

ORIGINAL

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OF COUNSEL:
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GOVERNMENTAL CONSULTANTS:
PATRICK R. MALOY
AMY J. YOUNG

September 17, 1998

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

HAND DELIVERY

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 the following documents:

1 Original and fifteen copies of Lindrick Service Corporation's Motion for Leave to File Amended Petition for Limited Proceeding to Implement Two-Step Increase in Wastewater Rates and attached Amended Petition of Lindrick Service Corporation for a Limited Proceeding to Implement a Two-Step Increase in Wastewater Rates.

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,

[Handwritten signature]
Kenneth A. Hoffman

KAH/rl
Enclosures
cc: Parties of Record
Trib.3

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10240 SEP 17 98

FPSC-RECORDS/REPORTING

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Amended Petition of Lindrick)
Service Corporation for a Limited)
Proceeding to Implement a Two-Step)
Increase in Wastewater Rates.)
_____)

Docket No. 980242-SU

Filed: September 17, 1998

**LINDRICK SERVICE CORPORATION'S
MOTION FOR LEAVE TO FILE AMENDED
PETITION FOR LIMITED PROCEEDING TO IMPLEMENT
TWO-STEP INCREASE IN WASTEWATER RATES**

Lindrick Service Corporation ("Lindrick"), by and through its undersigned counsel and pursuant to Rule 28-106.202, Florida Administrative Code, hereby moves for leave to file its attached proposed Amended Petition for a Limited Proceeding to Implement a Two-Step Increase in Wastewater Rates. In support of this Motion, Lindrick states as follows:

1. On February 12, 1998, Lindrick filed a Petition for A Limited Proceeding to Implement a Two-Step Increase in Wastewater Rates ("Petition"). At the time of the filing of its Petition, Lindrick anticipated reaching an agreement with the City of New Port Richey ("City") for the purchase of the City's wastewater treatment service. Under the then-contemplated agreement, the City would take Lindrick's effluent "as is" and Lindrick would undertake collection system improvements necessary to reduce the chloride level of the effluent after Lindrick's wastewater flow was diverted to the City's wastewater treatment facilities. Based on the these circumstances as they existed at that time, Lindrick's Petition requested: (a) an emergency increase in its wastewater treatment rates of 47.13% intended to allow Lindrick to recover the costs of wastewater treatment by the City and the cost of interconnection to the City's system; and (b) a subsequent total percentage increase in wastewater treatment rates of 130.12%, to allow Lindrick to recover the

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anticipated costs of improvements to Lindrick's wastewater collection system, removal of its wastewater treatment facility from service and conversion of the facility to a master lift station and flow equalization facility.

2. Subsequent to the filing of Lindrick's Petition, negotiations between Lindrick and the City concerning wastewater treatment issues continued for a number of months. Lindrick also had challenged a Notice of Violation and Orders for Corrective Action issued by the Florida Department of Environmental Protection ("DEP") on January 13, 1998. Ultimately, a bulk wastewater agreement between the City and Lindrick was approved by the City Council on May 19, 1998 (the "Agreement"). In addition, Lindrick resolved issues pending with DEP by agreeing to a Consent Order issued June 26, 1998.

3. Under the Agreement, commencement of bulk wastewater treatment of Lindrick's effluent is conditioned on proof from Lindrick's engineer that the chloride levels in Lindrick's effluent do not exceed 600 mg/L. In addition, subsequent to commencement of bulk wastewater treatment service from the City, and pursuant to specific terms of the Agreement and Consent Order, Lindrick is required to: (a) complete wastewater collection system improvements to reduce chloride levels to below 600 mg/L by May 19, 1998, and below 400 mg/L by May 19, 2000; (b) remove the treatment plant from service no later than May 19, 1999; and (c) retrofit the plant to a master lift station to equalize flows to the City's wastewater treatment facilities.

4. Based on the above-described change in circumstances reflected in the Agreement and Consent Order, Lindrick requests permission to file the attached Amended Petition for Limited Proceeding to Implement a Two-Step Increase in Wastewater Rates. Under its Amended Petition, Lindrick now seeks a "Phase 1" increase in rates (on a non-emergency basis) to recover the costs of

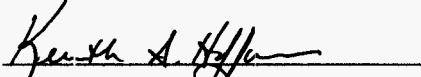
the initial collection system improvements required by the Agreement and the cost of purchasing wastewater treatment service from the City. This Phase I increase is intended to permit Lindrick to recover the cost of collection system improvements necessary to reduce chloride levels to 600 mg/L and the cost of wastewater treatment purchased from the City, per the Agreement.

