

**Shawna Senko**

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**From:** Amy Williams <awilliams@uswatercorp.net>  
**Sent:** Wednesday, January 22, 2014 3:12 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Vickie Penick; Carl Smith  
**Subject:** Docket No. 130194-WS-Lakeside Waterworks, Inc.  
**Attachments:** Doc. No. 130194-WS Follow-up to O&M Expenses for SARC.pdf

FPSC,

Please allow this submission on behalf of Lakeside Waterworks, Inc. in regards to Docket No. 130194-WS.

Any questions or concerns please feel free to contact my office directly at (727) 848-8292 ext. 239

Thank You,

*Amy N. Williams*

**Enterprise Systems - Accounting Admin**

*U.S. Water Services Corporation*

*4939 Cross Bayou Blvd.*

*New Port Richey, FL 34652-3434*

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# LAKESIDE WATERWORKS, INC.

January 23, 2014

Office of Commission Clerk  
Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 130194-WS – Lakeside Waterworks, Inc. – Request of FPSC to Consider Various Costs Associated with O&M**

This letter will serve as a follow up to recent discussions concerning the O&M expenses as it relates to the SARC identified above. It is request by the owners of LP Waterworks, Inc. for the FPSC staff assigned to consider the following items in determining the O&M costs associated with this SARC.

In the process of establishing rates associated with this SARC, it is requested the FPSC consider the following:

- ❖ LP Waterworks asks that the PSC not to consider the past owner's expenses and costs in the determination of the O&M expenses, but to consider a "go forward" or projected test year.
  - As the FPSC staff knows, many owners of private systems typically do not record all costs associated with running a utility. Many utilize, as in this case staff assigned to the mobile home park to conduct various O&M actions and do not allocate related costs to the utility. In this case, many repairs, minor capital items were installed and not captured within the utility – including the labor associated with these items.
  - Owners do not conduct preventive maintenance or conduct various other measures associated with prescriptive maintenance measures and in keeping with standards to the industry.
  - The service contract in place at this time considers all appropriate aspects of service and industry standards.
  
- ❖ LP Waterworks, Inc. has established a five (5) year contract with U.S. Water Services Corporation (USWSC) for a variety of services that are not typical to an O&M contract. Some of the items inclusive and perhaps not typical to an average O&M contract, USWSC will provide:
  - Customer Service/Billing/Collection and various payment option services
  - Minor repairs under \$400.00 per incident
  - Ground maintenance

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- Accounting services for FPSC as well as for General Ledger activities
- System Preventive maintenance – utilizing an actual (CMMS)
- Preventive and prescriptive maintenance activities
- Valve/hydrant testing according to rules and regulations
- Record keeping and FDEP, Water Management, and FPSC filings
- Permitting

Upon review of this contract (contract attached) the staff needs to understand and consider the depth of this contract. The owner has this type of contract with other systems that are owned by various shareholders and has solicited various contractors within the geographical area(s) these systems are located.

The contractors solicited have declined to bid on this work due to their skill levels, depth of services, or would require additional sub-contractors which it has been expressed that they deemed they would not be competitive.

- ❖ Salaries and Wages – Employees and Officers
  - The FPSC staff is requested to consider dollars to the officer categories associated with ownership. These costs focus on those activities typically conducted by the owners of the system – oversight, managing the contract, customer interaction and problem resolution, oversight of filing various costs reports with the utility as it relates to business, and other activities associated with running regulated company and a corporation.
  - The System maintains no general employees. Removal of Employee Salaries and Wages, other than Officers, is acceptable.
- ❖ Bad Debt Expense – The FPSC staff should consider an allowance for Bad Debt expense. As the FPSC staff knows, there is no business that does not have bad debt. Utility suggests perhaps 2% of the annual projected revenues.
- ❖ Capital (CIP) – the owner has provided and after reviewing the system, recommend the adoption of the CIP submitted based on the condition of the system.

As the primary shareholder in LP Waterworks, Inc. it is requested strongly that the FPSC take into account these requests as stated above.

Respectfully,

  
Gary DeFemer, President

# **U.S. Water Services Corporation**

Water and Wastewater Utility Operations, Maintenance,  
Engineering, Management

## **AGREEMENT FOR SERVICES**

**XX Water System Operations**

**XX Wastewater System Operations**

**XX Maintenance**

**XX Customer Service**

THIS AGREEMENT is entered into this **16th day of November, 2012**, by and between:

**Lakeside Waterworks, Inc.** with its principal mailing address at 5320 Captains Court, New Port Richey, Florida 34652 (hereinafter "OWNER")

AND

**U.S. Water Services Corporation**, with its principal mailing address at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652 (hereinafter "USWSC").

**WHEREAS**, OWNER owns and provides for the operation and administration of a water treatment, distribution and transmission system; and/or wastewater treatment, collection and lift station facilities; and customer service billing and collection; and

**WHEREAS**, OWNER desires to employ the services of USWSC in the operation, maintenance and billing/collection (OM&BC) of the Utility System, and USWSC desires to perform such services for the compensation provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and USWSC agree as follows:

## 1. General Provisions

### 1.1

Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.

### 1.2

All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.

### 1.3

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

### 1.4

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

### 1.5

All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given as follows:

1.5.1 If delivered personally or by courier mail service (e.g., Federal Express or United Parcel Service), upon delivery;

1.5.2 If mailed by certified or registered U.S. mail, return receipt requested, upon deposit in the United States mail, postage prepaid.

1.5.3 If in any other manner, upon actual receipt.

### 1.6

This Agreement, including appendices, is the entire Agreement between the parties. This Agreement may be modified only by subsequent written agreement signed by both parties. Wherever used, the terms "USWSC" and "OWNER" shall include the respective

officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors, or anyone acting on their behalf.

1.7

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8

It is understood that the relationship of USWSC to OWNER is that of a contracted service corporation. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for professional contract operators similarly situated in the same geographic region and at the same time.

1.9

The OWNER and USWSC are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

1.10

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

This area left intentionally blank.

## **2. USWSC Scope of Services – Base Contract Service**

### **2.1**

Upon signing of this agreement, USWSC will staff the Utility System (as described in Appendices D,F,I) with employees who have met appropriate licensing and certification requirements of the State of Florida, and employ the appropriate skilled staff to maintain the service specified herein. A further break down of the Scope of Services is displayed in Table 4.

### **2.2**

USWSC operators shall have ongoing training and education appropriate to personnel in all necessary areas of required water/wastewater process control, operations, maintenance, safety and supervisory skills. All operators employed for the facility will be trained in drinking water treatment plant operation and/or domestic wastewater treatment plant operator as regulatory permits require, and licensed by FDEP. USWSC will ensure that all personnel have the proper training to perform their jobs safely and efficiently.

