection	131.00	110.00	14410.00
------------------------------	--------	--------	----------

Hourly cost for pressure testing	58.000	135.00	7830.00
-------------------------------------	--------	--------	---------

Labor and equipment for chemical grouting of pipe	79.000	135.00	10665.00
--	--------	--------	----------

Chemical grout materials	210.00	8.00	1680.00
--------------------------	--------	------	---------

Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy	171.00	155.00	26505.00
--	--------	--------	----------

Imported backfill material, truck measure per cy	320.00	8.00	2560.00
---	--------	------	---------

Labor per hour to locate manholes and cleanouts	148.50	56.00	8316.00
--	--------	-------	---------

Limerock excavation per sf	160.00	40.00	6400.00
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Replace any size pipe 12-18 feet deep - 10' Point Repair 3820 Headsail Drive	1.000	22950.00	22950.00
--	-------	----------	----------

Replace any size pipe 12-18 feet deep - 10' Point Repair	1.000	22950.00	22950.00
---	-------	----------	----------



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #:

982848

Sold To:**Lindrick Services**

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	09/30/98	09/30/98	Net 10	Linda Miedwig
Description	Quantity of Units	Cost Per Unit	Amount	

Replace any size pipe 12-18

feet deep - 10' Point Repair

3810 Headsail Drive

Replace any size pipe 6-12

feet deep - 10' Point Repair

3000 Headsail Drive 3954

Replace any size pipe 6-12

feet deep - 20' Point Repair

3027 Headsail Drive 3944

SUBTOTAL: \$363,776.00

LESS: Payment Rec. on Acct.

-50000.00

INVOICE TOTAL**\$ 313776.00**

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982846

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	08/31/98	08/31/98	Net 11	Linda Miedwig
Description	Rate of Line	Cost Per Unit	Amount	

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$149,835.50

14983.55

INVOICE TOTAL

\$ 14983.55

Please mail all payments to the address listed above.

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982849

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	09/30/98	09/30/98	Net 10	Linda Miedwig
Description	Unit of Measure	Unit Cost Per Unit	Amount	

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$363,776.00

36377.60

INVOICE TOTAL

\$ 36377.60

Please mail all payments to the address listed above.

Thank You

CHECK NO. 00304 NAME BORDA ENGINEERING
CUSTOMER NUMBER

DATE 12/31/98

INV. DATE	INVOICE NO.	AMOUNT	DISCOUNT	AMOUNT PAID
8/03/98	080398	1,469.00	0.00	1,469.00
9/08/98	090898	1,488.00	0.00	1,488.00
10/05/98	100598	1,944.00	0.00	1,944.00
11/02/98	110298	1,024.00	0.00	1,024.00
TOTAL PAID				\$5,895.00

105 Construction Work in Progress \$5,895.00

LINDRICK SERVICE CORP.
P.O. BOX 1178
NEW PORT RICHEY, FL 34653-1178

REPUBLIC BANK
8331 U.S. HIGHWAY 19
PORT RICHEY, FL 34653

00-000
001-007

Check No. 003054

*Fifty-eight Hundred Ninety-five And 00/100 Dollars*****

Date 12/31/98 Amount \$5,895.00

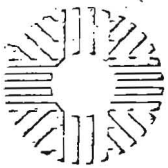
PAY
To The Order Of BORDA ENGINEERING
10 E. CHESTNUT ST.

MERCHANTVILLE, NJ 08109

NON-NEGOTIABLE

Authorized Signature

0003034P



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION DATE: 8/3/98
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176 CONTRACT RECEIVED: 6/26/98
ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813

DATE OF FIRST INVOICE: 8/3/98

DATE OF LAST INVOICE: N/A

COMPENSATION TYPE: HOURLY

(HOURLY, HOURLY WITH UPSET LIMIT, FIXED FEE, PERCENTAGE CONSTR. COST)

II. HOURLY COMPENSATION

MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)

N/A

HOURLY BILLING THIS MONTH

\$1,439.00

TOTAL AMOUNT PREVIOUSLY BILLED

-0-

TOTAL EARNED TO DATE

\$1,439.00

TOTAL PAID TO DATE

-0-

TOTAL HOURLY AMOUNT DUE THIS INVOICE

\$1,439.00

III. FEE:

TOTAL CONTRACT FEE

RETAINAGE (% OR NOT APPLICABLE)

COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)

LESS RETAINAGE (IF APPLICABLE)

LESS AMOUNT PAID

TOTAL FEE DUE THIS INVOICE

IV. REIMBURSABLES (1.25 x cost)

REIMBURSABLES THIS MONTH

TOTAL AMOUNT PREVIOUSLY BILLED

TOTAL REIMBURSABLES TO DATE

TOTAL PAID TO DATE

REIMBURSABLES DUE THIS INVOICE

Date Approval

Company Name LSC

Vendor # L350 G/L Acct. # 105

Inv. Amt. \$ 1439.00 Due Date 11/25

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberman, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY

HOURLY DUE

\$1,439.00

FEE DUE

REIMBURSABLES DUE

TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB	2 x \$125	=	\$ 250.00
LOM	11 x 2.75 x \$33.50	=	\$1,013.38
DK	4 x 2.75 x \$16.00	=	<u>\$ 176.00</u>
			\$1,439.38



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION DATE: 9/8/98
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176 CONTRACT RECEIVED: 6/26/98
ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813

DATE OF FIRST INVOICE: 8/3/98 DATE OF LAST INVOICE: 8/3/98

COMPENSATION TYPE: HOURLY
(HOURLY, HOURLY WITH UPSET LIMIT, FIXED FEE, PERCENTAGE CONSTR. COST)

II. HOURLY COMPENSATION
MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)
HOURLY BILLING THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL EARNED TO DATE
TOTAL PAID TO DATE
TOTAL HOURLY AMOUNT DUE THIS INVOICE

\$1,488.00
\$1,439.00
\$2,927.00
-0-
\$2,927.00

III. FEE:
TOTAL CONTRACT FEE
RETAINAGE (% OR NOT APPLICABLE)
COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)
LESS RETAINAGE (IF APPLICABLE)
LESS AMOUNT PAID
TOTAL FEE DUE THIS INVOICE

ENTERED

Date _____ Approval _____

IV. REIMBURSABLES (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Company Name LSC

Vendor # L850 G/L Acct. # 105

Inv. Amt. \$ 1488.00 Due Date 11/25

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E., Keith A. Haberman, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY
HOURLY DUE \$2,927.00
FEE DUE
REIMBURSABLES DUE
TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

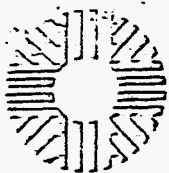
- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB 7 x \$125 = \$ 875.00
LOM 6 x 2.75 x \$33.50 = \$ 552.75
DLK 1.5 x 2.75 x \$16.00 = \$ 60.00
\$1,487.75

* BREAKDOWN OF FEE

	% OF TOTAL FEE	% COMPLETE	AMOUNT DUE
SCHEMATIC PHASE			
DESIGN DEVELOPMENT			
CONSTRUCTION DOCUMENTS			
BIDDING			
CONSTRUCTION PHASE			
TOTAL DUE			



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION DATE: 10/5/98
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176 CONTRACT RECEIVED: 6/26/98
ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813

DATE OF FIRST INVOICE: 8/3/98

DATE OF LAST INVOICE: 9/8/98

COMPENSATION TYPE: HOURLY

(HOURLY, HOURLY WITH UPSET LIMIT, FIXED FEE, PERCENTAGE CONSTR. COST)

II. HOURLY COMPENSATION

MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)

HOURLY BILLING THIS MONTH

\$1,944.00

TOTAL AMOUNT PREVIOUSLY BILLED

\$2,927.00

TOTAL EARNED TO DATE

\$4,871.00

TOTAL PAID TO DATE

-0-

TOTAL HOURLY AMOUNT DUE THIS INVOICE

\$4,871.00

III. FEE:

TOTAL CONTRACT FEE

RETAINAGE (% OR NOT APPLICABLE)

COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)

LESS RETAINAGE (IF APPLICABLE)

LESS AMOUNT PAID

TOTAL FEE DUE THIS INVOICE

IV. REIMBURSABLES (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Date

ENTERED

Approval

Company Name

LSC

Vendor #

1850

G/L Acct. #

105

Inv. Amt. \$

1944.00

Due Date

11/15

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberern, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY

HOURLY DUE

\$4,871.00

FEE DUE

REIMBURSABLES DUE

TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB 7 x \$125 = \$ 875.00
DK 6.5 x 2.75 x \$16.00 = \$ 286.00
LOM 8.5 x 2.75 x \$33.50 = \$ 783.06
\$1,944.06

* BREAKDOWN OF FEE

	% OF TOTAL FEE	% COMPLETE	AMOUNT DUE
--	----------------	------------	------------

SCHEMATIC PHASE			
DESIGN DEVELOPMENT			
CONSTRUCTION DOCUMENTS			
BIDDING			
CONSTRUCTION PHASE			
TOTAL DUE			



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION DATE: 11/2/98
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176 CONTRACT RECEIVED: 6/26/98
ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813
DATE OF FIRST INVOICE: 8/13/98 DATE OF LAST INVOICE: 10/5/98
COMPENSATION TYPE: HOURLY

II. HOURLY COMPENSATION
MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)
HOURLY BILLING THIS MONTH \$1,024.00
TOTAL AMOUNT PREVIOUSLY BILLED \$4,871.00
TOTAL EARNED TO DATE \$5,895.00
TOTAL PAID TO DATE -0-
TOTAL HOURLY AMOUNT DUE THIS INVOICE \$5,895.00

III. FEE:
TOTAL CONTRACT FEE
RETAINAGE (% OR NOT APPLICABLE)
COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)
LESS RETAINAGE (IF APPLICABLE)
LESS AMOUNT PAID
TOTAL FEE DUE THIS INVOICE

IV. REIMBURSABLES (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Date **ENTERED** Approval
Company Name LSC
Vendor # L850 G/L Acct. # 105
1024.00
Inv. Amt. \$ 5895.00 Due Date 11/2/98

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberman, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY
HOURLY DUE
FEE DUE
REIMBURSABLES DUE
TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB	6 x \$125	=	\$750.00
LOM	2.5 x 2.75 x \$33.50	=	\$230.31
DLK	1.0 x 2.75 x \$16.00	=	<u>\$ 44.00</u>
			\$274.31

* BREAKDOWN OF FEE

	% OF TOTAL FEE	% COMPLETE	AMOUNT DUE
SCHEMATIC PHASE			
DESIGN DEVELOPMENT			
CONSTRUCTION DOCUMENTS			
BIDDING			
CONSTRUCTION PHASE			
TOTAL DUE			



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982353

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	09/01/98	09/01/98	Net 10	Joe Borda
Description	of Units	Cost Per Unit	Amount	
8/3 - CBOD	1	10.00	10.00	
8/3 - TSS	1	3.00	3.00	
8/3 - Chloride	1	7.75	7.75	
8/4 - CBOD	1	10.00	10.00	
8/4 - TSS	1	3.00	3.00	
8/4 - Nitrate	1	7.75	7.75	
8/4 - Nitrite	1	12.00	12.00	
8/4 - Ammonia	1	11.75	11.75	
8/4 - TKN	1	12.00	12.00	
8/5 - Fecal Coliform	2	6.75	13.50	
8/5 - Copper	1	11.00	11.00	
8/5 - MLSS	2	4.50	9.00	
8/11 - CBOD	2	10.00	20.00	
8/10 - Ammonia	2	11.75	23.50	
8/10 - TSS	2	3.00	6.00	
8/11 - CBOD	1	10.00	10.00	
8/11 - TKN	1	12.00	12.00	
8/11 - TSS	1	3.00	3.00	
8/11 - Nitrate	1	7.75	7.75	
8/11 - Nitrite	1	12.00	12.00	
8/11 - Copper	1	11.00	11.00	
8/11 - Ammonia	1	11.75	11.75	
8/12 - Fecal Coliform	2	6.75	13.50	
8/12 - MLSS	2	4.50	9.00	
8/13 - Chlorides	16	7.75	124.00	
8/17 - TSS	1	3.00	3.00	
8/17 - Chloride	1	7.75	7.75	
8/17 - CBOD	1	10.00	10.00	



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982353

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	09/01/98	09/01/98	Net 10	Joe Borda
Description	# of Units	Cost Per Unit	Amount	
17 - Copper	1	11.00	11.00	
17 - Sludge Analysis	1	152.00	152.00	
19 - Total Coliforms	11	5.25	57.75	
18 - CBOD	1	10.00	10.00	
18 - TSS	1	3.00	3.00	
18 - Nitrate	1	7.75	7.75	
18 - Nitrite	1	12.00	12.00	
18 - Ammonia	1	11.75	11.75	
18 - TKN	1	12.00	12.00	
19 - Fecal Coliform	2	6.75	13.50	
19 - MLSS	2	4.50	9.00	
19 - Chloride	1	7.75	7.75	
19 - Sulfate	1	8.75	8.75	
19 - TDS	1	5.00	5.00	
21 - Fecal Coliforms	2	6.75	13.50	
24 - CBOD	1	10.00	10.00	
24 - TSS	1	3.00	3.00	
24 - Chloride	1	7.75	7.75	
25 - Chloride	1	7.75	7.75	
25 - TKN	1	12.00	12.00	
25 - CBOD	1	10.00	10.00	
25 - TSS	1	3.00	3.00	
25 - Nitrate	1	7.75	7.75	
25 - Nitrite	1	12.00	12.00	
25 - Ammonia	1	11.75	11.75	
26 - Fecal Coliform	2	6.75	13.50	
26 - MLSS	2	4.50	9.00	
27 - Chloride	1	7.75	7.75	



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982353

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	09/01/98	09/01/98	Net 10	Joe Borda
Description	# of Units	Cost Per Unit	Amount	
8/31 - Total Coliform	2	5.25	10.50	

INVOICE TOTAL

\$ 855.50

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 934-9150 Fax

Invoice

Invoice #: 981951

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Terms	Client Contact
LINDRICK	07/31/98	Net 10	Joe Borda
Description	# of Units	Cost Per Unit	Amount

Lindrick Wastewater Coll.
System Rehabilitation Proj.