5. Pursuant to the Amended Petition, Lindrick also requests a "Phase 2" final increase in wastewater rates to allow recovery of reasonable and prudently incurred costs, including the following costs incurred by Lindrick to comply with the terms and conditions of the Consent Order between Lindrick and DEP: (a) the total costs of collection system improvements necessary to reduce chloride levels below 400 mg/L; (b) the costs to remove the treatment plant from service on or before May 19, 1999; and (c) the cost of the retrofit of Lindrick's wastewater treatment plant to a master lift station to equalize flows to the City upon submission of an abandonment plan to DEP.

6. Pursuant to the Amended Petition, the Phase I increase in wastewater revenue requirements has increased approximately \$288,000; however, the final requested revenue requirement under Lindrick's Amended Petition remains virtually the same as the original Petition.

WHEREFORE, for the foregoing reasons, Lindrick respectfully requests the Prehearing Officer to enter an Order granting this motion and authorizing the filing of Lindrick's proposed Amended Petition for a Limited Proceeding to Implement A Two-Step Increase in Wastewater Rates in this docket.

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Underwood, 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 U. S. Mail to the following this 17th day of September, 1998:

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.

Lind.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: September 17, 1998
_____)

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

Lindrick Service Corporation ("Lindrick"), by its undersigned counsel and pursuant to Sections 367.081 and 367.0822, Florida Statutes, hereby files this Amended Petition requesting the Commission to conduct a limited proceeding to implement a two-step increase in Lindrick's rates for wastewater service to its customers in Pasco County, Florida, and states:

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 Petition should be provided to the following attorneys on behalf of Petitioner:

Kenneth A. Hoffman, Esq.
John R. Ellis, Esq.
Rutledge, Ecenia, Underwood, 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.

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)

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.

a Bulk Wastewater Agreement between the City of New Port Richey ("City") and Lindrick approved by the City Council on May 19, 1998; and (c) a Consent Order issued by DEP on June 26, 1998 resolving the issues raised in DEP's January 13, 1998 Notice of Violation and Orders for Corrective Action.

8. 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. A copy of the DEP Notice is attached hereto as Appendix 1.

9. 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.

10. 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.

11. DEP advised Lindrick that the first option is 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.

12. Since the filing of its original Petition for Limited Proceeding in February 1998, Lindrick has engaged in extensive negotiations with the City which were successfully culminated in the May 19, 1998 Bulk Wastewater Agreement. Lindrick also has reached agreement with DEP resulting in the June 26, 1998 Consent Order. Attached as Appendix 2 to this Amended Petition is a Revised Special Report which includes: (a) an executive summary of the rate relief requested in this Amended Petition and the grounds supporting the request; (b) an executed copy of the May 19, 1998 Bulk Wastewater Agreement (Exhibit B to the Revised report); (c) an executed copy of the June 26, 1998 Consent Order (Exhibit C to the Revised Report); and (d) Revised Schedule Nos. 1-11 reflecting, inter alia, the reasonable and prudent costs to comply with the requirements of the Bulk Wastewater Agreement and the Consent Order, as well as present and proposed rates.

13. Pursuant to the Bulk Wastewater Agreement, Lindrick is required to make substantial improvements to its collection system prior to the commencement of bulk service by the City. Specifically, Lindrick is required to 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 as a precondition to sending its effluent to the City. Once Lindrick satisfies this condition, it is authorized to purchase bulk wastewater treatment service at the rate of \$2.35 per 1,000 gallons.

14. In addition, under the Bulk Wastewater Agreement and Consent Order, Lindrick must incur additional investments and costs for:

(a) collection system rehabilitation and improvements necessary to reduce chloride levels to below 600 mg/L by May 19, 1999, and below 400 mg/L by May 19, 2000;

(b) removal of Lindrick's wastewater treatment plant from service no later than May 19, 1999; and

(c) retrofit of Lindrick's wastewater treatment plant to a master lift station to equalize effluent flows to the City.