### **2.3**

USWSC shall develop, or supply, and utilize Computerized Maintenance Management Systems (CMMS) and process monitoring.

### **2.4**

Within 90 days after USWSC begins service under this Agreement, USWSC will provide a statement of condition (SOC) of the utility system which will include any physical inventory of OWNER'S utility equipment and spare parts in use or associated with the system, and a general statement as to the condition of each piece of equipment. The SOC will also include recommendations for improved O&M efficiencies, capital improvements and estimated cost to implement all recommendations.

### **2.5**

USWSC will provide OWNER with a physical inventory of chemicals and other consumables on hand when USWSC begins services under this Agreement within 7 days of service startup. USWSC will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.

## 2.6

USWSC shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.

## 2.7

USWSC shall provide the OWNER with documentation that preventive maintenance is being performed CMMS on Owner's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be feasibly determined by the OWNER. Such a maintenance program shall include documentation of corrective and preventive maintenance.

## 2.8

USWSC shall operate, maintain and/or monitor the Utility System as FDEP permitting dictates and maintain a 24-hour per day, seven-day per week scheduled, on call emergency staff and live answering service. USWSC will respond to call outs, assess the situation and make necessary arrangement to contain or repair the problem. USWSC shall notify the OWNER of emergency type repairs within 2 hours of incident.

## 2.9

Visits may be made at a reasonable time by Owner's employees if previously authorized by owner or designated by Owner's representative. Keys for the system shall be provided to OWNER by USWSC for such visits. All visitors to the System shall comply with USWSC' operating and safety procedures and register in utility log books.

## 2.10

USWSC will implement and maintain an employee safety program in compliance with all Occupational Safety and Health Administration (OSHA) laws and regulation specified in OSHA 1910 which is designed to provide a safe and healthful workplace. Provide all necessary equipment to employees to perform their tasks in a safe and efficient manner. USWSC will make recommendations to the OWNER regarding the need if any, for OWNER to rehabilitate, expand or modify the system to comply with governmental safety regulations applicable to USWSC operations hereunder and with federal regulations promulgated pursuant to the American with Disabilities Act (ADA).



2.11

USWSC may modify the process and/or facilities with permission of OWNER, to achieve the maximum efficiency of operation and optimum water quality. Any modifications to facilities of the system will be billed separate from this agreement at a price approved by the OWNER, except in the case of an emergency. During an emergency situation, USWSC may take the steps required to maintain the safety of the utility customers and meet any mandated regulatory requirements.

2.12

In any emergency affecting the safety of persons or property, USWSC may act without written amendment or change order, at USWSC's discretion, to prevent threatened damage, injury or loss. USWSC shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. At a minimum such compensation shall include USWSC Costs for the emergency.

2.13

As required by law, permit or court order, USWSC will prepare routine plant performance reports and submit them to OWNER, or OWNER designated signature authority, for signature and transmittal to appropriate authorities. USWSC will prepare Daily operational reports, Monthly Operating Reports (MOR), Discharge Monitoring Reports (DMR), minor revisions to operating permits, monitoring plans such as bacteriological sampling plans, cross-connection plans, water system flushing plans, lead & copper sampling plan, bio-solids annual reports, abnormal events, boil water notices, Consumer Confidence Reports (CCR's), review inspection reports and respond, annual reporting of flows on the Consumptive and Water Use Permits (CUP) (WUP). USWSC will conduct annual audits and report to the PSC per FAC Chapter 25-30 for water and wastewater utility systems. Signature authority may be established by the Owner to allow USWSC to file required reports with signature of USWSC personnel with report copy sent to owner.

<b>USWSC</b>	<b>Owner</b>
FPSC Annually	None
DMR & MOR's Monthly	
Compliance Sampling Reporting Ongoing	
Groundwater Reports as Required	
Abnormal Events As Occurs	
Boil Notice Prep and Post As Occurs	

Prepare Minor Permit Revisions	
Prepare Annual CCR's	

2.14

USWSC will provide all packing and transport charges and insurance costs, as well as transit handling costs and transport fees and labor to perform laboratory testing and sampling presently required by plant performance portions of regulatory permits (see Appendices D & E), the Clean Water Act, the Safe Drinking Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements, or judicial and regulatory orders and decrees. All laboratory services will maintain a Florida NELAC certified laboratory capable of meeting all Federal Environmental Protection (EPA), Code of Federal Regulations (40 CFR-60.535), Safe Drinking Water Act (SDWA), Clean Water Act (CWA), Florida Department of Environmental Protection (FDEP) Florida Administrative Codes (FAC Chapter 62-160.300) which defines the minimum field and laboratory quality assurance, methodological and reporting requirements, Water Management Districts (WMD), Department of Health (DOH – 64E-1) or any other regulatory agency that has jurisdiction over the facilities for analyzing samples required by permits.

2.15

USWSC will provide labor, which is included in the base fee, related to service meter replacements up to 5/8" x 3/4" meter size. Installation or change out of meters of a greater size shall be billed as additional service to OWNER base upon time and material, as listed on Appendix G.

2.16

USWSC shall operate and maintain the public water systems so as to comply with applicable standards in Chapter 62-550 F.A.C., and USWSC shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. Preventive maintenance on electrical or mechanical equipment – including exercising of auxiliary power sources, checking the calibration of finished-drinking-water meters at treatment plants, testing of air or pressure relief valves for hydro-pneumatic tanks, and exercising of isolation valves – shall be performed in accordance with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by USWSC.

## 2.17

USWSC shall perform locates, which are included in the base fee, within the specified time frames for all water distribution & wastewater collection piping systems per Sunshine One-call requirements. OWNER shall pay for all costs related to the Florida Sunshine On-Call Locate Service.

## 2.18

USWSC shall maintain grounds in a neat and orderly condition. This includes removal of yard trimmings, non-working pumps, used piping, garbage, and plant screenings from treatment processes. USWSC shall maintain grounds in and around the facilities in a professional manner, perform weed control, grass cutting and trimming.

## 2.19

USWSC shall maintain permits according to Florida Administrative Code (FAC) Chapter 62-4 which is FDEP's general authority to issue permits and Florida Administrative Code (FAC) Chapter 62-620 which establishes the procedures to obtain a permit to construct operate or modify domestic and industrial wastewater facilities; 40 CFR 122.41 which describes applicable to all permitting. All permits will be maintained in safe location, keep up-to-date, system modification and permit revisions will be submitted in a timely manner.

## 2.20

USWSC shall calibrate all plant flow meters required by permits, Water Management District's and FDEP Directives, or FAC requirements, according to industry standards.

## 2.21

USWSC shall perform annual testing of Backflow Prevention Devices Owned by the Utility. Any replacements will be coordinated/provided with approval from OWNER.