Reimbursement for exhibits of collection system	1	810.00	810.00
Firm Principal/Registered Engineer	5.500	115.00	632.50
Clerical	2.500	28.00	70.00
Design/Project Engineer	4	70.00	280.00

Description of Work:

- 1) Coordination w/B. Nixon
& revision of estimates
- 2) Coordination w/FDEP on
progress and review of
project schedule.

INVOICE TOTAL \$ **1792.50**

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982272

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	08/31/98	08/31/98	Net 10	Joe Borda
Description	Units	Cost Per Unit	Amount	

Lindrick Wastewater Coll.
System Rehabilitation Proj.

Reimbursement for photo- graphs, film, processing.	1	42.00	42.00
Firm Principal/Registered Engineer	4	115.00	460.00
Clerical	3.250	28.00	91.00
Design/Project Engineer	7.500	70.00	525.00

Description of Work:

- 1) Field support for construction, review of chloride results.
- 2) Coordination w/FDEP on progress and review of project schedule.

INVOICE TOTAL

\$ 1118.00

Thank You

Draw 2

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

TO (OWNER): Republic Bank

PROJECT: LSC Phase I Rehabilitation

APPLICATION NO: 2

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 12/3/98

FROM (CONTRACTOR):

Lindrick Service Corp.

VIA (ARCHITECT):

Borda Engineers & Energy
Consultants

ARCHITECT'S

PROJECT NO: 9813

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 2,946,218.90
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 2,946,218.90
4. TOTAL COMPLETED & STORED TO DATE	\$ 655,381.56
(Column G on G703)	
5. RETAINAGE:	
a. ____ % of Completed Work \$ 42,030.59	
(Column D + E on G703)	
b. ____ % of Stored Material \$ _____	
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 42,030.59
6. TOTAL EARNED LESS RETAINAGE	\$ 613,350.97
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$ 579,677.41
8. CURRENT PAYMENT DUE	\$ 34,273.56
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 2,332,067.93
(Line 3 less Line 6)	

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public:
My Commission expires: _____

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

LINDRICK SERVICE CORPORATION
 LOAN NUMBER: 4000067498

DRAW NO
 DATE

2

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90			\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PHG); LOAN (85.55%) BORROWER (14.45%)	\$1,869,152.00 \$315,726.00	\$315,726.00	\$100,000.00	\$1,869,152.00	\$372,250.35	\$6,024.97	\$378,275.32	\$1,490,876.68	42,030.59
CONSTRUCTION HGMT (GNE)	\$108,994.00			\$108,994.00	\$0.00	\$20,248.63	\$28,248.63	\$80,745.37	
CONSTRUCTION CONTINGENCY; LOAN (39.2%) BORROWER (60.8%)	\$175,959.10 \$155,296.00	\$155,296.00		\$175,959.10	\$0.00		\$0.00	\$175,959.10	
ENGINEERING FEES LOAN (90%) BORROWER (10%)	\$235,429.00 \$26,156.00	\$26,156.00	\$5,136.12	\$235,429.00	\$46,225.04		\$46,225.04	\$189,203.96	
INSPECTION FEES	\$5,000.00			\$5,000.00	\$0.00		\$0.00	\$5,000.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00							
TOTALS	\$2,949,678.00	\$499,678.00	\$105,136.12	\$2,450,000.00	\$473,941.29	\$34,273.60	\$508,214.89	\$1,941,785.11	\$42,030.59

56

#2

INVOICE NO.: 05123
INVOICE DATE: 10/15/98

Lindrick Services
P.O. Box 1176
New Port Richey, FL 34656-1176



GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

PROJECT: Chloride Reduction Program Ph 1
JOB NO.: 98079C04

P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
H2O Inc, Invoices 982848 & 982849 September 1998 Services and engineering 5% of \$198,875.60	1	\$9,943.78	\$9,943.78

TOTAL INVOICE: \$ 9,943.78

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.

INVOICE NO.: 05111
INVOICE DATE: 09/30/98

Lindrick Services
P.O. Box 1176
New Port Richey, FL 34656-1176

GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

PROJECT: Chloride Reduction Program Ph 1&2
JOB NO.: 98079C02

P.O.#:

DESCRIPTION

UNITS

RATE

CHARGES

H2o Inc, Invoices 982847 & 982846
June and July 1998
Services and engineering
5% of \$150,651.05

1

\$7,532.55

\$7,532.55

TOTAL INVOICE: \$ 7,532.55

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.

INVOICE NO.: 05044
INVOICE DATE: 09/15/98



GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

Lindrick Services
P.O. Box 1176
New Port Richey, FL 34656-1176

PROJECT: Chloride Reduction Program Ph 1&2
JOB NO.: 98079C01

P.O.#:

DESCRIPTION

UNITS

RATE

CHARGES

H2O Inc, Invoices 982847 & 982846
April and May 1998
Services and engineering
5% of \$14,168.00

1

\$708.40

\$708.40

TOTAL INVOICE: \$ 708.40

Service charges of 1 1/2% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.



PELICAN HOUSING GROUP, LTD.

INVOICE

October 16, 1998

TO: Lindrick Service

P.O. Box 1176

New Port Richey, FL 34652

SERVICES: Driveway for H20

DESCRIPTION

3842 Headsail

3848 Headsail

3860 Headsail

4452 Floramar

OCT 22 1998

PAID BY CHECK

TOTAL AMOUNT DUE: \$ 3, 014.59

PAID BY CHECK
105
735.2

1732

3014.59

10/25

per Helen

4925 Cross Bayou Boulevard
P.O. Box 1176
New Port Richey, Florida 34656-1176
(813) 849-2266

**PELICAN HOUSING GROUP, LTD.**

TO: BMM 11/16/98
From Rick B. 2 pgs.

INVOICE

November 16, 1998

TO: Lindrick Service Corp.P.O. Box 1176New Port Richey, FL 34652

RECEIVED NOV 15 1998 TO: 14 even 11/16/98
RECEIVED NOV 16 1998

SERVICE: Driveway Replacement (I & I Project)LOCATION

3755 Floramar
3759 Floramar
3810 Headsail
3944 Headsail
3950 Headsail

TOTAL AMOUNT DUE: \$3,679.82**ENTERED**

Date _____ Approval _____

Company Name LSCVendor # 1730 G/L Acct. # 105Inv. Amt. \$ 3679.82 Due Date 12/1/98

4925 Cross Bayou Boulevard
P.O. Box 1176
New Port Richey, Florida 34656-1176
(813) 849-2266

Draw 3

LINDRICK SERVICE CORPORATION
 LOAN NUMBER: 4000067498

DRAW NO
 DATE

3

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90			\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PHG) LOAN (85.55%)	\$1,869,152.00			\$1,869,152.00	\$378,275.32	\$199,534.00	\$577,009.32	\$1,291,342.68	6420099
BORROWER (14.45%)	\$315,726.00	\$315,726.00	\$100,000.00						
CONSTRUCTION NGHT (GHE)	\$108,994.00			\$108,994.00	\$28,248.63	\$8,517.12	\$36,765.75	\$72,228.25	
CONSTRUCTION CONTINGENCY LOAN (39.2%)	\$175,959.10			\$175,959.10	\$0.00		\$0.00	\$175,959.10	
BORROWER (60.8%)	\$155,296.00	\$155,296.00							
ENGINEERING FEES LOAN (90%)	\$235,429.00			\$235,429.00	\$46,225.04	\$19,953.36	\$66,178.40	\$169,250.60	
BORROWER (10%)	\$26,156.00	\$26,156.00	\$7,353.16						
INSPECTION FEES	\$5,000.00			\$5,000.00	\$0.00		\$0.00	\$5,000.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00							
TOTALS	\$2,949,678.00	\$499,678.00	\$107,353.16	\$2,450,000.00	\$508,214.89	\$228,004.48	\$736,219.37	\$1,713,780.63	6420099

65



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982925

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	10/31/98	10/31/98	Net 10	Linda Miedwig
Description	Number of Units	Cost Per Unit	Amount	

Lindrick Wastewater Collection System Rehabilitation

Progress Billing:

OCTOBER:

Video log of serv. laterals	12.000	200.00	2400.00
Hourly rate to clean and vac piping	242.00	120.00	29040.00
Hourly rate of TV inspection	105.00	110.00	11550.00
Hourly cost for pressure testing	20.000	135.00	2700.00
Labor and equipment for chemical grouting of pipe	135.00	135.00	18225.00
Chemical grout materials	79.000	8.00	632.00
Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy	269.00	155.00	41695.00
Imported backfill material, truck measure	144.00	8.00	1152.00
Labor per hour to locate manholes and cleanouts	160.00	56.00	8960.00
Limerock excavation	160.00	40.00	6400.00
Replace any size pipe 6-12 feet deep - 20' Point Repair 3930 Headsail Drive	1.000	13950.00	13950.00
Replace any size pipe 6-12 feet deep - 10' Point Repair	1.000	13950.00	13950.00



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982925

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	10/31/98	10/31/98	Net 10	Linda Miedwig
Description	Quantity of Units	Cost Per Unit	Amount	

Replace any size pipe 6-12
feet deep - 10' Point Repair
3935 Floramar Drive

1.000 13950.00 13950.00

Replace any size pipe 6-12
feet deep - 10' Point Repair
3925 Floramar Drive

2.000 13950.00 27900.00

Replace any size pipe 6-12
feet deep - 20' Point Repair
3915 Floramar

Replace any size pipe 12-18
ft deep - 10' Point Repair
3854 Headsail Dr.

1.000 22950.00 22950.00

Replace any size pipe 0-6
feet deep - 10' Point Repair
5556 Bowline Bend

1.000 6250.00 6250.00

INVOICE TOTAL

\$ 221704.00

Please mail all payments to the address listed above.

Thank You



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982926

Sold To:

Lindrick Services

I/I Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	10/31/98	10/31/98	Net 10	Linda Miedwig
Description	of Units	Cost Per Unit	Amount	

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$221,704.00

22170.40

INVOICE TOTAL

\$ 22170.40

Please mail all payments to the address listed above.

Thank You

LINDRICK SERVICE CORPORATION

POST OFFICE BOX 1176

NEW PORT RICHEY, FLORIDA 34656-1176

(813) 849-2266

December 14, 1998

Republic Bank
28050 U.S. Highway 19 North
Clearwater, FL 33761

Attention: Frank Burke, Sr. V.P.

RE: Lindrick's I & I Rehab Program
Geoscience Construction Management Invoices

Dear Frank:

Per our discussion, we noticed an arithmetic error made by Geoscience for the above. Basically, Geoscience reviewed all of H₂O's bills and invoiced for 5%, including Engineering services. (i.e. per contract should be 5% construction costs only).

Therefore, below please find our calculation (for your review) which will correct the above inadvertent error.

	<u>Original Amount</u>	<u>Corrected Amount</u>	<u>Deviation</u>
Voucher #1	\$28,248.63	\$25,680.55	(\$2,568.08)
Voucher #2	\$12,193.72 (pending)	\$11,085.20	(\$1,108.52)
Totals			(\$3,676.60)

Geoscience's current Construction Management invoice for \$12,193.72 should therefore be reduced by \$3,676.60 to \$8,517.12.

If you have any questions, please contact me directly.

Very truly yours,


Joseph R. Borda, A.I.A., P.E.

JRB:dlk

cc: Geoscience & Materials Engineering, Inc.
Rocco Capabianco, President

P.S. Has P.J. Shaw inspected H₂O's work for approval of the current voucher for October?.

Post-it® Fax Note	7671	Date	12/14/98	# of pages	1
To	FRANK BURKE		From	JOSEPH BORDA	
Co. Dept.	REPUBLIC BANK		Co.		
Phone #			Phone #		
Fax #	(727) 797-6231		Fax #		

INVOICE NO.: 05204
INVOICE DATE: 11/30/98



GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

Lindrick Services
P.O. Box 1176
New Port Richey, FL 34656-1176

PROJECT: Chloride Reduction Program Ph 1
JOB NO.: 98079C05

P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
H2O Inc, Invoices 982925 & 982926 October 1998 Services and engineering 5% of \$243,874.40	1 <i>less Adj. page 1</i>	\$12,193.72	\$12,193.72 <i>(3676.60)</i> <u>\$ 8517.12</u>

TOTAL INVOICE: \$ 12,193.72

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6465 • (727) 938-9150 Fax

Invoice

Invoice #: 982606

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	10/10/98	10/10/98	Net 10	Linda Miedwig
Description	# of Units	Cost Per Unit	Amount	

9/1

Total Coliform	4	5.25	21.00
CBOD	2	10.00	20.00
TSS	2	3.00	6.00
MLSS	2	4.50	9.00
Fecal	2	6.75	13.50
Chloride	2	7.75	15.50

Copper	1	11.00	11.00
Total Coliform	2	5.25	10.50
Nitrate	1	7.75	7.75
Nitrite	1	7.75	7.75
TKN	1	12.00	12.00
Ammonia	1	11.75	11.75

9/9

CBOD	2	10.00	20.00
TSS	2	3.00	6.00
MLSS	2	4.50	9.00
Fecal	2	6.75	13.50
Chloride	2	7.75	15.50
Nitrate	1	7.75	7.75
Nitrite	1	7.75	7.75
Ammonia	1	11.75	11.75
TKN	1	12.00	12.00

9/14

CBOD	2	10.00	20.00
S	2	3.00	6.00



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982606

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	10/10/98	10/10/98	Net 10	Linda Miedwig
Description	of Units	Cost Per Unit	Amount	