2.22

USWSC shall provide meter re-reads, meter turn-on & turn-offs, minor repairs to service lines (not to exceed \$400.00 in USWSC expense per incident), meter change outs, troubleshooting customer problems or issues.

2.23

USWSC shall provide Emergency Generator Maintenance and Fuel. All maintenance shall be performed in accordance with Chapter 62-550, F.A.C and with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by USWSC; however, in no case shall auxiliary power sources be run under load less frequently than monthly. Inspections and servicing will be performed monthly and shall include, check engine coolant level, coolant lines/connections/hoses & connections, drive belts for wear and tear, gasket/seals for leaks, battery(s) electrolyte level, battery connections, cables, casing, check air Filters, check engine oil level and oil leaks (hoses, connectors), check fuel tank/day tank operation, check fuel level and order fuel as needed.

<b>USWSC</b>	<b>OWNER</b>
Coolant levels, lines, connections and hoses	Major repairs over \$400.00 per incident
Drive belts	Replacement of unit
Battery and connections	
Air Filters	
Gasket condition	
Fuel levels and hose connections	
Engine oil levels and connections	
Order Fuel as needed	
Annual testing of unit	
Any outside Generator Service Contracts	

2.24

USWSC shall perform minor repairs - repairs that can be performed by the Collection and Distribution Technician, plant operators or maintenance personnel without assistance (Totaling Less than \$400.00 in USWSC Expense per incident), such as painting, changing

motor oil, changing air filters, greasing equipment, cleaning equipment and troubleshooting equipment failures.

**Table 3- Minor Repair Responsibilities**

USWSC	OWNER
Replace Meter Boxes	In excess of \$400.00 per incident
Minor Water Leaks	
Cleaning of Wetwells	
Unclog Lift Station Pumps	
Hydrant Repairs	
Project Planning or Advisement to Owner	
Replace Curb Stops, Valves, Pipe Fittings	
Repairs to Electrical System	
Fencing and Other Similarly Related Repairs	

2.25

USWSC shall provide a Customer Service based operation that resolves any customer complaints; provides meter reads, turn-on & off meter services, billing and collection and all associated cost of that service, credit card and web based customer payment options, collection rate monitoring; issue field service orders, set up new and maintain customer accounts with accurate information; provide information to address inquiries regarding services, maintain proper files and required customer service documents; all to be provided in a professional manner and in keeping with industry standards.

**Base Contract Services – Water Treatment Facilities**

2.26

This section shall apply to USWSC OM&BC services for the Owner's Water Treatment Facilities either owned, leased or by easement rights.

2.27

Within the existing design capacity and capabilities of the Water Treatment Facilities, USWSC will operate the systems according to the facility's Florida Department of Environmental Protection (FDEP) operating permit, FAC 62-699 which establishes minimum staffing requirements for facilities. Physical operation of the facility to include adding chemicals, such as ammonia, chlorine, poly-phosphates or lime, for disinfection and efficient treatment operation, Inspect equipment on a regular basis,

monitor operating conditions, meters, and gauges, collect and test water samples, record meter and gauge readings and operational data and interpret findings, operate equipment to treat the water to meet Federal, State and Local requirements and, clean and maintain equipment, tanks, filter beds, and other work areas, ensure all safety standards are met.

#### 2.28

USWSC will pay all costs associated with taking all daily, weekly, monthly, quarterly, annual and tri-annual samples and any retake samples required by FDEP Permit and EPA's 40 CFR Part 136, and as listed in Appendix E; with the exception of annual or semiannual special event sampling and testing and any special sampling.

#### 2.29

USWSC shall perform tank Inspections for hydro-pneumatic and Ground Storage tanks (GST)in service for the water systems- The FDEP Chapter 62-555-350 requires annual inspections and cleaning and has 5 yr requirement for complete inspection of the vessel for structural integrity and reliability.

#### 2.30

OWNER shall be responsible for Regulatory Fees which includes permit renewals, modifications and/or revisions to permits for the Water Management District, FDEP, DOH, County and/or City and any other regulatory entity fees.

### **Base Contract Services – Distribution System**

#### 2.31

This Section shall apply to USWSC service related to Owner's distribution system

#### 2.32

USWSC shall provide for the operation and maintenance of the distribution and transmission system according to Florida Administrative Code (FAC) 62-604. Which includes maintenance, minor repairs to water

distribution systems, including mains, valves, hydrants and services, performs water taps, ensure that all appropriate safety measures are observed in the performance of the various kinds of work, investigate and determine the locations of water leaks and takes action in such a way that affects a minimum of customers, collects water samples when necessary and fills out operation reports for the water systems, maintain accurate and legible records of time and materials used on various jobs and reports, reads, removes and resets the routine operation, maintenance, and repair of the distribution systems as established upon startup of this agreement. Services not included as routine are items identified as capital repairs, line extensions or system expansions. Excluded services will be billed in addition to base OM&BC contract fee per Appendices G.

### 2.33

USWSC shall provide for all daily operation and maintenance functions such as perform routine operational checks of chlorine levels, equipment functions, read meters, check for proper plant operation, record all maintenance activities and ensure official logs are kept per regulatory requirements.

### 2.34

USWSC will pay cost incurred related to routine staffing, and labor related to sampling, testing, in normal water distribution, operation and maintenance, and repair, except as specifically provided herein. Specific special sampling event (i.e. break/main clearance) analysis cost will be billed direct to Owner per USWSC standard sampling fee schedule in place at the time of incident. If the scope of the permit changes which results in increases to sampling and or staffing requirements, then the Owner will be responsible for the cost to upgrade the terms of the agreement, as such changes are regards as changes to the general conditions herein stated.

## **Base Contract Services – Wastewater Treatment Facilities**

### 2.35

This section shall apply to USWSC OM&BC services for the Owner's Wastewater Treatment Facilities either owned, leased or by easement rights.

2.36

USWSC will operate the systems according to the facility's Florida Department of Environmental Protection (FDEP) operating permit, FAC 62-699 which establishes minimum staffing requirements for facilities.

2.37

USWSC will pay all costs associated with taking all daily, weekly, monthly, quarterly, annual samples and any retake samples required by FDEP Permit and Florida Administrative Code (FAC) 62-601, which establishes minimum requirements for monitoring of domestic wastewater facilities and EPA's 40 CFR Part 136, with the exception of annual or semiannual special event sampling and testing and any special sampling; see Appendix D for definition of routine sampling. Any additional sampling events will be submitted to OWNER as an additionally billable item per USWSC laboratory/sampling fees in place at the time of incident.

**Base Contract Services – Wastewater Collection and Lift Station Systems**

2.38

This Section shall apply to USWSC' service for Owner's wastewater collection and lift station system.

2.39

USWSC shall USWSC will operate the collection system according to Florida Administrative Code (FAC) 62-604. Which includes routine preventive maintenance and minor repairs of the collection system as established upon startup of this agreement; shall performs sewer taps, inspects manholes and appurtenances, perform checks on lift stations and or pump station for proper operation, ensure that all appropriate safety measures are observed in the performance of the various kinds of work, investigate and determine the locations of sewer breaks maintain accurate and legible records of time and materials used on various jobs. Services



not included as routine are items identified as capital repairs, line extensions or system expansions.

## 2.40

### 1. Specific lift station maintenance shall include:

- (a) Monitoring of Lift or pumping stations for emergency conditions; Preventive maintenance the radio telemetry systems if any; Regularly Monthly scheduled preventive maintenance, inspection, adjustments (including but not limited to measuring run pump times, water levels in wet wells, review of any loss of electrical power and any thermal overloads).
- (b) All pump stations and lift stations shall be visited by a state licensed, certified or manufacturer trained and certified operator as frequently as necessary to preclude pump station or lift station failure but in no case less than once per month.
- (c) A permanent log containing information for the previous year to the current date shall be kept onsite or at the appropriate regional wastewater treatment facility. Log information shall be maintained by the pump station or lift station owner on a rolling five year calendar basis. The log shall be the property of the pump station or lift station owner and shall be surrendered to the pump station or lift station owner upon termination of an operator contract.
- (d) Preventive maintenance of the wastewater collection/transmission system shall include the following minimum monthly services provided by a state licensed, certified or manufacturer trained and certified operator.
  - (1) Remove and dispose of any debris from the surface of the pump station or lift station wet well that may interfere with the operation of the pump station or lift station;
  - (2) Log hour meter reading for all pumps
  - (3) Run each pump manually through a cycle and record amp draw in the maintenance log;
  - (4) Record voltage at control panel source in the maintenance log;
  - (5) Cycle alarms;
  - (6) Confirm floats are properly set;

- (7) Confirm floats are clear of grease and clean if any grease present;
  - (8) Ensure that pump cables and pump chains are in good condition, are secure, and not around the pump suction;
  - (9) With lift station/wet well pumped down, stick the bottom of the tank to confirm the absence or presence of sand or debris.
  - (10) USWSC shall remove and owner shall dispose of any sand or debris in the bottom of the tank that may interfere with the operation of the pump station or lift station.
  - (11) Ensure that any grass around the lift station, the wet well entrance, the valve box entrance and any vegetation that would hinder access to the control panel is trimmed back and the area is free from debris;
  - (12) Exercise all isolation valves completely closed and leave completely open;
  - (13) Confirm all electrical lugs in panel are tight and seal is secure for electrical panel;
  - (14) Secure each lock and lubricate as needed; and
  - (14) Inspect the check valves to ensure they are functioning properly and will prevent back flow from the force main to the wet well.
- (e) Once every three months minimum, ensure the pump station or lift station Megohm test is performed on the pump motors to determine the condition of the motor winding insulation to establish a base line reading to be used over time to determine if the windings are deteriorating.
- (f) For lift stations servicing hotels, apartments and food establishments, upon recommendation by the operator, but no less than once every 6 months;
- (1) Owner shall pump out wet wells and USWSC shall pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps. The pump station or lift station owner must provide the operator access to a water supply source. Owner shall ensure that the removed wastewater shall be hauled by a state licensed or permitted hauler to a wastewater treatment facility and the receipt for disposal provided to the lift station owner.

- (2) Pull the pumps and inspect the impeller and suction ports of each pump, noting the condition of each pump.
- (g) For lift stations servicing all other locations (not hotels, apartments and food establishments), upon recommendation by the operator, but no less than once every 2 years;
- (1) Owner shall pump out wet wells and USWSC shall pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps. The pump station or lift station owner must provide the operator access to a water supply source. The removed wastewater shall be hauled by a state licensed or permitted hauler to a wastewater treatment facility and the receipt for disposal provided to the lift station owner.
  - (2) Pull the pumps and inspect the impeller and suction ports of each pump.
- (h) For lift stations monitored by a Supervisory Control and Data Acquisition System (SCADA System), a lift station owner may submit a request for approval of an alternative maintenance plan in cooperation with contracted operator. The request must outline in detail:
- (1) the proposed maintenance plan and schedule;
  - (2) the SCADA System data monitored and the data retention plan for the SCADA System data. At a minimum, the data otherwise recorded for the required maintenance as outlined in this rule must be made a permanent part of the lift station owner's maintenance log;
  - (3) the operator's training and state license or certification level;
  - (4) the training and certification or state license level of each staff member of the operator's company; and
  - (5) the response times provided by the operator in event of a SCADA alert; and
  - (6) the lift station owner shall provide any additional information requested by the Division in order to evaluate the request. Any alternative maintenance plan must be mutually acceptable to both Owner and USWSC.
- (i) Jetting of collection system lines shall be conducted as needed to clear grease and sediment from collection

- system lines.
- (j) The operator shall record and document all maintenance performed and findings in the required maintenance log. The log shall be the permanent property of the lift station owner.
  - (j) In the case of a breakdown or malfunction of a Wastewater collection/transmission system and/or a wastewater treatment facility, the owner or operator shall record the breakdown or malfunction event and the reason therefore in the permanent log upon discovery.
2. The owner or operator shall investigate each instance of system malfunction alarm. During the alarm investigation, if an owner or operator discovers that a release or discharge of wastewater from the system to the ground or surrounding environment has occurred, USWSC shall immediately upon discovery of such release or discharge to FDEP.
    - a. If any release of wastewater occurs, a copy of the invoice or report from the operator shall be submitted to the Owner. The operator invoice or report shall state the cause of the release of sewage, detail the repairs made, and state the amount of wastewater removed by pump truck. The failure of an operator to notify the owner of the breakdown or malfunction shall not relieve the owner of the responsibility to notify the Division. In addition to the owner, an operator may also be held liable for failure to notify the Division pursuant to Section 362.110(c), Ordinance Code.
    - b. Notifying the FDEP does not relieve the owner or operator of the requirement for discharges, spills or releases of untreated wastewater in excess of 1,000 gallons or other abnormal events set forth in Rule 62-604.550, FAC, to report orally to the State Warning Point number, 1-800-320-0519.
  3. Electrical service must be supplied to the lift station at all times. In the event electrical service fails, regardless of the reason, and temporary or emergency power cannot be supplied, it is mandatory that the lift station be monitored and the lift station wet well be pumped and hauled by a state licensed or permitted hauler to a wastewater treatment facility so as to prevent an unlawful discharge of wastewater. A copy of the receipt from the wastewater treatment facility shall be provided to the lift station owner.
  4. In lieu of the requirements of Rule 3.405.A.5 above, publicly owned regional sewerage system utilities shall conduct operation and maintenance in accordance with federal and state requirements, which are consistent with the requirements of Rule 3.405A.5, and

provide documentation of such maintenance within five business days of a request by the Division.