Chloride	2 ✓	7.75	15.50
9/15			
CBOD	1	10.00	10.00
TSS	1	3.00	3.00
Chloride	1	7.75	7.75
9/18			
CBOD	1	10.00	10.00
TSS	1	3.00	3.00
Nrate	1	7.75	7.75
Fecal	1	6.75	6.75
MLSS	1	4.50	4.50
Ammonia	1	11.75	11.75
TKN	1	12.00	12.00
9/23			
CBOD	2	10.00	20.00
TSS	2	3.00	6.00
Nrate	1	7.75	7.75
Nrite	1	7.75	7.75
MLSS	2	4.50	9.00
Fecal	2	6.75	13.50
Chloride	1 ✓	7.75	7.75
Ammonia	1	11.75	11.75
TKN	1	12.00	12.00
Total Coliform	2	5.25	10.50
9/24			
Total Coliform	12	5.25	63.00
Chloride	1 ✓	7.75	7.75



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982606

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	10/10/98	10/10/98	Net 10	Linda Miedwig
Description	Number of Units	Cost Per Unit	Amount	
Sulfate	1	8.75	8.75	
TDS	1	5.00	5.00	
Nitrate	1	7.75	7.75	
9/28				
Total Coliform	2	5.25	10.50	
CBOD	1	10.00	10.00	
TSS	1	3.00	3.00	
Chloride	1	7.75	7.75	
9/29				
Total Coliform	2	5.25	10.50	
TKN	1	12.00	12.00	
CBOD	1	10.00	10.00	
TSS	1	3.00	3.00	
Nitrate	1	7.75	7.75	
Nitrite	1	7.75	7.75	
Ammonia	1	11.75	11.75	
9/30				
Total Coliform	6	5.25	31.50	
Chlorides	6	7.75	46.50	
Fecal	2	6.75	13.50	
MLSS	2	4.50	9.00	

INVOICE TOTAL \$ 759.75

Thank You

LOAN NUMBER	DUE DATE	INTEREST RATE
4000067498	11/28/98	8.750%
<input type="checkbox"/> Check if there is an address change on the reverse side.	Principal Amount Due	
	Interest Amount Due	3765.74
	Other Charges	
	Past Due	2241.40
	Total Amount Due	6007.14
	Additional Principal	
	Additional Escrow	
	Total Enclosed	

LINDRICK SERVICE CORPORATION AND
 GULF LANDINGS DEVELOPMENT CORP
 MERCHANTVILLE TRAIN STATION
 10 E CHESTNUT ST
 MERCHANTVILLE NJ 08109

066 4000067498 00000376574 00000224140 00000600714 720

Real Estate Loan
 Acct No 4000067498
 Beginning Balance 508214.89 Ending Balance 508214.89
 - - - - - Current Period Transactions - - - - -
 Eff Date Description Principal Interest Escrow Other

11/5 Settlement

11/6 55,465.20 closing costs

11/9 418,475.31

12/4 34,273.60

508,214.89

DEC 24 1998

BORDA ENGINEERS & ARCHITECTS, INC.

2241.40 due Nov 4/98

LSC pays

G/L # 105

I & I w/p

$$55,465.20 \times 8.75\% = 4853.27 \div 365 = 13.30 / \text{day}$$

$$418,475.31 \times 8.75\% = 36,616.40 \div 365 = 100.59 / \text{day}$$

$$11/6 - 11/4 = 3 \text{ days} \times 13.30 = 39.90$$

$$11/6 - 11/31 = 25 \text{ days} \times 112.62 = 2772.40$$

$$2,312.30$$

Date _____ Approval _____
 Company Name _____ LSC
 Vendor # _____ G/L Acct. # _____ 105

Inv. Amt. \$ 2 ENTERED

Loan Payment Coupon
 RETAIN THIS PART FOR YOUR RECORDS

Real Estate Loan
Acct No 4000067498

1/19/99

Branch 092

Beginning Balance 508214.89

Ending Balance

727182.02

Current Period Transactions

Eff Date	Description	Principal	Interest	Escrow	Other
12/23/98	PRINCIPAL ADVANCE	218967.13	.00	.00	.00
12/30/98	REGULAR PAYMENT	.00	2241.40	.00	.00
1/07/99	ASSESSED LATE CHG	.00	.00	.00	188.28

1/27/99 - Adv 179,047.39

12/23/98 = 365 / 44,466.40 = 8.75% * 508214.89 = 12/5/98
 52,443.30 * 365 / 19,159.00 = 8.75% * 218,967.13 = 12/23/98
 BORDA ENGINEERS & ENERGY CONSULTANTS

ENTERED

Date

Approval

Company Name

LSC

Vendor #

121

G/L Acct. #

105

Inv. Amt \$

5745.33

12/23 - 12/24/98 5 days * 52.44 = 262.45

12/24 - 12/27. 25 days * 121.72 = 3043.75

12/27 - 1/5/99 30 days * 174.32 = 5229.60

3045.75

871.60

Loan Payment Coupon

RETAIN THIS PART FOR YOUR RECORDS

00305

CHECK NO. 3050 NAME REPUBLIC BANK
CUSTOMER NUMBER

DATE 12/29/98

INV. DATE
11/28/98

INVOICE NO.
400006749811

AMOUNT
2,241.40

DISCOUNT
0.00

AMOUNT PAID
2,241.40

TOTAL PAID \$ **2,241.40

LN# 4000067498 I&I WIP

105 Construction Work in Progress

2,241.40

LIDACK SERVICE CORP.
P.O. BOX 1178
NEW PORT RICHEY, FL 34883-1178

REPUBLIC BANK
2007 U.S. HIGHWAY 18
PORT RICHEY, FL 34886

CS-008
GST-007

Check No.

003050

*Twenty-two Hundred Forty-one And 40/100 Dollars*****

Date
12/29/98

Amount
**2,241.40

PAY
To The
Order
Of

REPUBLIC BANK
P.O. BOX 33009

ST. PETERSBURG, FL 33733-8009

NON-NEGOTIABLE

Authorized Signature

003050P

Draw 4

LINDRICK SERVICE CORPORATION
 LOAN NUMBER: 4000067498

DRAW NO 4
 DATE

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90			\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PHG) LOAN (85.55%)	\$1,869,152.00			\$1,869,152.00	\$577,809.32	\$143,653.78	\$721,463.10	\$1,147,688.90	78320.46
BORROWER (14.45%)	\$315,726.00	\$315,726.00	\$104,969.52						2386.23
CONSTRUCTION MGMT (GME)	\$108,994.00			\$108,994.00	\$36,765.75	\$4,215.00	\$40,980.75	\$68,013.25	
CONSTRUCTION CONTINGENCY LOAN (39.2%)	\$175,959.10			\$175,959.10	\$0.00		\$0.00	\$175,959.10	
BORROWER (60.8%)	\$155,296.00	\$155,296.00							
ENGINEERING FEES LOAN (90%)	\$235,429.00			\$235,429.00	\$66,178.40	\$22,141.26	\$88,319.66	\$147,109.34	
BORROWER (10%)	\$26,156.00	\$26,156.00	\$9,813.30						
INSPECTION FEES	\$5,000.00			\$5,000.00	\$0.00		\$0.00	\$5,000.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00							
TOTALS	\$2,949,678.00	\$499,678.00	\$114,782.82	\$2,450,000.00	\$736,219.37	\$170,010.04	\$906,229.41	\$1,543,770.59	80714.69

DL



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Molokai, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983203

Sold To:**Lindrick Services**

W Account

P.O. Box 1176

New Port Richey, FL 34856-1176

INVOICE

Post-It* Fax Note	7671	Date	4/9	# of pages	1
To	BOB NIXON		From	LINDA MIEDWIG	
Co/Dept			Co.		
Phone #			Phone #		
Fax #	727-797-3602		Fax #		

LINDRICKII	11/30/98	11/30/98	Net 10	Linda Miedwig
------------	----------	----------	--------	---------------

Lindrick Wastewater Collection System Rehabilitation
Progress Billing:

NOVEMBER:

Video log of serv. laterals	8.000	200.00	1600.00
Hourly rate to clean and vac piping	233.00	120.00	27960.00
Hourly rate of TV inspection	58.000	110.00	6160.00
Hourly cost for pressure testing	21.000	135.00	2835.00
Labor and equipment for chemical grouting of pipe	244.00	135.00	27540.00
Chemical grout materials	217.50	8.00	1740.00
Pressure clean & vacuum int. seal leaks, coat w/coal tar epoxy	110.00	155.00	17050.00
Imported backfill material, truck measure	408.00	8.00	3264.00
Labor per hour to locate manholes and cleanouts	98.000	56.00	5488.00
Limerock excavation	80.000	40.00	3200.00
Replace any size pipe 6-12 feet deep - 10' Point Repair 3865 Headsail Drive	1.000	13950.00	13950.00
Replace any size pipe 6-12 feet deep - 10' Point Repair	1.000	13950.00	13850.00



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983203

Sold To:

Lindrick Services

WI Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	11/30/98	11/30/98	Net 10	Linda Miedwig
Description	Quantity	Unit Price	Amount	

Replace any size pipe 6-12
feet deep - 10' Point Repair
3858 Floramar Drive

1.000 13950.00 13950.00

Replace any size pipe 6-12
feet deep - 10' Point Repair
3955 Floramar Drive

1.000 13950.00 13950.00

Replace any size pipe 6-12
feet deep - 10' Point Repair
3945 Floramar Drive

1.000 6250.00 6250.00

Replace any size pipe 0-6
feet deep - 10'
5535 Bowline Bend

1.000 6250.00 6250.00

Replace any size pipe 0-6
feet deep - 10' Point Repair
3715 Floramar Drive

INVOICE TOTAL

\$ 165137.00

Please mail all payments to the address listed above.

Thank You



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983204

Sold To:

Lindrick Services

VI Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	11/30/98	11/30/98	Net 10	Linda Miedwig
Description	Units	Cost Per Unit	Amount	

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$165,137.00

16513.70

INVOICE TOTAL

\$ 16513.70

Please mail all payments to the address listed above.

Thank You

INVOICE NO. 05260
INVOICE DATE: 12/31/98

GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

00716
LINDRICK SERVICES
4925 CROSS BAYOU BLVD
NEW PORT RICHEY FL 34656

PROJECT: CHLORIDE REDUCTION PROGRAM
JOB NO.: 98079C03

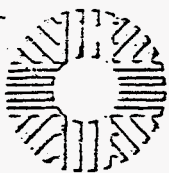
P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
12/01 THRU 12/31/98			
PRINCIPAL PROJECT MANAGER	10.0	100.00	1,000.00
PROJECT ENGINEER	42.0	70.00	2,940.00
OUT OF POCKET EXPENSES	1.0	275.00	275.00

Post-it Fax Note	7671	Date	1/4/99	# of pages	1
To	LINDA MEDINA	From	Rocco		
Co./Dept.		Co.			
Phone #		Phone #	CALL AFTER		
Fax #	609 662 5342	Fax #	GETTING		

TOTAL INVOICE: \$ 4,215.00

Service charges of 1% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION DATE: 12/1/98
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176 CONTRACT RECEIVED: 6/26/98

ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813

DATE OF FIRST INVOICE: 8/13/98 DATE OF LAST INVOICE: 11/2/98

COMPENSATION TYPE: HOURLY

II. HOURLY COMPENSATION
MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)
HOURLY BILLING THIS MONTH \$2,192.00
TOTAL AMOUNT PREVIOUSLY BILLED \$5,895.00
TOTAL EARNED TO DATE \$8,087.00
TOTAL PAID TO DATE -0-
TOTAL HOURLY AMOUNT DUE THIS INVOICE \$8,087.00

III. FEE:
TOTAL CONTRACT FEE
RETAINAGE (% OR NOT APPLICABLE)
COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)
LESS RETAINAGE (IF APPLICABLE)
LESS AMOUNT PAID
TOTAL FEE DUE THIS INVOICE

IV. REIMBURSABLES (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A., P.E. • Keith A. Haberm, P.E., R.A. • L. O. Miedwig, P.E.

V. OTHER

VI. SUMMARY

HOURLY DUE	\$8,087.00
FEE DUE	
REIMBURSABLES DUE	
TOTAL AMOUNT DUE THIS INVOICE	<u>\$8,087.00</u>

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB	11.5 x \$125	= \$1,437.50
LOM	7 x 2.75 x \$33.50	= \$ 644.88
DLK	2.5 x 2.75 x \$16.00	= <u>\$ 110.00</u>
		\$2,192.38

* BREAKDOWN OF FEE

	% OF TOTAL FEE	% COMPLETE	AMOUNT DUE
--	----------------	------------	------------

SCHEMATIC PHASE			
DESIGN DEVELOPMENT			
CONSTRUCTION DOCUMENTS			
BIDDING			
CONSTRUCTION PHASE			
TOTAL DUE			



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982772

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	11/03/98	11/03/98	Net 10	Linda Miedwig
Description	Units	Cost Per Unit	Amount	
10/6				
Copper	1	20.00	20.00	
10/7				
BOD	2	10.00	20.00	
TSS	2	3.00	6.00	
MLSS	2	4.50	9.00	
Fecal	2	6.75	13.50	
Chloride	1	7.75	7.75	
TKN	1	12.00	12.00	
Ammonia	1	11.75	11.75	
10/8				
Chloride	2	7.75	15.50	
10/9				
Chloride	1	7.75	7.75	
10/11				
Chloride	42	7.75	325.50	
10/13				
TKN	1	12.00	12.00	
Ammonia	1	11.75	11.75	
BOD	2	10.00	20.00	
TSS	2	3.00	6.00	
MLSS	2	4.50	9.00	
Fecal	2	6.75	13.50	
10/20				
Total Coliforms	4	5.25	21.00	
BOD	1	10.00	10.00	
TSS	1	3.00	3.00	



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982772

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	11/03/98	11/03/98	Net 10	Linda Miedwig
Description	Units	Cost Per Unit	Amount	
Chloride	1	7.75	7.75	
10/21				
Total Coliforms	4	5.25	21.00	
CBOD	1	10.00	10.00	
TSS	1	3.00	3.00	
Nitrate	1	7.75	7.75	
Nitrite	1	7.75	7.75	
Ammonia	1	11.75	11.75	
TKN	1	12.00	12.00	
Fecal	2	6.75	13.50	
MLSS	2	4.50	9.00	
10/26				
Total Coliforms	2	5.25	10.50	
10/27				
Chloride	24	7.75	186.00	
Nitrate	1	7.75	7.75	
Nitrite	1	7.75	7.75	
Ammonia	1	11.75	11.75	
TKN	1	12.00	12.00	
Fecal	1	6.75	6.75	
MLSS	1	4.50	4.50	
Sulfate	1	8.75	8.75	
DS	1	5.00	5.00	
Total Coliform	12	5.25	63.00	
3				
Chloride	18	7.75	139.50	



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 982772

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	11/03/98	11/03/98	Net 10	Linda Miedwig
Description	Quantity of Units	Cost Per Unit	Amount	

INVOICE TOTAL

\$ 1121.75

Thank You

LIMBACH SERVICE CORP.