5. In accordance with Rule 3,402B, repairs, modifications or replacements of pumps or major components may require a permit pursuant to this Rule. Pumps or major components of a pump station or lift station that are replaced must be replaced by similar or upgraded equipment to ensure there is no degradation of the design and performance of the system. In addition, for each replacement made, the operation and maintenance manual shall be revised.
6. Exception: For the purpose of this Section, a pumping system serving an individual single-family residence that transmits to a gravity sanitary sewer collection system, which system is located in a utility easement or right-of-way fronting said individual single family residence, is considered a service connection and the requirements for sewage pump stations or lift stations shall not apply.

### **Base Contract Services – Administrative and Customer Services**

#### 2.41

USWSC shall provide the following specific utility and customer accounting and administrative functions for the Facilities and Business Entity: (i) monthly flow meter reading (ii) consumer folder on each account, (iii) billing register containing information on each account billed, (iv) preparation and mailing of a monthly use bill to each customer, (v) preparation of monthly sales report, (vi) preparation and mailing of late notices for delinquent accounts, (vii) collection of meter deposits and payments, (viii) preparation of a Daily Monitoring Report, (ix) general ledger P&L and Balance Sheet reports monthly and (x) preparation of annual FPSC report.

#### 2.42

USWSC shall use reasonable efforts to collect all available Owner revenue from sales, connection fees, security deposits, collection fees, late payment charges, taxes collected (if applicable) and all other monies due from consumers of services provided by the facilities.

#### 2.43

USWSC will submit to the owner monthly a report of System activities due by the 21<sup>st</sup> of the following month. USWSC shall review the administrative reports generated in accordance with section 2.41 above, and from time to time, make recommendations to the Owner regarding rates, deposit

amounts, and other matters as to keep the Owner's Facilities financially sound.

#### 2.44

USWSC maintains a business office established for the purpose of utility management; main office location is in New Port Richey, FL; with additional satellite offices throughout the State. Offices shall be open from 9:00 am to 5:00 pm Monday through Friday. Online, web base bill payment is also maintained for customer ease in access to additional payment options with 24 hr a day access. USWSC also maintains and provides 24 hour emergency answering service and dispatch, as well as local utility manager and staff assigned to the system.

### **3. Owner Representations and Duties**

#### 3.1

OWNER shall keep in force all System warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to USWSC under this Agreement.

#### 3.2

OWNER shall pay all *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the System other than taxes imposed upon USWSC net income and/or payroll taxes for USWSC employees.

#### 3.3

OWNER shall provide USWSC, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that USWSC may discharge its obligations under this Agreement in the most cost-effective manner.

#### 3.4

OWNER shall provide all registrations and licenses for any of Owner's vehicles used in connection with the System (if applicable).

3.5

OWNER represents and warrants that facilities and other System equipment have been operated only in the normal course of business. Owner cannot fully attest to the condition of the facilities composing the System and/or any equipment used by the System, and therefore has not disclosed to USWSC.

3.6

OWNER shall supply all chemicals necessary to maintain compliance of the system includes chlorine, poly phosphates, polymers, proprietary and non-proprietary filter media, lime, de-chlorination chemicals, or any other chemical necessary to maintain regulatory compliance.

3.7

OWNER shall be responsible for sludge disposal per FAC Chapter 62-640.

3.8

OWNER shall be responsible for purchase of all power, water, wastewater and phone services.

3.9

OWNER shall be responsible for major repairs and/or capital items.

3.10

OWNER shall be responsible for maintaining property insurance for the facilities.

3.11

OWNER shall be responsible for any Bad Debt, write offs, for collecting bad debts and absorbing write off costs.

3.12

OWNER shall be responsible for payment of all Federal and Local Taxes related to the systems.

3.13

OWNER shall be responsible for any and all banking fees such as over drafts, non-sufficient funds, user fees pertaining to the systems

3.14

OWNER shall be responsible for onsite telephone services for auto dialers and/or SCADA systems for emergency power or equipment failures only.

See Table 4 Following for Ledger of Cost Responsibilities of USWSC and Owner:

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**BELOW IS A SUMMARY OF COST RESPONSIBILITIES FOR BOTH  
USWSC AND OWNER**

<i>Table 4 – Cost Responsibilities</i>	
USWSC	Owner
1. Operation of the Water & Wastewater Facilities	1. Chemicals
2. Operation and Maintenance of Collection and Distribution Systems	2. Sludge Transport and Disposal
3. Sampling and Laboratory Analysis per Appendices D & E	3. Utilities – Purchased Power, Phones/SCADA, Purchased Water/Wastewater Services
4. Reporting	4. Capital Items or Major Repairs
5. Transportation	5. Property Insurance
6. Personnel	6. Regulatory Fees
7. Safety	7. Bad Debts & Write-offs
8. Training	8. Legal Fees
9. Customer Service / Billing / Collection	9. Federal Taxes
10. Minor Repair Less than \$400 in USWSC Expense per incident	10. Banking Fees
11. Emergency Generator Maintenance and Fuel	11. Locate Service Fees / Sunshine
12. Service Work	12. Meters
13. Grounds Maintenance	13. Permit Fees for Regulatory Permits
14. Operating Permit Renewals	14. Property Taxes
15. Meter calibrations	15. New Service Connection for Water and Wastewater Services
16. Backflow prevention testing	16. Repairs Totaling \$400.00 or greater per incident
17. Trash Removal	Tax Return Filings
18. Accounting for PSC and General Ledger	
19. Tank Inspections	
20. Locate Services	
21. On-call and initial emergency callouts	
22. Plant upkeep and good housekeeping	
23. Laboratory Services	
24. System Preventative Maintenance (CMMS)	
25. Update system maps	
26. Tools, Vehicles, Testing Equipment	
27. Preventive Maintenance	
28. Fire Hydrant Testing as Required	
29. Maintain Record Keeping, General Ledger, and Filing Systems.	

#### 4. Compensation

##### 4.1

USWSC compensation under this Agreement and dictated scope of work shall consist of a Monthly Fee. For the first year of **Water Operation** this Agreement the USWSC **Monthly Fee for Services as described herein will total \$3,183.10; total annual contract value \$38,197.11** and is assigned a base ERC value.

Formula: (1) Initial Annualized Contract Value Divided by ERC's at Contract Startup = Annual ERC Value. (2) April of Each year previous annual values increases by CPI noted herein, a review of ERC count is undertaken and increases in ERC are applied if applicable.

##### 4.2

USWSC compensation under this Agreement and dictated scope of work shall consist of a Monthly Fee. For the first year of **Wastewater Operation** this Agreement the USWSC **Monthly Fee for Services as described herein will total \$2,977.54; total annual contract value \$35,730.46** and is assigned a base ERC value.

Formula: (1) Initial Annualized Contract Value Divided by ERC's at Contract Startup = Annual ERC Value. (2) April of Each year previous annual values increase by CPI noted herein, a review of ERC count is undertaken and increases in ERC are applied if applicable.

##### 4.3

The Monthly Fee shall be adjusted April 1<sup>st</sup> of each year per consumer price index as published by the Department of Labor. Should the capacity of the System change, or other services are added, the fee will change upon review with the Owner, and calculated by base ERC value assigned at that time and be subject to applicable CPI adjustments. Changes in ERC totals will not remove the annual CPI increase.

#### 5. Payment of Compensation

##### 5.1

The Monthly Fee shall be due and payable on the first business day of the month for each month that services are provided.

## 5.2

All other compensation to USWSC is due upon receipt of USWSC invoice and payable within thirty (30) days.

## 5.3

OWNER shall pay interest at an annual rate equal to the prime rate established by TD Bank plus two percent (1.0%) on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event that the interest charges under this Section 7.4 might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount allowed within such limitation.

## 5.4

Amortization Items, in the event that this contract is terminated prematurely all monies that have been previously paid as a monthly expense shall be returned at a prorated cost, such as Tri-annual samples, permit renewals or vendor contracts to the USWSC.

## **6. Scope Changes**

### 6.1

A Change in Scope of Services shall occur when and as USWSC costs of providing services under this Agreement change as a result of:

### 6.2

Any change in System operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

### 6.3

Owner's request and USWSC consent to provide additional services beyond the scope of this Agreement and shall be priced per rate schedule included in Appendix G.

## **7. Indemnity, Liability and Insurance**

### **7.1**

For the sum of \$10.00, USWSC hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from USWSC' negligence or willful misconduct under this Agreement, provided USWSC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

### **7.2**

For the sum of \$10.00, OWNER agrees to indemnify and hold USWSC harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than USWSC' negligence or willful misconduct including, but not limited to, breach of an OWNER warranty.

### **7.3**

USWSC shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date of the effluent quality requirements as are dictated by regulatory agencies and as a result of USWSC's negligence. OWNER will assist USWSC in contesting any such fines in administrative proceedings and/or in court prior to any payment by USWSC. USWSC shall pay the cost of any such contest.

### **7.4**

OWNER shall be liable and indemnify and hold USWSC harmless for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or USWSC 1) that are not a result of USWSC negligence 2) that are otherwise directly related to the ownership of the System and 3) are the result of failure of Owner to make any Capital Expenditures previously identified as necessary for the System to attain applicable performance standards and 4) Owner shall indemnify and hold USWSC harmless from the payment of any such fines and/or penalties.

7.5

Owner Shall defend, indemnify and hold USWSC harmless from any and all liability, cost, expenses, penalties, including attorneys fees and the cost of investigation, remediation, negotiation and resolution, arising from any condition existing prior to the start date that constitutes a release of hazardous substances, as that term is defined in any state, federal or local law, or constitutes a violation of any state, federal or local environmental law.

7.6

Indemnity obligations provided for in this Agreement shall survive the termination of the Agreement.

7.7

USWSC shall maintain general liability insurance coverage limits of \$2,000,000.00; Excess General Liability limits of \$5,000,000.00; Vehicle Insurance coverage limits of \$1,000,000.00; Professional Liability Insurance limits of \$2,000,000.00, and provide all workers compensation coverage for USWSC staff in accordance with state and federal labor requirements.

**8. Term, Termination and Default**

8.1

The initial term of this Agreement shall be Five (5) years; commencing March 1<sup>st</sup>, 2012, (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed on each anniversary date, for successive Five (5) Year terms unless canceled in writing by either party no less than ninety (90) days prior to expiration of the then current term.

8.2

Either party may terminate this Agreement upon 90 day written notice.

8.3

Amortization Items: In the event that this contract is terminated all monies that have been previously paid as a monthly expense shall be returned at a prorated cost, such as Tri-annual samples, permit renewals to the USWSC.

#### 8.4

Upon notice of termination by OWNER, USWSC shall assist OWNER in assuming operation of the System. If additional Cost is incurred by USWSC at request of OWNER, OWNER shall pay USWSC such Cost within 15 days of invoice receipt.

#### 8.5

Upon termination of this agreement and all renewals and extensions of it, at a minimum USWSC will return the System to OWNER in the same or better condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by USWSC for use in the operation or maintenance of the System shall remain the property of USWSC upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed USWSC for the cost incurred to purchase the property or this Agreement provides to the contrary.

### **9. Disputes and Force Majeure**

#### 9.1

In the event activities by employee groups or unions unrelated to USWSC cause a disruption in USWSC ability to perform at the System, USWSC may request and Owner shall assist USWSC efforts or USWSC at its own option, may seek appropriate injunctive court orders. During any such disruption, USWSC shall operate the facilities on a best-efforts basis until any such disruption ceases.

#### 9.2

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

### **10. Penalties**

#### 10.1

Should USWSC fail to comply with the provisions of this Agreement, such failure shall constitute a default.

## 10.2

The following fines and penalties shall apply:

- a. Failure to meet drinking water standards; \$100.00 per day commencing on the 4<sup>th</sup> consecutive day.
- b. Failure to control odors consistent with Prudent Utility Practice; \$100.00 per day commencing on the 6<sup>th</sup> consecutive day.
- c. Failure to dispose of residuals in a manner consistent with Basic O&M Performance Standards and Prudent Utility Practice; \$100.00 per day commencing on the 8<sup>th</sup> consecutive day.
- d. Intentional falsification/misrepresentation of any reports or records to be filed or maintained pursuant to this agreement; \$1,000.00 per incident.
- e. Failure to follow any notification requirements of this Agreement; \$1,000.00 per incident.
- f. Failure to maintain the Utility Facilities consistent with Basic O&M Performance Standards and Prudent Utility Practice; \$500.00 per incident.
- g. Failure to maintain staffing levels as require by regulation; \$100 per day commencing on the 8<sup>th</sup> consecutive day; in addition to all regulatory fines that may be assessed.
- h. Failure to make deposits or timely manage fiduciary requirements; \$250.00 per day.
- i. Failure to submit timely reports as outlined in this Agreement; \$100.00 per day.
- j. Failure to process customer credits and refunds within 10 business days; \$100.00 per day commencing upon the 11<sup>th</sup> day.
- k. Incurrence of customer service complaints related to the quality of work provided by USWSC at a rate exceeding 0.1% of customer accounts in a single month or 1.0% of average monthly customer count of any 12 consecutive months; \$100.00 per complaint above these thresholds.
- l. Failure to correctly read meters within an accuracy rate of 99.5% or better; \$100.00 per each 0.1% below the 99.5% accuracy requirement.
- m. Failure to complete meter reads within 2 business days of scheduled meter reading date; \$100.00 per day per 100 unread meters commencing on the 3<sup>rd</sup> consecutive day.
- n. Failure to charge all required deposits, fees and installation costs prior to the initiation of service; \$100.00 per incident.
- o. Failure to reconcile all customer service collection activities within 0.25% of total collections; \$100.00 per incident or the amount of un-reconciled balance, whichever is greater.
- p. Failure to collect 97% of all customer billings within 90 days of billing; 5% of difference between actual collection and 97%.