003080

L121

CHECK NO. 3080 NAME REPUBLIC BANK
CUSTOMER NUMBER

DATE 1/15/99

INV. DATE	INVOICE NO.	AMOUNT	DISCOUNT	AMOUNT PAID
12/28/98	400006749812	3,765.74	0.00	3,765.74
TOTAL PAID \$				**3,765.74

105 Construction Work in Progress

3,765.74

LIMBACH SERVICE CORP.

P.O. BOX 1178
NEW PORT RICHEY, FL 34852-1178REPUBLIC BANK
3801 U.S. HIGHWAY 19
PORT RICHEY, FL 3486830-108
501-027

Check No.

003080

Thirty-seven Hundred Sixty-five And 74/100 Dollars***

Date

1/15/99

Amount

**3,765.74

PAY
To The
Order
ofREPUBLIC BANK
P.O. BOX 33009

ST. PETERSBURG, FL 33733-8009

NON-NEGOTIABLE

Authorized Signature

003080P

Draw 5

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

Distribution to:

□ ARCHITECT

☐ CONTRACTOR

17

1

ARCHITECT'S

CONTRACT DATE:

CONTRACT FOR: Phase I Rehabilitation

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,946,218.90

2. Net change by Change Orders \$ 2,946,218.80

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,940,218.90

4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,398,803.55

(Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work \$ 106,190.34

(Column D + E on G703)

b. ____ % of Stored Material

(Column F on G703)

Total Retainage (Line 5a + 5b or

Retainage (Line 5a + 5b of 7061-M-3, 10/1/14) (5722)	106,190.34
--	------------

Total in Column 1 of G-03)	\$ 1,292,615.21
LESS PAYEE RETAINAGE	

6. TOTAL EARNED LESS RETAINAGE \$ 1,292,615.21

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PREVIOUS CERTIFICATES FOR **\$ 1,021,011.79**

PAYMENT (Line 6 from prior Certificate)..... \$ 271,603.42

8. CURRENT PAYMENT DUE \$ 1,846,993.08

ANCE TO FINISH, PLUS RETAINAGE..... \$ 7,777.78

(Line 3 less Line 6)

State of: New Jersey

County of: Camden

Subscribed and sworn to before me this

14th day of Feb, 1971

Notary Public: William J. Malloy

WILLIAM J. MALLOY

My Commission expires:

Notary Public of New Jersey
My Commission Expires Jan. 29, 2001

AMOUNT CERTIFIED..... \$ _____

AMOUNT CERTIFIED.....
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

LINDRICK SERVICE CORPORATION
 LOAN NUMBER: 4000067498

DRAW NO
 DATE

5

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90			\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PUG) LOAN (85.55%) BORROWER (14.45%)	\$1,869,152.00 \$315,726.00	\$315,726.00	138,100.60	\$1,869,152.00	\$721,463.10	\$196,149.77	\$917,612.87	\$951,539.13	100,122.88 6067.46
CONSTRUCTION HIGHT (GHE)	\$108,994.00			\$108,994.00	\$40,980.75	\$12,640.52	\$53,621.27	\$55,372.73	
CONSTRUCTION CONTINGENCY LOAN (39.2%) BORROWER (60.8%)	\$175,959.10 \$155,296.00	\$155,296.00		\$175,959.10	\$0.00		\$0.00	\$175,959.10	
ENGINEERING FEES LOAN (90%) BORROWER (10%)	\$235,429.00 \$26,156.00	\$26,156.00	\$12,657.51	\$235,429.00	\$88,319.66	\$25,597.84	\$113,917.50	\$121,511.50	
INSPECTION FEES	\$5,000.00			\$5,000.00	\$0.00	\$1,240.00	\$1,240.00	\$3,760.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00							
TOTALS	\$2,949,678.00	\$499,678.00	150,758.11	\$2,450,000.00	\$906,229.41	\$235,628.13	\$1,141,857.54	\$1,308,142.46	106,190.39

26

GEOSCIENCE & MATERIALS ENGINEERS, INC.

MEMORANDUM

TO: Lindrick Services Corporation
4925 Cross Bayou Boulevard
New Port Richey, FL 34652

DATE: February 10, 1999

RE: Wastewater System Rehab
Gulf Harbors

FROM: George Butler

We reviewed H2O Utility Services, Inc. December invoices #1269 and 1274. Upon review of their log book, it is our opinion that the quantity of grout used should be 778 gallons instead of 842. We observed several of the manholes, shown on the invoice, that did not have the final coat of coal tar epoxy. We have adjusted the lineal footage to 224 feet instead of 272 feet.

Enclosed are copies of the invoices with our modifications. Should you have any questions, please let us know.

cc: P.J. Shah, P.E. - Cumbeys & Fair, Inc.



GEOSCIENCE & MATERIALS ENGINEERS, INC.

February 11, 1999

Mr. P.J. Shaw, P.E.
Cumbeys & Fair, Inc.
2463 Enterprise Road
Clearwater, FL 34623-1790

RE: Chloride Reduction Program

Dear Mr. Shaw:

We have reviewed H2O's invoices, #1289 and #1274, for December 1998, on the above referenced project. The invoices appear to be in compliance with the unit rates of the contract. The quantities have been revised by our firm due to observations made by our personnel at the site on the lineal feet noted. The revised totals are:

Invoice #1289	\$252,810.50
Invoice #1274	\$ 25,281.05

If you have any questions, please contact our office.

Respectfully Submitted,

Theresa M. Bailey, P.E.
Vice President

APR. 20.1999 1:11PM

BORDA ENGINEERS

NO.111 P.2/6



1817 U.S. Highway 19

Hollywood, Florida 34691

(727) 938-8463 • (727) 938-9150 Fax

Invoice

Invoice #: 1259

Sold To:

Lindrick Services

W/ Account

P.O. Box 1178

New Port Richey, FL 34556-1178

INVOICE

LINDRICKI	12/31/98	12/31/98	Net 10	Linda Miedwig
-----------	----------	----------	--------	---------------

Lindrick Wastewater Collection System Rehabilitation
Progress Billing:

DECEMBER

Video log of serv. laterals	23.000	200.00	4600.00
Hourly rate to clean and vac piping	241.00	120.00	28920.00
Hourly rate of TV inspection	82.500	110.00	8875.00
Hourly cost for pressure testing	25.500	135.00	3442.50
Labor and equipment for chemical grouting of pipe	277.00	135.00	3735.00
Chemical grout materials	778 642.00	8.00	6,224.00
Pressure clean & vacuum int. seal tests, coat w/coal tar epoxy - per LF	224 272.00	185.00	42185.00
Imported backfill material, truck measure	488.00	8.00	3904.00
Labor per hr. in locate manholes and cleanouts	142.80	55.00	7880.00
Limerock excavation	100.00	40.00	4000.00
Replace any size pipe 12-18 feet deep - 3758 Flaremar Drive - 20 Point Repair	2.000	22865.00	45800.00

512
7,440
7,952

Page 1 of 2

4.1999 1:12PM

BORDA ENGINEERS

NO. 111 P. 3/6



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Hollywood, Florida 33691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 1259

Sold To:

Lindrick Services

/I Account

P.O. Box 1178

New Port Richey, FL 34855-1178

INVOICE

LINDRICKI	12/31/98	12/31/99	Net 10	Linda Mischig

Replace any size pipe 12-18

feet deep - 37M Floramar

Drive - 20' point repair.

2.000

22950.00

45900.00

Replace any size pipe 12-18

feet deep - 10' Point

Repair - Floramar Drive

1.000

22950.00

22950.00

(Located between MH 206 &
MH 207. 1st of 3 repairs.)

INVOICE TOTAL

6 ~~306762.00~~
252,810.50

Please mail all payments to the address listed above.

Thank You

20. 1999 1:12PM BORDA ENGINEERS

NO. 111 P. 5/6

MEMO**PROJECT :** Lindrick Service Corp. Wastewater Collection System Rehab.**P.N. :** 0806**BY :** G. Jeffery Hines, P.E.

Filename: P:\1999\0806\1231EPO.XLS

Monitor: (Optional)

DATE : December 31, 1998**SUBJECT :** Tabulation of Manholes Cleaned, Vacuumed, Leaks Sealed, and coated with Coal Tar Epoxy**DECEMBER WORK:**

	MH	DEPTH		MH	DEPTH
1)	271-E	7.33 ft		135	4.75 ft
	271-F	6.42 ft		137	7.65 ft
	271-G	4.80 ft		138	3.25 ft
	20-6	8.33 ft		139	4.17 ft
	20-3	3.50 ft		140	3.75 ft
	20-2	10.08 ft		141	3.33 ft
	20-1	4.88 ft		142	3.50 ft
	238	12.25 ft		143	3.75 ft
	239	10.75 ft		144	3.00 ft
	240	10.00 ft		145	2.57 ft
	226	10.00 ft		145	2.57 ft
	227-A	6.83 ft		145	2.57 ft
	230	5.00 ft		145	2.57 ft
	18-6	4.90 ft		145	2.57 ft
	18-5	6.75 ft		145	2.57 ft
	18-4	6.75 ft		145	2.57 ft
	18-3	8.00 ft		145	2.57 ft
	18-2	8.50 ft		145	2.57 ft
	18-1	10.00 ft		145	2.57 ft
	25-2	8.50 ft		145	2.57 ft
	25-1	10.00 ft		145	2.57 ft
	707	5.33 ft		145	2.57 ft
	102	8.42 ft		145	2.57 ft
	103	6.17 ft		145	2.57 ft
	104	6.75 ft		145	2.57 ft
	105	4.42 ft		145	2.57 ft
	108	4.17 ft		145	2.57 ft
	304	6.00 ft		145	2.57 ft
	305	5.42 ft		145	2.57 ft
	306	5.25 ft		145	2.57 ft
	307	4.42 ft		145	2.57 ft
	132	6.25 ft		145	2.57 ft
	133	4.50 ft		145	2.57 ft
	134	3.98 ft		145	2.57 ft

272.15 ft
- 48.11
224.04

..28. 1998 1:12PM

BORDA ENGINEERS

NO. 111 P. 4/6



LINDRICK SERVICES, INC.

1817 U.S. Highway 19

Hollywood, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 1274

Sold To:

Lindrick Services

Atty Account

P.O. Box 1176

New Port Richey, FL 34654-1176

INVOICE

LINDRICK

12/31/88

12/31/88

Net 10

Linda Miedals

Lindrick Wastewater Collect.
System Renovation Proj.:Engineering Support at 10%
of Construction Cost of
\$260,762.25 - December
252,810.50~~26076.25~~**INVOICE TOTAL**

\$

~~26076.25~~

25,281.05

Please mail all payments to the address listed above.

Thank You

#5

INVOICE NO.: 05298
INVOICE DATE: 01/31/99



GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

Lindrick Services Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

PROJECT: Chloride Reduction Program
JOB NO.: 98079C07

P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
H2O Inc., Invoice 1289 December 1998 5% of \$252,810.50	1	\$12,640.52	\$12,640.52 ✓

TOTAL INVOICE: \$ 12,640.52

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.

**PELICAN HOUSING GROUP, LTD.****INVOICE**

February 1, 1999

To: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

Ref: INI Project

Service: Driveway - Concrete Replacement

Location: 4953 Blue Heron	\$685.67
5431 Bowling Bend	<u>\$530.89</u>

Total Amount Due: \$1,216.56

cc: Linda M.
Bill Malloy

Date FEB 11 1999 Approval LL

Company Name _____

Vendor # 2732 G/L Acct. # 105

Inv. Amt. \$ _____ Due Date _____

4925 Cross Bayou Boulevard
P.O. Box 1176
New Port Richey, Florida 34656-1176
(813) 849-2266

100

**PELICAN HOUSING GROUP, LTD.****INVOICE**

February 10, 1999

To: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL. 34656-1176

Ref: I & I Project

Service: Driveway - Concrete Replacement/ Restoration

Location: 4953 Blue Heron - Place and Pour 4" Concrete (Plus) Driveway 240sf @ \$ 3.50sf = \$ 840.00

5431 Bowling Bend - Place and Pour 4" Concrete (Plus) Driveway 316sf @ \$3.50sf = \$ 1,106.00

Total Amount Due \$ 1,946.00

4925 Cross Bayou Boulevard
P.O. Box 1176
New Port Richey, Florida 34656-1176
(813) 849-2266



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORP. DATE: 2/4/99
P.O. BOX 1176
NEW PORT RICHEY, FL 34656-1176
CONTRACT RECEIVED: 6/26/98
ATTN: HELEN MCNEIL

I. PROJECT NAME Phase I & II Rehabilitation YOUR JOB N° OUR JOB N° 9813

DATE OF FIRST INVOICE: 8/13/98 DATE OF LAST INVOICE: 12/1/98

COMPENSATION TYPE: HOURLY

II. HOURLY COMPENSATION
MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)

HOURLY BILLING THIS MONTH	\$ 3,161.00
TOTAL AMOUNT PREVIOUSLY BILLED	\$ 8,087.00
TOTAL EARNED TO DATE	\$11,248.00
TOTAL PAID TO DATE	\$ 8,087.00
TOTAL HOURLY AMOUNT DUE THIS INVOICE	\$ 3,161.00

III. FEE:

TOTAL CONTRACT FEE
RETAINAGE (% OR NOT APPLICABLE)
COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)
LESS RETAINAGE (IF APPLICABLE)
LESS AMOUNT PAID
TOTAL FEE DUE THIS INVOICE

ENTERED

Date _____ Approval _____

IV. REIMBURSABLES (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Company Name LSC
Vendor # 2850 G/L Acct. # 631.8 - 1530.50
Inv. Amt. \$ 3161.00 Due Date 2/25

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberm, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY

HOURLY DUE	
FEE DUE	\$3,161.00
REIMBURSABLES DUE	
TOTAL AMOUNT DUE THIS INVOICE	\$3,161.00

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING

JRB	9 x \$125	=	\$1,125.00
LOM	19 x 2.75 x \$33.50	=	\$1,750.38
DLK	6.5 x 2.75 x \$16.00	=	<u>\$ 286.00</u>
			\$3,161.38

* BREAKDOWN OF FEE

	% OF TOTAL FEE	% COMPLETE	AMOUNT DUE
SCHEMATIC PHASE			
DESIGN DEVELOPMENT			
CONSTRUCTION DOCUMENTS			
BIDDING			
CONSTRUCTION PHASE			
TOTAL DUE			

CUMBEY & FAIR INC.
CONSULTING CIVIL ENGINEERS

ENGINEERING • PLANNING • LAND SURVEYS

2483 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763/813/787-4882, 223-4333
(FEIN 59-1636137)

INVOICE

No 27407

IN ACCOUNT WITH

Republic Bank
28050 US Hwy. 19 North
Clearwater, FL 33761

ACCOUNT NO. 425B

DATE: Feb. 9, 1999

Attn: Frank Burke

FOR PROFESSIONAL SERVICES RENDERED THRU: 1/21/99

PROJECT NAME: Wastewater Collection System Rehab.
Lindrick Service Corp.
LOCATION: Pasco County, ~~FLORIDA~~ FLReview and verify contractor's
payment request for November 1998.Prof. Engineer - 1.5 hrs. @ \$80.00 = \$120.00
Observer (Engr.Tech.) - 3.0 hrs. @ \$50.00 = 150.00

\$270.00

TOTAL DUE THIS INVOICE \$270.00

Past Due: Invoice No. 27194, dated 12/15/98 - 620.00
Invoice No. 27333, dated 1/12/99 - 350.00

Total Now Due \$1240.00

Date _____ Approval _____

Company Name _____

Vendor # _____ G/L Acct. # _____

Inv. Amt. \$ _____ Due Date _____

c: Carolyn Mancuso (via fax: 384-0367)

THIS IS A PROFESSIONAL BILL AND IS DUE ON PRESENTATION
INTEREST AT THE RATE OF 1% PER MONTH WILL BE CHARGED BEGINNING 30 DAYS FROM INVOICE DATE

CUMBEY & FAIR INC.
CONSULTING CIVIL ENGINEERS


ENGINEERING • PLANNING • LAND SURVEYS

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763/813-797-8982, 223-4333
(FEIN 59-1636137)

INVOICE

No 27333

IN ACCOUNT WITH

 Republic Bank
 28050 US Hwy. 19 North
 Clearwater, FL 33761

ACCOUNT NO. 425B

DATE: Jan. 12, 1999

Attn: Frank Burke

FOR PROFESSIONAL SERVICES RENDERED THRU: 12/24/98

 PROJECT NAME: Wastewater Collection System Rehab.
 Lindrick Service Corp.
 LOCATION: Pasco County, Florida
Review and verify contractor's
payment request for October 1998.
 Prof. Engineer - 2.5 hrs. @ \$80.00 = \$200.00
 Observer - 3.0 hrs. @ \$50.00 = 150.00

\$350.00

TOTAL DUE THIS INVOICE \$350.00

LSC I + I

① draw # 5.

② Input in ALP

③ Also Input B.I.S. from
DRAW # 4④ Draw to type of P&W 1-3
do B.I.S. bill to LSC
 Date ENTERED
 Approval
Company Name LSCVendor # L846 G/L Acct. # 105 (LSC)Inv. Amt. \$ 350.00 Due Date 2/10
 THIS IS A PROFESSIONAL BILL AND IS DUE ON PRESENTATION
 INTEREST AT THE RATE OF 1% PER MONTH WILL BE CHARGED BEGINNING 30 DAYS FROM INVOICE DATE

CUMBEY & FAIR INC.
CONSULTING CIVIL ENGINEERS

ENGINEERING • PLANNING • LAND SURVEYS

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763/813/797-8982, 223-4333
(FEIN 59-1836137)

INVOICE

No 27194

IN ACCOUNT WITH

Republic Bank
28050 US Hwy. 19 North
Clearwater, FL 33761ACCOUNT NO. 425BDATE: Dec. 15, 1998

Attn: Frank Burke

FOR PROFESSIONAL SERVICES RENDERED THRU: 11/26/98

PROJECT NAME: Wastewater Collection System Rehab.
Lindrick Service Corp.
LOCATION: Pasco County, FloridaReview plans, contract prices, and
permitting requirements. Discuss with
H₂O and report to client.

Prof. Engineer - 5.5 hrs. @ \$80.00 = \$440.00

Review construction progress
and contractor's invoice.Prof. Engineer - 1.0 hr. @ \$80.00 = \$ 80.00
Observer - 2.0 hrs. @ \$50.00 = 100.00180.00

TOTAL DUE THIS INVOICE \$620.00

Date ENTERED Approval Company Name LSCVendor # L846 G/L Acct. # 105 (P+2)Inv. Amt. \$620.00 Due Date 2/10THIS IS A PROFESSIONAL BILL AND IS DUE ON PRESENTATION
INTEREST AT THE RATE OF 1% PER MONTH WILL BE CHARGED BEGINNING 30 DAYS FROM INVOICE DATE



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983150

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	12/04/98	12/04/98	Net 10	Linda Miedwig
Description	of Units	Cost Per Unit	Amount	

11/2				
Copper	1	11.00	11.00	
Total Coliform	3	7.50	22.50	
Chlorides	2	10.00	20.00	
11/11				
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal	2	12.00	24.00	
Chloride	1	10.00	10.00	
TKN	1	15.00	15.00	
Ammonia	1	13.00	13.00	
Chloride	1	10.00	10.00	
Sulfate	1	10.00	10.00	
TDS	1	10.00	10.00	
Nitrate/Nitrite	1	12.00	12.00	
11/3				
Chloride	4	10.00	40.00	
11/4				
11/5				
Chloride	4	10.00	40.00	
Chloride	3	10.00	30.00	
Total Coliforms	2	7.50	15.00	
11/6				
Chloride	4	10.00	40.00	
Total Coliforms	2	7.50	15.00	
11/23				



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983150

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	12/04/98	12/04/98	Net 10	Linda Miedwig
Description	# of Units	Cost Per Unit	Amount	
TKN	1	15.00	15.00	
Ammonia	1	13.00	13.00	
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal	2	12.00	24.00	
11/12				
Total Coliforms	4	5.25	21.00	
CBOD	1	10.00	10.00	
TSS	1	3.00	3.00	
Chloride	1	7.75	7.75	
11/12				
Chlorides	5	10.00	50.00	
Total Coliforms	10	7.50	75.00	
11/16				
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
Nitrate	1	10.00	10.00	
Nitrite	1	10.00	10.00	
Ammonia	1	13.00	13.00	
TKN	1	15.00	15.00	
Fecal	2	12.00	24.00	
Chloride	1	10.00	10.00	
MLSS	2	10.00	20.00	
Chloride	6	10.00	60.00	
11/17				
Chlorides	13	10.00	130.00	



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983150

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	12/04/98	12/04/98	Net 10	Linda Miedwig
Description	# of Units	Cost Per Unit	Amount	
11/20-21				
Total Coliforms	4	7.50	30.00	
11/18				
Total Coliform	4	7.50	30.00	
11/24				
Chloride	20	10.00	200.00	
11/25				
Sludge Analysis	1	152.00	152.00	

INVOICE TOTAL

\$ 1414.25

Thank You

CHECK NO. 3173 NAME REPUBLIC BANK
CUSTOMER NUMBER

DATE 3/23/99

INV. DATE	INVOICE NO.	AMOUNT	DISCOUNT	AMOUNT PAID
12/28/98	740000674961	5,745.22	0.00	5,745.22
TOTAL PAID \$				**5,745.22

LN# 4000067496 I&I WIP

105 Construction Work in Progress

5,745.22

LINDRICK SERVICE CORP.
P.O. BOX 1178
NEW PORT RICHEY, FL 34882-1178REPUBLIC BANK
8801 U.S. HIGHWAY 18
PORT RICHEY, FL 3488665-808
821-027

Check No.

003173

*Fifty-seven Hundred Forty-five And 32/100 Dollars*****

Date

2/23/99

Amount

5,745.22

PAY
To The
Order
OfREPUBLIC BANK
P.O. BOX 33009

ST. PETERSBURG, FL 33733-8009

NON-NEGOTIALE

Authorized Signature

003173

Draw 6

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): REPUBLIC BANK

PROJECT: PHASE I REHABILITATION

APPLICATION NO: 6

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 3/11/99

FROM (CONTRACTOR): LINDRICK SERVICE CORP.

VIA (ARCHITECT): BORDA ENGINEERS & ENERGY CONSULTANTS

ARCHITECT'S
PROJECT NO: 9813

CONTRACT FOR: PHASE I REHABILITATION

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,949,678.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,949,678.00
4. TOTAL COMPLETED & STORED TO DATE \$ 1,612,222.55
(Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work \$ 124,085.34
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)
- Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 124,085.34
6. TOTAL EARNED LESS RETAINAGE \$ 1,408,137.21
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 1,292,615.21
8. CURRENT PAYMENT DUE \$ 195,522.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 1,461,540.79
(Line 3 less Line 6)

State of: NEW JERSEY County of: CAMDEN
 Subscribed and sworn to before me this 12TH day of MARCH, 1999
 Notary Public: William J. Malloy
 My Commission expires: My Commission Expires Jan. 28, 2001

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 3/12/99

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

LINDRICK SERVICE CORPORATION
 LOAN NUMBER: 4000067498

DRAW NO 6
 DATE 11-Mar-99

LINE ITEM (HARD & SOFT COSTS)	SCHEDULED VALUE	BORROWER'S EQUITY	CURRENT BORROWER EQUITY	TOTAL BORROWER PAID	LOAN AMOUNT	PREVIOUSLY REQUESTED	CURRENT REQUEST	TOTAL TO DATE	REMAINING FUNDS	RETAINAGE
LOAN COSTS	\$55,465.90				\$55,465.90	\$55,465.90		\$55,465.90	\$0.00	
CONSTRUCTION (H2O & PHG) LOAN (85.55%)	\$1,869,152.00				\$1,869,152.00	\$917,612.87	\$137,782.55	\$1,055,395.42	\$813,756.58	\$115,432.06
BORROWER (14.45%)	\$315,726.00	\$315,726.00	23,272.45	\$161,373.05						\$8,653.29
CONSTRUCTION MGMT (GME)	\$108,994.00				\$108,994.00	\$53,621.27	\$12,389.90	\$66,011.17	\$42,982.83	
CONSTRUCTION CONTINGENCY LOAN (39.2%)	\$175,959.10				\$175,959.10	\$0.00		\$0.00	\$175,959.10	
BORROWER (60.8%)	\$155,296.00	\$155,296.00								
ENGINEERING FEES LOAN (90%)	\$235,429.00				\$235,429.00	\$113,917.50	\$19,869.39	\$133,786.89	\$101,642.11	
BORROWER (10%)	\$26,156.00	\$26,156.00	2,207.71	\$14,865.22						
INSPECTION FEES	\$5,000.00				\$5,000.00	\$1,240.00		\$1,240.00	\$3,760.00	
PERMITS (BORROWER)	\$2,500.00	\$2,500.00								
TOTALS	\$2,949,678.00	\$499,678.00	\$25,480.16	\$176,238.27	\$2,450,000.00	\$1,141,857.54	\$170,041.84	\$1,311,899.38	\$1,138,100.62	\$124,005.35

113



GEOSCIENCE & MATERIALS ENGINEERS, INC.

March 8, 1999

Linda Miedwig, P.E.
Borda Engineers
10 E. Chestnut Street
Merchantville, NJ 08109

Post-It® Fax Note	7671	Date	3-8-99	Page	1
To	LINDA Miedwig	From	Joe Troceno		
Co./Dept.	Borda Eng.	Co.	GME		
Phone #		Phone #			
Fax #	609-662-5342	Fax #			

RE: Lindrick Services Corp.
Gulf Harbors, New Port Richey, FL
Chloride Reduction Program, Phase I

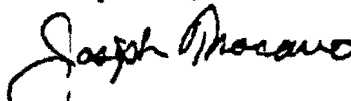
Dear Ms. Miedwig:

Pursuant to your faxed January 1999 Construction & Engineering bills from H2O Utilities Services for the above captioned project, we have reviewed the work and the invoice and found an error with the quantities of Chemical Grout used by H2O Util. For repairs of the lines.

- Invoice states that 481 gallons of grout used, log book has quantity of 542 gallons used.
- This difference, 61 gallons (this quantity was pumped on 1-14-99) will add \$488.00 to the invoice.
- Additionally, the original invoice was calculated wrong, the line item for Chemical Grout stated that 481 gal. @ \$8.00/gal = \$3888.00 and should have read \$3848.00 (off by \$40.00).
- The final invoice total should read \$166,761.00 for construction and 10% of that for engineering support or \$16,676.10.

If you have any questions, please contact our office at your convenience.