- q. Failure complete timely service orders in performance of Prudent Utility Practice; \$100.00 per day beyond the prudent time period.

Each of the parties indicates their approval and full understanding of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

**Lakeside Waterworks, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**U.S. Water Services Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**End Agreement**

**Additional: Appendices A,B,C,D,E,F,G,H.**



## Appendix A - Definitions

1. **"Monthly Fee"** means a predetermined, fixed sum for USWSC base operating, billing/collection, and customer services.
2. **"Base Fee"** means a predetermined, fixed sum for USWSC contract services including operations and preventive maintenance, minor repairs, billing/collection, and customer services – and all related expense.
3. **"Banking Fees"** - any banking fees such as over drafts, non-sufficient funds, user fees pertaining to the systems
4. **"Capital Expenditures"** means any expenditures for (1) the purchase of new equipment or facility repairs that Four Hundred Dollars (\$400.00) or greater.
5. **"Cost"** means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
6. **"Chemicals"** - chemicals necessary to maintain compliance of the system includes chlorine, poly phosphates, polymers, proprietary and non-proprietary filter media, lime, de-chlorination chemicals, or any other chemical necessary to maintain regulatory compliance.
7. **"CMMS"** shall mean Computerized Maintenance Management System.
8. **"Emergency"** shall mean a situation that threatens public, USWSC employee or OWNER health and safety, System Property, and/or as additionally defined by the FDEP.
9. **"ERC's"** shall mean Equivalent Residential Connection as defined by the FPSC.
10. **"FDEP"** shall mean Florida Department of Environmental Protection.
11. **"Field Service"** means work performing meter rereads, meter turn-on & turn-offs, minor repairs to service lines, meter change outs, providing boil water notices and troubleshooting customer or Owner concerns.
12. **"FPSC"** shall mean the Florida Public Service Commission.

13. **“Laboratory Services”** means all laboratory services with a Florida NELAC certified laboratory capable of meeting all Federal Environmental Protection (EPA), Code of Federal Regulations (40 CFR-60.535), Safe Drinking Water Act (SDWA), Clean Water Act (CWA), Florida Department of Environmental Protection (FDEP) Florida Administrative Codes (FAC Chapter 62-160.300) which defines the minimum field and laboratory quality assurance, methodological and reporting requirements, Water Management Districts (WMD), Department of Health (DOH – 64E-1) or any other regulatory agency that has jurisdiction over the facilities for analyzing samples required by permits
14. **“Locates”** means to locate and identify the location of all water distribution & wastewater collections piping systems per Sunshine One-call requirements.
15. **“Maintenance”** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by USWSC to maximize the service life of the equipment, vehicles and facilities.
16. **“Minor Repairs”** repairs that can be performed by the Collection and Distribution Technician, plant operators or maintenance personnel without assistance (Less than \$400.00 in total USWSC expense per incident).
17. **“Major Repairs”** shall mean Capital Improvements and/or repairs \$400.00 or greater.
18. **“Permits”** means according to Florida Administrative Code (FAC) Chapter 62-4 which is FDEP's general authority to issue permits and Florida Administrative Code (FAC) Chapter 62-620 which establishes the procedures to obtain a permit to construct operate or modify domestic and industrial wastewater facilities. 40 CFR 122.41 which describes applicable to all permitting.
19. **“PM”** shall mean Preventive Maintenance.
20. **“Regulatory Fees”** means cost of fees related to permit renewals, modifications and/or revisions to permits for the Water Management District, FDEP, DOH, County and/or City and any other regulatory entity fees.

21. **“Repairs”** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, or facilities, or some component thereof.
22. **“Reporting”** means Florida Department of Environmental Protection (FDEP) Reporting – Daily operational reports, Monthly Operating Reports (MOR), Discharge Monitoring Reports (DMR), minor revisions to operating permits, construction permits, monitoring plans such as bacteriological sampling plans, cross-connection plans, water system flushing plans, lead & copper sampling plan, bio-solids annual reports, abnormal events, boil water notices, Consumer Confidence Reports (CCR) and review of inspection reports and response.

Water Management District Reporting – Annual reporting of flows on the Consumptive and Water Use Permits (CUP) (WUP), per Florida Statutes (Chapters 120 and 373) and Florida Administrative Code (Chapters 40D-1 and 40D-2); Complying with Environmental Resource Permits (ERP) Part IV of Chapter 373, Florida Statutes and Well Construction Permits Chapter 40D-3, F.A.C.

Public Service Commission (PSC) - conduct ongoing audits and report annually to the PSC per FAC Chapter 25-30 for water and wastewater utility systems.

23. **“Safety”** means USWSC will implement and maintain an employee safety program in compliance with all Occupational Safety and Health Administration (OSHA) laws and regulation specified in OSHA 1910 which is designed to provide a safe and healthful workplace. Provide all necessary equipment to employees to perform their tasks in a safe and efficient manner. USWSC will make recommendations to the owner regarding the need if any, for the owner to rehabilitate, expand or modify the system to comply with governmental safety regulations applicable to USWSC operations hereunder and with federal regulations promulgated pursuant to the American with Disabilities Act (ADA).
24. **“Sampling”** means taking all daily, weekly, monthly, quarterly, annual and tri-annual samples and any retake samples required by FDEP Permit and Florida Administrative Code (FAC) 62-601, which establishes minimum requirements for monitoring of domestic wastewater facilities and EPA’s 40 CFR Part 136.