Respectfully,


Joseph Troceno
Project Coordinator



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Molokai, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983825

Sold To:

Lindrick Services

M Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

LINDRICKII	01/31/99	03/14/99	Net 10 Days	Linda Miedwig
------------	----------	----------	-------------	---------------

Lindrick Wastewater Collection
System Rehabilitation
Progress Billing:

JANUARY

Video log of serv. laterals	18.000	200.00	3600.00
Hourly rate to clean and vac piping	262.00	120.00	30240.00
Hourly rate of TV inspection	83.500	110.00	9185.00
Hourly cost for pressure testing	29.000	135.00	3915.00
Labor and equipment for chemical grouting of pipe	222.00	135.00	29970.00
Chemical grout materials	481.00 542.00	8.00	3858.00 4336.00
Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy - per LF	181.00	155.00	28055.00
Imported backfill material, truck measure	232.00	8.00	1856.00
Labor per hour to locate manholes and cleanouts	134.00	58.00	7604.00
Limerock excavation	60.000	40.00	2400.00



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 003825

Sold To:

Lindrick Services

VI Account

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

LINDRICK/I	01/31/99	03/14/99	Net 10 Days	Linda Miedwig
------------	----------	----------	-------------	---------------

Replace any size pipe 12-18

2.000

22950.00

45900.00

feet deep - Floramar Dr.

Betwn. MH206 & MH207

INVOICE TOTAL**\$ 45900.00**

\$ 166961.00

*Please mail all payments to the address listed above.***Thank You**



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Maitland, Florida 32851

(727) 938-6463 • (727) 938-9150 Fax

H2O UTILITY SERVICES

Invoice

Invoice #: 983826

Sold To:

Lindrick Services

W Account

P.O. Box 1176

New Port Richey, FL 34658-1176

INVOICE

LINDRICKI	01/31/89	03/14/89	Net 10 Days	Linda Miedwig
-----------	----------	----------	-------------	---------------

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$166,961.00 - January
166961.00

16631.30
166961.00

INVOICE TOTAL

\$ 16631.30
166961.00

Please mail all payments to the address listed above.

Thank You

INVOICE NO.: 05371
INVOICE DATE: 03/10/99

GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

Lindrick Services Corp.
P.O. Box 1176
New Port Richey, FL 34655-1176

PROJECT: Chloride Reduction Program Ph I
JOB NO.: 98079C07

P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
H2O Inc., Invoice 983825 January 1999 Services & engineering 5% of \$166313.00 \$166,961.00 \$	1	8348.05 8315.65	8348.05 8315.65
<i>Total in draw 6</i>		<i>\$ 8348.05</i>	
<i>November invoice</i>		<i>8256.85</i>	
<i>pd in draw 4</i>		<i>(4215.00)</i>	
<i>Additional to pay</i>		<i>4041.85</i>	
<i>Total</i>		<i>\$ 12,389.90</i>	

TOTAL INVOICE: \$

8348.05
~~8315.65~~

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

TELECOPIER COVER LETTER

DATE: 2/24/99
MESSAGE TO: Frank Burke
FIRM: Republic Bank
FAX NO: (727) 797-6231
FROM: Linda Miedwig
REFERENCE: Lindrick Service Draw Request
PROJECT NO: 9813
NO. OF PAGES: 9
(including this cover sheet)

MESSAGE/REMARKS:

Attached please find corrected G702 for Draw #5, Geoscience letters to Lindrick and P.J. Shaw approving amount of H₂O Invoices, copies of checks from Lindrick Service Corporation to Borda Engineers & Energy Consultants in amount of \$8,087 and copy of check for \$8,256.85 to GME. GME invoice included in Draw #4 was incorrect, however, payment issued was per Contract (5% of construction). We will correct discrepancy on next draw.

If you need anything else, please let me know.

If you do not receive all of the pages, please call our office immediately at (609) 662-5307

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberm, P.E., R.A. • Linda O. Miedwig, P.E.

INVOICE NO.: 05246
INVOICE DATE: 12/31/98

 GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

Lindrick Services Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

PROJECT: Chloride Reduction Program Ph 1
JOB NO.: 98079C06

P.O.#:

DESCRIPTION	UNITS	RATE	CHARGES
H2O Inc., Invoice 983203 November 1998 Services & engineering 5% of \$165,137.00 <i>11/11/98</i> <i>165,137</i> <i>Need to correct discrepancy in Draw #6.</i>	1	\$8256.85	\$8256.85
<i>Pd in Draw #4</i>			

TOTAL INVOICE: \$ 8256.85

Service charges of 18% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to fees for attorney, filing, postage, etc.

INVOICE NO. 05260
INVOICE DATE: 12/31/98

GEOSCIENCE & MATERIALS ENGINEERS, INC.
P.O. BOX 1689
OLDSMAR, FL 34677
PHONE: 813-855-6645

00716
LINDRICK SERVICES
4925 CROSS BAYOU BLVD
NEW PORT RICHEY FL 34655

PROJECT: CHLORIDE REDUCTION PROGRAM
JOB NO: 98079C03

P.O.#:

DESCRIPTION

12/01 THRU 12/31/98
PRINCIPAL PROJECT MANAGER
PROJECT ENGINEER
OUT OF POCKET EXPENSES

UNITS

RATE

CHARGES

10.0

100.00

1,000.00

42.0

70.00

2,940.00

1.0

275.00

275.00

Date _____ Approval _____
Company Name _____

Vendor # 776 GIL Acct. # 105
Inv. Amt. \$ 4215 Due Date _____

SUBMITTED FOR DRAW#4

OK to pay
Low.

TOTAL INVOICE: \$ 4,215.00

Service charges of 1% per annum, 1-1/2% monthly, are made on all accounts past due more than 30 days. A handling charge of \$10.00 per each billing period after 30 days is also added to the balance due. Any cost incurred by GME, Inc., in the collection of this account will be borne by the Client, including but not limited to attorney, filing, postage, etc.



PELICAN HOUSING GROUP, LTD.

INVOICE

February 26, 1999

To: Lindrick Service Corp.
PO. Box 1176
New Port Richey, FL. 34652

Ref.: I & I Project

Post-It Fax Note	7671	Date	2/26/99	# of pages	1
To	LINDA / BILL	From	Rich Baker		
Co./Dept	FOR SUBMITTAL	Co.	PHG		
Phone #	TO LINDA RICH SER	Phone #			
Fax #		Fax #			

I. Service: Driveway - Concrete Replacement/ Restoration

Location : 3625 Harbor View- Place and Pour 4" Concrete (Plus) Driveway 40sf @ \$3.50 = \$ 140.00
 4206 Ruddy Way - Place and Pour 4" Concrete (Plus) Driveway 140sf @ \$3.50 = \$ 490.00
 4007 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 1029sf @ \$3.50 = \$ 3,601.50
 3945 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 333sf @ \$3.50 = \$ 1,165.50
 3925 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 332sf @ \$3.50 = \$ 1,162.00
 3859 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 342sf @ \$3.50 = \$ 1,197.00
 3715 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 368sf @ \$3.50 = \$ 1,288.00
 3746 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 180sf @ \$3.50 = \$ 630.00
 3734 Floramar Dr. - Place and Pour 4" Concrete (Plus) Driveway 220sf @ \$3.50 = \$ 770.00

SUBTOTAL: \$ 10,444.00

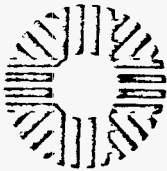
II. Service : Concrete Curb Replacement/ Restoration

Location : 3746 Floramar Dr. - 42 L.F @ \$15.00 = \$630.00
 3734 Floramar Dr. - 61 L.F @ \$15.00 = \$915.00

SUBTOTAL: \$1,545.00

TOTAL: \$ 11,989.00

4925 Cross Bayou Boulevard
P.O. Box 1176
New Port Richey, Florida 34656-1176
(813) 849-2266



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION
4925 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FLA. 34652

DATE: 3/8/99

CONTRACT RECEIVED: 6/26/98

ATTN: Helen McNeil

I. **PROJECT NAME** Phase I & II Rehabilitation **YOUR JOB _** **OUR JOB _ 9813**

COMPENSATION TYPE: HOURLY

(HOURLY, HOURLY WITH UPSET LIMIT, FIXED FEE, PERCENTAGE CONSTR. COST)

II. **HOURLY COMPENSATION** (See attached breakdown)

MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)

HOURLY BILLING THIS MONTH

\$ 5,381.00

TOTAL AMOUNT PREVIOUSLY BILLED

11,248.00

TOTAL EARNED TO DATE

\$16,629.00

TOTAL PAID TO DATE

11,248.00

TOTAL HOURLY AMOUNT DUE THIS INVOICE

\$ 5,381.00

III. **FEE:**

N/A

TOTAL CONTRACT FEE

RETAINAGE (% OR NOT APPLICABLE)

COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)

LESS RETAINAGE (IF APPLICABLE)

LESS AMOUNT PAID

TOTAL FEE DUE THIS INVOICE

IV. **REIMBURSABLES** (1.25 x cost)

REIMBURSABLES THIS MONTH

TOTAL AMOUNT PREVIOUSLY BILLED

TOTAL REIMBURSABLES TO DATE

TOTAL PAID TO DATE

REIMBURSABLES DUE THIS INVOICE

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Haberern, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY \$5,381.00
HOURLY DUE
FEE DUE
REIMBURSABLES DUE
TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

• BREAKDOWN OF HOURLY BILLING Hours for February 1999

BN	6.0 x 2.75 x 18.00	=	\$ 297.00
JRB	24 x 125		\$ 3,000.00
MH	12.0 x 18 x 2.75		\$ 154.00
DK	35 x 16 x 2.75		\$ 594.00
LOM	14.5 x 33.5 x 2.75		<u>1,335.81</u>
			\$5,380.81



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983381

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	01/04/99	01/04/99	Net 10	Linda Miedwig
Description	# of Units	Cost Per Unit	Amount	

12/2				
Copper	1	11.00	11.00	
Total Coliform	10	7.50	75.00	
Chlorides	14 ✓	10.00	140.00	
Sulfate	1	10.00	10.00	
TDS	1	10.00	10.00	
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal Coliforms	2	14.00	28.00	
Nitrate/Nitrite	1	12.00	12.00	
Ammonia	1	6.00	6.00	
TKN	1	15.00	15.00	
Chloride	1	10.00	10.00	
12/8				
Total Coliforms	2	7.50	15.00	
12/9				
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal	2	14.00	28.00	
Chloride	1 ✓	10.00	10.00	
TKN	1	15.00	15.00	
Ammonia	1	13.00	13.00	
Chloride	9 ✓	10.00	90.00	
Nitrate/Nitrite	1	12.00	12.00	
Total Coliforms	2	7.50	15.00	



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983381

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	01/04/99	01/04/99	Net 10	Linda Miedwig
Description	# of Units	Cost Per Unit	Amount	

12/15

Total Coliforms

2

7.50

15.00

12/16

Chloride

10 ✓

10.00

100.00

TKN

1

15.00

15.00

Ammonia

1

13.00

13.00

CBOD

2

13.00

26.00

TSS

2

6.00

12.00

MLSS

2

10.00

20.00

Fecal

2

12.00

24.00

Nitrate/Nitrite

1

12.00

12.00

Chloride

1

7.75

7.75

12/29

Total Coliforms

2

5.25

10.50

CBOD

2

10.00

20.00

TSS

2

3.00

6.00

Chloride

2

7.75

15.50

Nitrate

1

10.00

10.00

Nitrite

1

10.00

10.00

Ammonia

1

13.00

13.00

TKN

1

15.00

15.00

Fecal

2

14.00

28.00

MLSS

2

10.00

20.00

12/30

Total Coliforms

4

7.50

30.00



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983381

Sold To:

Lindrick Service Corp.

P.O. Box 1176

New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	01/04/99	01/04/99	Net 10	Linda Miedwig
Description	Quantity	Unit	Cost Per Unit	Amount

INVOICE TOTAL

\$ 1053.75

Thank You

003178

Date _____ Approval _____

Company Name _____

Vendor # 121 G/L Acct. # 105 # 4000067498Inv. Amt. \$ 5745.²² Due Date

ENTERED

Work in Progress - I & I
(Interest)

LYNDON SERVICE CORP.

P.O. BOX 1178
NEW PORT RICHEY, FL 34882-1178REPUBLIC BANK
8801 U.S. HIGHWAY 19
PORT RICHEY, FL 3488603-306
0871-027

Check No.

003178

Five thousand seven hundred forty five ²²/₁₀₀ xx2-24-99
Date5745 ²²/₁₀₀ xx
AmountPAY
To The
Order
Of

REPUBLIC BANK

NON-NEGOTIABLE

Authorized Signature

003178

Don't have

a copy of

1602.02

check

yet.

$$\begin{array}{r}
 \$5745.22 \\
 + 1602.02 \\
 \hline
 \$7347.24
 \end{array}$$

Draw 7

**GEOSCIENCE & MATERIALS ENGINEERS, INC.**

April 7, 1999

Lindrick Service Corporation
4925 Cross Bayou Boulevard
New Port Richey, Florida 34652

RE: Gulf Harbors Wastewater Rehab

Gentlemen;

We have reviewed the following February invoices from H2O:

<u>Invoice #</u>	<u>Item</u>	<u>Amount</u>	<u>Comment</u>
984092	Feb Rehab Work	\$113,148.50	Work appears completed as invoiced.
984093	Eng. Support	11,314.85	Engineer support for invoice 984092
984094	C.O. #1	48,103.01	Work appears completed as invoiced. Includes 10% Eng. Fee.
984095	Pump Station	95,838.75	Work appears completed as invoiced. Includes 12.5% Eng. Fee. instead of 10%. Price should be modified to a new total of \$93,709.00

In our opinion, the total dollar amount approved for February should be \$266,275.36.
Should you have any questions, please let us know.

Sincerely,

Theresa Bailey, P.E.
Vice-President

cc: P. J. Shah - Cumbeys & Fair



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984092

Sold To:

Lindrick Services
I/I Account
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICKII	02/28/99	04/2/99	Net 10 Days	Linda Miedwig
Description	Qty of Units	Cost Per Unit	Amount	

Lindrick Wastewater Collect-
ion System Rehabilitation
Progress Billing:
FEBRUARY

Video log of serv. laterals	19.500	200.00	3900.00
Burly rate to clean and exc piping	229.00	120.00	27480.00
Burly rate of TV inspection	79.250	110.00	8717.50
Burly cost for pressure testing	21.000	135.00	2835.00
Labor and equipment for chemical grouting of pipe	162.00	135.00	21870.00
Chemical grout materials	358.00	8.00	2864.00
Pressure clean & vacuum int, seal leaks, coat w/coal tar epoxy - per LF	262.00	155.00	40610.00
Labor per hour to locate manholes and cleanouts	87.000	56.00	4872.00

INVOICE TOTAL

\$ 113148.50

Please mail all payments to the address listed above.

Thank You



UTILITY SERVICE, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984094

Sold To:

Lindrick Services

/I Account

P.O. Box 1176

New Port Richey, FL 34855-1176

INVOICE

LINDRICK/I

02/28/99

04/2/99

Net 10 Days

Linda Miedwig

Lindrick Wastewater Collection System Rehabilitation
Additional Serv. Billing:

(3 Repairs in Roadway at
West end of Floramar)

Time Period Covered:
1/14/99 to 2/28/99:

Provide Loader w/Operator:	30	55.00	1650.00
Provide Hoe/Loader w/ Operator:	126	65.00	8190.00
Provide Track Hoe - 320 Cat w/Operator:	32	185.00	5280.00
Provide Dump Truck w/ Operator:	42	55.00	2310.00
Provide Trench Box per Use:	1	700.00	700.00
Provide Small Compactor per Day:	9	25.00	225.00
Provide Vibratory Roller w/Operator:	18	85.00	1530.00
Provide Addit. Clean Fill per Cubic Yard:	64	8.00	512.00
Provide Additional Limerock for Road Reconstruction per Square Yard:	80	22.00	1760.00
Asphalt Paving per Square Yard:	254	18.00	4572.00
Jet-Vactor Truck and Crew per Hour:	6	120.00	720.00



UTILITY SERVICES, INC.

1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984094

Sold To:

Lindrick Services

/I Account

P.O. Box 1178

New Port Richey, FL 34655-1178

INVOICE

UNDRICKI	02/28/99	04/2/99	Net 10 Days	Linda Miedwig
----------	----------	---------	-------------	---------------

General Labor:	230	32.00	7360.00
----------------	-----	-------	---------

Misc. Materials and Cleanup:	1	750.00	750.00
------------------------------	---	--------	--------

Traffic Control Labor on	216	32.00	6912.00
--------------------------	-----	-------	---------

Flonimar - 2 men x 12 hrs
per day x 9 days x \$32/hr.

Traffic Sign Rental - Lump	1	1258.01	1258.01
----------------------------	---	---------	---------

Sum:

CONSTRUCTION

SUBTOTAL: \$43,730.01

Engineering Support @ 10% of
Construction Subtotal:

BILL w/ OTHER
ENGR. SERVICES.

1	4373.00	4373.00
---	---------	---------

Description of Work

- 1) Remove 24" corr. metal storm drain culvert and catch basin so that repair to 8" sanitary sewer gravity main in roadway could be made.
- 2) Reinstalled 24" Corr. storm drain & construct new catch basin.
- 3) Reconstructed roadway in 3 locations including compacted subbase, base and asphalt to Pasco County standards.
- 4) Provide traffic control

UTILITY SERVICES INC.
1817 U.S. Highway 19

Hollywood, Florida 34691

(727) 938-6463 • (727) 938-9160 Fax

Invoice

Invoice #: 984094

Sold To:

Lindrick Services

MI Account

P.O. Box 1178

New Port Richey, FL 34658-1178

INVOICE

LINDRICKI

02/28/99

04/2/99

Net 10 Days

Linda Miedwig

- 4) Provide traffic control
as required by Pasco
County standards.

- 5) Sanitary Sewer repair
- billed on January 98
invoice.

INVOICE TOTAL\$ ~~48403.04~~

43730.01

*Please mail all payments to the address listed above.***Thank You**



UTILITY SERVICES, INC.
1817 U.S. Highway 19

Holiday, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984095

Sold To:

Lindrick Services

WI Account

P.O. Box 1178

New Port Richey, FL 34655-1178

INVOICE

LINDRICKI	02/28/99	04/2/99	Net 10 Days	Linda Miedwig
-----------	----------	---------	-------------	---------------

Lindrick Wastewater System

Interim Transfer Pump

Station Progress Billing:

FEBRUARY

Mobilization, Tank	1	15000.00	15000.00
Dewatering - 100% Complete			
Transfer Pumps (3) and	0.800	42600.00	25560.00
Controls - 80% Complete			
Positive Displacement	0.100	21300.00	2130.00
Blowers (3) and Controls -			
10% Complete			
Aeration System - 20%	0.200	21300.00	4260.00
Complete			
Stop Gates - 80% Complete	3.800	2000.00	7200.00
Coring and Concrete	0.200	6000.00	1000.00
Demolition - 20% Complete			
Fiberglass Tank Covers -	0.200	85200.00	17040.00
20% Complete			
Tank Repair and Coating -	0.300	15000.00	4500.00
30% Complete			
Bar Rack - 50% Complete	0.500	5000.00	2500.00
Electrical - 15% Complete	0.150	40000.00	6000.00

SUBTOTAL FOR

CONSTRUCTION: \$85,180.00

Engineering Support @ ~~12.5%~~ 10%
of Construction:

1

~~10648.75~~ -10648.75

(Bill w/ other Engr. Services)

Page 1 of 2



UTILITY SERVICES INC

1817 U.S. Highway 19

Hollywood, Florida 34691

(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984095

Sold To:

Lindrick Services

I/I Account

P.O. Box 1178

New Port Richey, FL 34855-1178

INVOICE

LINDRICKI	02/28/99	04/2/99	Net 10 Days	Linda Miedwig
-----------	----------	---------	-------------	---------------

INVOICE TOTAL

\$ 95538.75

\$ 85190.00

*Please mail all payments to the address listed above.***Thank You**



1817 U.S. Highway 19
Hollywood, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 984093

Sold To:

Lindrick Services
M Account
P.O. Box 1178
New Port Richey, FL 34855-1178

INVOICE

LINDRICKI	02/28/99	04/2/99	Net 10 Days	Linda Medwig

Lindrick Wastewater Collect.
System Rehabilitation Proj.:

Engineering Support at 10%
of Construction Cost of
\$113,148.50 - February

11314.85

INVOICE TOTAL

\$ 11314.85

Please mail all payments to the address listed above.

Thank You

Plus Engi. support at 10%
for Add'l work (Roadway
repairs)

\$ 43730.10 - 1/4 - 2/28

4373.00

8519.00

EAGE For Pump Station

24206.85

**BORDA ENGINEERS & ENERGY CONSULTANTS**

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

TELECOPIER COVER LETTER

DATE: 4/8/99
MESSAGE TO: Bob Nixon
FIRM: Cronin, Jackson, Nixon & Wilson
FAX NO.: (727) 797-3602
FROM: Linda Miedwig
REFERENCE: Lindrick Service Corporation-
Limited Rate Proceeding
PROJECT NO: 9804
NO. OF PAGES: 10
(including this cover sheet)

MESSAGE/REMARKS:

Bob, I got the inspection reports for Draw #7. Attached is a final revised summary of actual and projected costs and the revised (marked up) bills for H₂O which supersede those in your Federal Express package.

If you do not receive all of the pages, please call our office immediately at (609) 662-5307

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Hoberem, P.E., R.A. • Linda O. Miedwig, P.E.



LETTER OF TRANSMITTAL

TO : Mr. Robert Nixon
Cronin, Jackson, Nixon & Wilson
2560 Gulf-to-Bay Boulevard
Suite 200
Clearwater, Florida 33765-4411

DATE : April 6, 1999

FileName: P:\1998\9805\T048NIX.XLS

Identifier: (Optional)

PROJECT : Lindrick Service Corp. Wastewater Collection System Rehab.

PROJECT # : 9805

Please find enclosed the following items relative to the above referenced project;

- 1) One copy of a tabulation of actual and estimated costs for the above referenced project, per Joe Borda's request this date.

If I can be of any further assistance, please feel free to call on me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Jeffery Hines", is written over the typed name and title.

G. Jeffery Hines, P.E.
Vice President

GJH:jal
enclosures

PELICAN HOUSING GROUP, LTD.

4925 Cross Bayou Boulevard P.O. Box 1176 New Port Richey, FL 34656-1176

Phone: (727) 849-2266

Fax: (727) 848-4866

INVOICE

Date: April, 7, 1999

To: Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

Re: I & I Project

I. Fill Dirt & Lime Rock for Gulf Harbors Street Repair & Misc. Lot Grading Materials

P.A.W. Trucking, Inc.

Invoice: #13299	Gulf Harbors - Lime Rock	\$421.00
#13300	Gulf Harbors - Black Fill	\$104.63
#12680	Gulf Harbors - Black Fill	\$971.38
#12679	Gulf Harbors - Black Fill	\$110.93
#12680	Gulf Harbors - Black Fill	<u>\$977.94</u>

Total: \$2,585.88

II. Pipe Replacement

Pasco Pipe Supply

Invoice: #66128	4007, 3955, 3925, 3900, 3945, 3728 Floramar	\$20.51
#63801	Misc. Floramar	\$51.73
#63935	Misc. Floramar	<u>\$2,939.23</u>

Total: \$3,011.47

III. Asphalt Repair

<u>Mackote, Inc.</u>	Harborpointe	<u>\$562.50</u>
----------------------	--------------	-----------------

Total: \$562.50

IV. Sod Replacement

City Sod

Invoice:	#91869	3945, 3955 Floramar	\$132.50
	#91883	4007, 3835 Floramar	\$132.50
	#97502	3730, 3742, 3746, 3734 Floramar	\$555.00
	#91967	3865, 3715, 3825 Floramar	\$441.25
	#97781	4007, 3945, 3955, 3935 Floramar	\$837.50
	#91979	Misc. Floramar Locations	<u>\$830.00</u>

Total: \$2,928.75

V. Driveway - Concrete Replacement/Restoration

Keys Concrete	3915 Floramar Dr.	
Perrell Haynes	Place & Pour 4" (plus) Concrete	
	Driveway 560@ \$3.50	<u>\$1,960.00</u>

Total: \$1,960.00**TOTAL AMOUNT DUE: \$11,048.60**



BORDA ENGINEERS & ENERGY CONSULTANTS

Merchantville Train Station • 10 E. Chestnut Street
Merchantville, New Jersey 08109 • (609) 662-5307 • (609) 662-5342 (FAX)

BILL TO: LINDRICK SERVICE CORPORATION
4925 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FLA 34652

DATE: 4/5/99

CONTRACT RECEIVED: 6/26/98

ATTN: Helen McNeil

- I. **PROJECT NAME** Phase I & II Rehabilitation **YOUR JOB** _ **OUR JOB** _ 9813
Date of First Invoice: 8/13/98 **Date of Last Invoice:** 3/8/99
COMPENSATION TYPE: HOURLY
(HOURLY, HOURLY WITH UPSET LIMIT, FIXED FEE, PERCENTAGE CONSTR. COST)
- II. **HOURLY COMPENSATION** (See attached breakdown)
MAXIMUM BILLABLE AMOUNT (UPSET FIGURE)
HOURLY BILLING THIS MONTH \$ 3,449.00
TOTAL AMOUNT PREVIOUSLY BILLED \$16,629.00
TOTAL EARNED TO DATE \$20,078.00
TOTAL PAID TO DATE \$16,629.00
TOTAL HOURLY AMOUNT DUE THIS INVOICE \$ 3,449.00
- III. **FEE:** N/A
TOTAL CONTRACT FEE
RETAINAGE (% OR NOT APPLICABLE)
COMPLETED TO DATE (SEE BREAKDOWN ON NEXT PAGE)
LESS RETAINAGE (IF APPLICABLE)
LESS AMOUNT PAID
TOTAL FEE DUE THIS INVOICE
- IV. **REIMBURSABLES** (1.25 x cost)
REIMBURSABLES THIS MONTH
TOTAL AMOUNT PREVIOUSLY BILLED
TOTAL REIMBURSABLES TO DATE
TOTAL PAID TO DATE
REIMBURSABLES DUE THIS INVOICE

Florida Office • P.O. Box 1176 • New Port Richey, FL 34656-1176 • (813) 849-2266

Joseph R. Borda, A.I.A., P.E. • Keith A. Habernern, P.E., R.A. • Linda O. Miedwig, P.E.

V. OTHER

VI. SUMMARY \$5,381.00
HOURLY DUE
FEE DUE
REIMBURSABLES DUE
TOTAL AMOUNT DUE THIS INVOICE

VII. REMARKS

- i. INTEREST IS CHARGEABLE ON ALL MONIES 60 DAYS OR MORE PAST DUE.
- ii. IF BASIS OF FEE CHANGES, TOTAL FEE WILL BE ADJUSTED ACCORDINGLY.

* BREAKDOWN OF HOURLY BILLING Hours for March 1999

BN	1.0 x 2.75 x 18.00	=	\$ 49.50
JRB	16 x 125	=	\$2,000.00
DK	25 x 16 x 2.75	=	\$ 110.00
LOM	14 x 33.5 x 2.75	=	<u>\$1,289.75</u>
			\$3,449.25

CUMBEY & FAIR INC.
CONSULTING CIVIL ENGINEERS

ENGINEERING • PLANNING • LAND SURVEYS

2483 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763/813/797-8982, 223-4333
(FEIN 59-1836137)

APR 02 1999

INVOICE

No 27544

IN ACCOUNT WITH

Republic Bank
Construction Administration
P.O. Box 33008
St. Petersburg, FL 33733

ACCOUNT NO. 4258

DATE: March 31, 1999

Attn: Carolyn Mancuso

FOR PROFESSIONAL SERVICES RENDERED THRU: 3/18/99

PROJECT NAME: Wastewater Collection System Rehab.
Lindrick Service Corp.
LOCATION: Pasco County, FloridaReview and verify contractor's payment
request for January and February 1999
including request copy of final contract
from client.