25. **“System”** means all equipment, vehicles, grounds, rights-of-way, wells and facilities, lines, meters related to water and/or wastewater service delivery.
26. **“Training”** means training and education for appropriate personnel in all necessary areas of modern water/wastewater process control, operations, maintenance, safety and supervisory skills. All operators employed for the facility will be trained in drinking water treatment plant operation and/or domestic wastewater treatment plant operator licensed by FDEP. Ensure all personnel have the proper training to perform their jobs safely and efficiently.
27. **“Unforeseen Circumstances”** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the System, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the System, or (v) the failure of OWNER to make any Capital Expenditure previously identified as necessary for the System to attain applicable performance standards, (vi) the failure of the Owner to provide influent within the characteristics as identified herein as necessary for the System to attain applicable performance standards.
28. **“WMD”** shall mean Water Management District.

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## Appendix B – System(s) Descriptions

### SYSTEM CHARACTERISTICS WASTEWATER

B.1. The Wastewater System has the following design characteristics:

1. Number of Wastewater Treatment Plants: **One**
2. Current ERC's: **186**
3. Capacity: **40,000 GPD**
4. Maximum Number of ERC's: **186**
5. Effluent Disposal: **2 RIBs**
6. County Interconnect: Yes \_\_\_ NO **XX**
7. Other Interconnect: **NONE**
8. **Lift Stations:** **4**
9. **Feet of Pipe:**
10. **Manholes:**

B.2 The Base Fee for services under this contract is based on baseline of 186 ERC's.

B.3 Description of Plant - This is an existing 0.050 mgd annual average (AADF) permitted capacity extended aeration domestic wastewater treatment plant (Permit # FLA010521) consisting of aeration, secondary clarification, basic chlorination with effluent disposal to a spray field of 3.2 acres with a rapid infiltration basins with a total wetted area of 0.080 acres with a capacity of 0.013 MGD and aerobic digestion of residuals.

### SYSTEM CHARACTERISTICS WATER

B.4. The Water System has the following design characteristics:

1. Number of Water Treatment Plants: **One**
2. Current ERC's: **186**
3. Capacity: **20.4 mgd**
4. Maximum Number of ERC's: **186**
5. County Interconnect: Yes \_\_\_ NO **XX**
6. Other Interconnect: **NONE**
7. **Watermain:**
8. **Meters:** **186**
9. **Hydrants:**

**10. Valves:**

- B.5 The initial Base Fee for services under this contract is based on baseline of 720 ERC's.
  
- B.6 Description of Water Plant – Consumptive Use Permit No. 6781. The Florida PWS ID # 355-4028. The system has one water plant, with two wells; Well #1 is a 6" casing 200feet in depth. The total depth of the well is 340 feet. The well was drilled in 1975 and produces 270 gpm. Well #2 is a 8" casing 191feet in depth. The total depth of the well is 330 feet. The well was drilled in 1999 and produces 850 gpm. Disinfection is accomplished with chlorine.

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## **APPENDIX C – Insurance Coverage**

### **USWSC SHALL MAINTAIN:**

1. Statutory Workers' Compensation for all of USWSC' employees at the System as required by the State of Florida.
2. Comprehensive general liability insurance, insuring USWSC negligence, in an amount not less than Two Million Dollars (\$2,000,000) combined single limits for bodily injury and/or property damage; Excess liability in an amount not less than Five Million Dollars (\$5,000,000), and in addition maintain Professional Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000).

### **OWNER SHALL MAINTAIN:**

1. Statutory Workers' Compensation for all of Owner's employees associated with the System as required by the State of Florida.
2. Property damage insurance, or shall self insure, for all property including vehicles owned by OWNER and operated by USWSC under this Agreement if applicable. Any property, including vehicles not properly or fully insured, shall be the financial responsibility of the OWNER.
3. Automobile liability insurance, or self insure, for collision, comprehensive, and bodily injury if system vehicles are provided.

USWSC will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. USWSC may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of OWNER. USWSC and the OWNER, on behalf of themselves and their insurers, waive their rights of subrogation with respect to losses occurring to property of the parties.

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## APPENDIX D – Routine Wastewater Sampling

### Included in Base Contract Services: Wastewater Treatment System

<i>Parameter</i>	<i>Frequency</i>
CBOD	Monthly
TSS	Monthly
Fecal Coliform	Monthly
NO <sub>3</sub>	Monthly
Monitoring Wells	Quarterly

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## APPENDIX E – Routine Water Sampling

### Included in Base Services: Water Treatment System

<i>Parameter</i>	<i>Frequency</i>
Chlorine residuals	Daily
pH	Daily
Total Coliform	Monthly
Lead	Annual
Copper	Annual
TTHM (Stage 1)/ HAA5 (Stage 1)	Annual
TTHM (Stage 2)/ HAA5 (Stage 2)	Annual
Annual Nitrate	Annual
Primary Inorganics	Every Three Years <sup>1</sup>
Secondary Contaminants	Every Three Years <sup>1</sup>
SOC	Every Three Years <sup>1</sup>
VOC	Every Three Years <sup>1</sup>
Gross Alpha	Every Three Years <sup>1</sup>
Radium 226	Every Three Years <sup>1</sup>
Radium 228	Every Three Years <sup>1</sup>
Uranium	Every Three Years <sup>1</sup>

<sup>1</sup> Reduced monitoring can reduce the frequency to every six to nine years

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## **Appendix F – Property Legal Descriptions**

### **Legal Description for Wastewater System in Lake County, FL**

#### Legal Description

S 685 FT OF E 380 FT OF SE 1/4--LESS E 50 FT AND LESS S 25 |  
FT-- |  
ORB 1297 PG 1255 |

### **Legal Description for Water System in Lake County**

Address:100 SHANGRI-LA BLVD LEESBURG FL 34748

#### Legal Description

GOV LOT 9 & 13--LESS N 320 FT & LESS S 325 FT & LESS W 370 |  
FT & LESS CANAL & LESS ANY PART LYING N'LY, W'LY & S'LY OF |  
SAID CANAL--, FROM NW COR OF GOV LOT 9 RUN N 89DEG 59MIN |  
40SEC E 1542.48 FT TO E'LY R/W OF HARBOR SHORES RD, S 33 FT |  
FOR POB, CONT S 00DEG 28MN 58SEC W 138 FT, N 89DEG 31MIN |  
02SEC W 58 FT, S 00DEG 28MIN 58SEC W 136 FT TO N SIDE OF |  
CANAL & PT A, BEG AGAIN AT POB, RUN N 89DEG 59MIN 40SEC E S |  
R/W 177.17 FT, S 00DEG 28MIN 58SEC W 272 FT TO N SIDE OF |  
CANAL, W'LY ALONG N SIDE OF CANAL 235.17 FT TO PT A |  
ORB 1297 PG 1255 |

## **APPENDIX G – Hourly Rate Structure**

See Attachment G

Rates can be utilized for services out of the scope of base contract.

## **APPENDIX H – Service Maps**

### **SERVICE MAPS TO Be Attached for Each System**

END DOCUMENT