Prof. Engineer	- 4.0 hrs. @ \$80.00 =	\$320.00
Observer (Engr.Tech.)	- 2.5 hrs. @ \$50.00 =	<u>125.00</u>

\$445.00

TOTAL DUE THIS INVOICE

\$445.00

Copy
hom
4-7-99

Pueser Assn

Date APR 7 5 1999 Approval LSC
 Company Name ~~REDACTED~~ PHS
 Vendor # N/A Est. Acct. # N/A
 Inv. Amt. \$ 445.00 Due Date PSAP

THIS IS A PROFESSIONAL BILL AND IS DUE ON PRESENTATION
INTEREST AT THE RATE OF 1% PER MONTH WILL BE CHARGED BEGINNING 30 DAYS FROM INVOICE DATE

144

1341

CHECK NO. 3240 NAME CUMBEY & FAIR, INC.
CUSTOMER NUMBER

DATE 3/17/99

INV. DATE	INVOICE NO.	AMOUNT	DISCOUNT	AMOUNT PAID
3/08/99	27466	360.00	0.00	360.00
TOTAL PAID \$				**360.00

LINDRICK SERVICE CORP.
P.O. BOX 1173
NEW PORT RICHEY, FL 34653-1173

REPUBLIC BANK
8601 U.S. HIGHWAY 19
PORT RICHEY, FL 34603

33-328
301-227

Check No.

003240

Three Hundred Sixty And 00/100 Dollars***

Date
3/17/99

Amount
**360.00

PAY
to The
Order
of

CUMBEY & FAIR, INC.
2460 ENTERPRISE ROAD
CLEARWATER, FL 33763

NON-NEGOTIABLE

Authorized Signature

0003240P

CUMBEY & FAIR INC.
CONSULTING CIVIL ENGINEERS

ENGINEERING -- PLANNING -- LAND SURVEYS

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763/813/787-1912, 225-4533

(FEIN 59-2426137)

INVOICE

No 27466

IN ACCOUNT WITH

Republic Bank -
Construction Administration
P.O. Box 33008
St. Petersburg, FL 33733

Attn: Carolyn Mancuso

ACCOUNT NO. 4258

DATE: March 5, 1999

FOR PROFESSIONAL SERVICES RENDERED THRU: 2/18/99

PROJECT NAME: Wastewater Collection System Rehab.
Lindrick Service Corp.
LOCATION: Pasco County, Florida

LSC + I + I

Review and verify contractor's payment
request for December, 1998.

Prof. Engineer	- 2.0 hrs. @ \$80.00 =	\$160.00
Observer (Engr.Tech.)	- 4.0 hrs. @ \$50.00 =	<u>200.00</u>

\$360.00

TOTAL DUE THIS INVOICE \$360.00

ENTERED

Date _____ Approval _____

Company Name LSCVendor # L846 G/L Acct. # 105Inv. Amt. \$ 360.00 Due Date 3/25



RECEIVED MAR 11 1999

March 10, 1999

Mr. Joseph Borda
P. O. Box 1176
New Port Richey, FL 34656

Dear Mr. Borda:

Re: Loan # 4000067498
Lindrick Service Corporation

Enclosed please find the invoice for your inspection in February. Please pay directly to Cumbeys & Fair Inc. in the amount of \$360.00

If you have any questions, please feel free to call me at 727-823-7300, x 4493.

Sincerely,

Carolyn Mancuso
Construction Administration

Enclosure

Feeguit



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-5463 • (727) 938-9150 Fax

Invoice

Invoice #: 983796

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	02/05/99	2/25/99	Net 10	Linda Miedwig
Description	of Units	Cost Per Unit	Amount	
1/6				
Copper	1	11.00	11.00	
Chlorides	2 ✓	10.00	20.00	
CBOD	1	13.00	13.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal Coliforms	2	14.00	28.00	
Ammonia	1	6.00	6.00	
TKN	1	15.00	15.00	
1/7				
Chloride	20 ✓	10.00	200.00	
1/13				
CBOD	2	13.00	26.00	
TSS	2	6.00	12.00	
MLSS	2	10.00	20.00	
Fecal	2	14.00	28.00	
Chloride	2	10.00	20.00	
TKN	1	15.00	15.00	
Ammonia	1	13.00	13.00	
Nitrate	1	12.00	12.00	
1/14				
Chloride	41 ✓	10.00	410.00	
Total Coliforms	1	7.50	7.50	
1/18				
Total Coliform	10	7.50	75.00	
Chloride	1	10.00	10.00	
TDS	1	10.00	10.00	
Sulfate	1	10.00	10.00	
1/20				



UTILITY SERVICES, INC.
1817 U.S. Highway 19
Holiday, Florida 34691
(727) 938-6463 • (727) 938-9150 Fax

Invoice

Invoice #: 983796

Sold To:

Lindrick Service Corp.
P.O. Box 1176
New Port Richey, FL 34656-1176

INVOICE

Customer ID	Invoice Date	Due Date	Terms	Client Contact
LINDRICK	02/05/99	2/25/99	Net 10	Linda Miedwig
Description	Quantity of Units	Cost Per Unit	Amount	

CBOD	2	13.00	26.00	
TSS	2	3.00	6.00	
Chloride	2	7.75	15.50	
Nitrate	1	10.00	10.00	
Nitrite	1	10.00	10.00	
Ammonia	1	13.00	13.00	
TKN	1	15.00	15.00	
Fecal	2	14.00	28.00	
MLSS	2	10.00	20.00	
1/27				
CBOD	2	15.00	30.00	
TSS	2	6.00	12.00	
Nitrate	1	10.00	10.00	
MLSS	2	10.00	20.00	
Fecal Coliform	2	14.00	28.00	
Ammonia	1	13.00	13.00	
Chloride	1	10.00	10.00	
TKN	1	15.00	15.00	

INVOICE TOTAL \$ 1275.00

Thank You



Loan Payment Coupon

LOAN NUMBER 4000067498	DUE DATE 2/28/99	INTEREST RATE 8.750%
<input type="checkbox"/> Check if there is an address change on the reverse side.		Principal Amount Due
		Interest Amount Due 7942.79
		Other Charges 80.10
		Past Due 1602.02
		Total Amount Due 9624.91
		Additional Principal
		Additional Escrow
		Total Enclosed

LINDRICK SERVICE CORPORATION AND
GULF LANDINGS DEVELOPMENT CORP
MERCHANTVILLE TRAIN STATION
10 E CHESTNUT ST
MERCHANTVILLE NJ 08109

066 4000067498 00000774279 00000168212 00000962491 720

MAR 2 2 1999

BORDA ENGINEERS

Real Estate Loan
Acct No 4000067498
Beginning Balance 906229.41 Ending Balance 1141857.54
----- Current Period Transactions -----
Eff Date Description Principal Interest Escrow Other
2/25/99 PRINCIPAL ADVANCE 235628.13 .00 .00 .00
2/25/99 REGULAR PAYMENT .00 5745.22 .00 .00
2/26/99 REGULAR PAYMENT .00 5269.68 .00 475.54
3/10/99 ASSESSED LATE CHG .00 .00 .00 80.10



GIL #105

Date ENTERED Approval
Company Name LSC
Vendor # L121 G/L Acct. # 105
Inv. Amt. \$ 7942.79 Due Date 3/25

Loan Payment Coupon
RETAIN THE PART FOR YOUR RECORDS

Engineer's Actual and Estimated Costs

MEMO

PROJECT : Lindrick Service Corp. Wastewater Collection System Rehab.

P.N. : 9805

BY : G. Jeffery Hines, P.E.

FileName: P:\1998\9805\W0228#1R.XLS
Identifier: (Optional)

DATE : February 28, 1999

SUBJECT : Tabulation of Actual Costs to Date - As of the End of February - Revision #1

PHASE I

1) Actual Costs Through February 28, 1999

Invoice Date	Description	Amount
7/31/98	Reimbursement for exhibits	\$1,792.50 ✓
8/31/98	Reimbursement for exhibits, chloride testing, field support	\$1,118.00 ✓
8/31/98	Progress Billing - April-July	\$149,835.50 Draw 1 ✓
8/31/98	Eng. Support - April-July	\$14,983.55 Draw 1 ✓
9/1/98	Chloride Testing - 17 Extra Tests @ 7.75	\$131.75
9/30/98	Progress Billing - August - September	\$363,776.00 Draw 1 ✓
9/30/98	Eng. Support - August-September	\$36,377.60 Draw 1 ✓
10/10/98	Chloride Testing - 11 Extra Tests @ 7.75	\$85.25 ✓
10/30/98	Progress Billing - October	\$221,704.00 Draw 3 ✓
10/30/98	Eng. Support - October	\$22,170.40 Draw 3 ✓
11/3/98	Chloride Testing - 84 Extra Tests @ 7.75	\$651.00 ✓
11/30/98	Progress Billing - November	\$165,137.00 Draw 4 ✓
11/30/98	Eng. Support - November	\$16,513.70 Draw 4 ✓
12/4/98	Chloride Testing - 60 Extra Tests @ 10.00	\$600.00 ✓
12/31/98	Progress Billing - December	253,810.50 \$260,762.50 Draw 5 ✓
12/31/98	Eng. Support - December	25,281.05 \$26,076.25 Draw 5 ✓
1/4/99	Chloride Testing - 34 Extra Tests @ 10.00	\$340.00 ✓
1/31/99	Progress Billing - January	165.72 \$166,313.00 Draw 6 ✓
1/31/99	Eng. Support - January	16,696.10 \$16,631.30 Draw 6 ✓
2/5/99	Chloride Testing - 61 Extra Tests @ 10.00	\$610.00 ✓
2/28/99	Progress Billing - February	\$113,148.50 Draw 7
2/28/99	Eng. Support - February	24,206.85 \$11,314.85 Draw 7
2/28/99	Change Order #1	43,730.01 \$48,403.01 Draw 7
2/28/99	Progress Payment Transfer Pump Station - February	85,190.00 \$95,838.75 Draw 7
TOTAL		\$1,734,014.41

1,723,853 ✓

PHASE I

2) Estimated Costs - March 1, 1999 though May 31, 1999

Invoice Date	Description	Amount	Register
3/1/99	Chloride Testing - 100 Extra Tests @ 10.00	\$1,000.00	Draw 8
3/31/99	Progress Billing - March	\$120,000.00	March
3/31/99	Eng. Support - March	24,000 \$12,000.00	
3/31/99	Progress Payment Transfer Pump Station - March	\$120,000.00	
4/1/99	Chloride Testing - 120 Extra Tests @ 10.00	\$1,200.00	
4/30/99	Progress Billing - April	\$140,000.00	April
4/30/99	Eng. Support - April	26,000 \$14,000.00	Draw 9
4/30/99	Progress Payment Transfer Pump Station - April	\$120,000.00	
5/1/99	Chloride Testing - 100 Extra Tests @ 10.00	\$1,000.00	
5/30/99	Progress Billing - May	\$90,000.00	May
5/30/99	Eng. Support - May	22,000 \$9,000.00	Draw 10
5/30/99	Progress Payment Transfer Pump Station - May	\$130,000.00	
TOTAL		795,200 \$758,200.00	

PAGE TOTAL \$2,492,214.41

* Included in these billings are a total of \$100,000 for two deep repairs that may be possible to slipline. If sliplining is determined to be possible, the sum of these two billings will be reduced by approximately \$60,000. **\$2,519,053**



MEMO : Continued
PROJECT : Lindrick Service Corp. Wastewater Collection System Rehab.
N. : 9805
PAGE : Two

3) Phase II

Estimated Costs - June 1, 1999 though August 31, 1999

Invoice Date	Description	Amount
6/1/99	Chloride Testing - 100 Extra Tests @ 10.00	\$1,000.00
6/30/1999	Progress Billing - June	\$90,000.00
6/30/99	Eng. Support - June	\$9,000.00
7/1/99	Chloride Testing - 100 Extra Tests @ 10.00	\$1,000.00
7/31/99	Progress Billing - July	\$50,000.00
7/31/99	Eng. Support - July	\$5,000.00
8/1/99	Chloride Testing - 100 Extra Tests @ 10.00	\$1,000.00
8/31/99	Progress Billing - August	\$60,000.00
8/31/99	Eng. Support - August	\$6,000.00
TOTAL		\$223,000.00

* Included in this billing is a total of \$50,000 for one deep repair that may be possible to slipline. If sliplining is determined to be possible, this billing will be reduced by approximately \$30,000.





ESTIMATED CONSTRUCTION COSTS
March 4, 1999
Lindrick Services Corporation
Kerim Transfer Pump Station

NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Tank Dewatering	1	L.S.	\$15,000.00	\$15,000.00
2	Transfer Pumps (3) and Controls	1	L.S.	\$42,600.00	\$42,600.00
3	Positive Displacement Blowers (3) & Controls	1	L.S.	\$21,300.00	\$21,300.00
4	Odor Control System & Duct Work	1	L.S.	\$25,560.00	\$25,560.00
5	Aeration System	1	L.S.	\$21,300.00	\$21,300.00
6	Discharge Piping & Valves	1	L.S.	\$18,000.00	\$18,000.00
7	Stop Gates	4	Each	\$2,000.00	\$8,000.00
8	Coring and Concrete Demolition	1	L.S.	\$5,000.00	\$5,000.00
9	Emergency Generator & Automatic Transfer Switch	1	L.S.	\$41,180.00	\$41,180.00
10	Fiberglass Tank Covers	1	L.S.	\$85,200.00	\$85,200.00
11	Flowmeter & Recorder	1	Each	\$15,000.00	\$15,000.00
12	Concrete Slab	1	L.S.	\$6,000.00	\$6,000.00
13	Fabricated Walkway & Misc. Metal	1	L.S.	\$5,000.00	\$5,000.00
14	Tank Repair & Coating	1	L.S.	\$15,000.00	\$15,000.00
15	10" Force Main & Connection to City System	1	L.S.	\$10,000.00	\$10,000.00
16	Site Work & Restoration	1	L.S.	\$10,000.00	\$10,000.00
17	Bar Rack	1	L.S.	\$5,000.00	\$5,000.00
18	Electrical	1	L.S.	\$40,000.00	\$40,000.00
19	Miscellaneous	1	L.S.	\$35,000.00	\$35,000.00
TOTAL FOR ALL PROPOSED IMPROVEMENTS					\$424,140.00