15. Lindrick requests a two-step rate increase in wastewater rates. The Phase 1 increase would allow Lindrick to recover the costs of: (a) the necessary collection system improvements to reduce chloride levels in the collection system to a maximum of 600 mg/L; and (b) bulk wastewater treatment service purchased from the City pursuant to the Bulk Wastewater Agreement. Lindrick is in the process of completing such collection system improvements. As of this date, Lindrick has reduced chloride levels in its collection system from approximately 1400 mg/L to approximately 900 to 1,000 mg/L. Lindrick requires approval of its Phase I increase in rates prior to diverting its wastewater effluent flows to the City for bulk wastewater treatment service. Lindrick requests that the Commission approve the proposed Phase I increase in rates within the next sixty (60) days, with such Phase I increase subject to and effective on the date Lindrick files the documentation required under the Bulk Wastewater Agreement confirming that chloride levels do not exceed 600 mg/L with the Commission. The revenue requirements associated with the Phase 1 costs represent an 84.95% increase over existing rates.

16. The Phase 2 final increase is intended to allow Lindrick to recover 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; the costs of abandonment of the wastewater treatment plant; and, the cost to retrofit the plant to a master lift station for flow equalization. Total revenue requirements associated with the Phase 1 and Phase 2 costs represent a 131.55% increase over existing rates.

17. Exhibit A to the Revised Special Report reflects the cost estimates from H₂O Utility Services for the Phase 1 wastewater collection system improvements. These Phase 1 costs, including a contingency factor of 10%, total \$1,186,373. Exhibit A to the Revised Special Report also reflects the cost estimates from H₂O Utility Services for the wastewater collection system improvements and conversion of the plant to a master pump station and flow equalization facility included in Phase 2 of the requested increase in rates. These Phase 2 costs, including a contingency factor of 10%, total \$1,621,879. As shown on Schedule No. 9, Phase 1 and Phase 2 costs total \$2,808,252.

18. The schedules in the Revised Special Report contain the following information:

Schedule No. 1 - Executive Summary of Request for two-step increase in wastewater rates.

Schedule No. 2 - Summary of additional revenue requirements and proposed percentage increase to existing rates for Phase 1 and Phase 2.

Schedule No. 3 - Schedule of present and proposed Phase 1 and Phase 2 rates.

Schedule No. 4 - Summary of adjustments to operations and maintenance ("O&M") expenses arising from purchase of bulk wastewater treatment service from the City and abandonment of Lindrick's wastewater treatment plant for the year-ended December 31, 1997. The adjustments

reflect a net increase in O&M expenses of \$353,482 for Phase I and a total net O&M expense increase of \$364,732 for final rates.

Schedule No. 5 - Schedule of purchased wastewater treatment costs and gallons treated and sold for the year ended December 31, 1997 at the rate of \$2.85/1,000 gallons per the Bulk Wastewater Agreement. The total estimated cost of wastewater treatment from the City is \$476,811.

Schedule No. 6 - Estimated changes in taxes other than income taxes for the Phase 1 and Phase 2 increases. This schedule reflects an increase in tax expense (other than income taxes) of \$21,392 for the Phase 1 increase and a total increase to tax expense (other than income taxes) of \$54,268 for Phase 2 final rates.

Schedule No. 7 - Estimated income taxes associated with collection system improvements for the Phase 1 and Phase 2 increases. This schedule reflects an increase in income taxes of \$38,469 for Phase 1 and a total increase of \$91,685 for Phase 2 final rates.

Schedule No. 8 - Annual depreciation expense on wastewater collection system improvements. This schedule shows increased annual depreciation expense of \$98,246 for Phase 1 and a total annual depreciation expense increase of \$214,868 for Phase 2 final rates.

Schedule No. 9 - Discussed under paragraph 17 above.

Schedule No. 10 - Applying the Commission approved rate of return of 9.76% to the net additional investment, this schedule shows a required additional rate of return of \$106,201 for Phase 1 and a total required additional rate of return of \$253,114 for Phase 2 final rates.

Schedule No. 11 - Schedule of annual wastewater revenue for the year ended December 31, 1997 and the twelve months ended June 30, 1999.

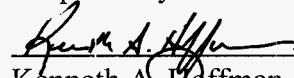
19. Revised tariff sheets for the Phase 1 and Phase 2 increases in Lindrick's wastewater rates, in the proposed amounts, are attached to this Amended Petition as Appendix 3 and Appendix 4, respectively.

20. Lindrick requests that the Commission consider these matters in a limited proceeding and grant: (a) the requested Phase I increase in rates so that Lindrick may commence the purchase of wastewater treatment service from the City; and (b) the requested Phase 2 final increase in 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.

WHEREFORE, Lindrick requests that this Commission:

1. Grant its requested Phase 1 increase in its wastewater rates of 84.95% within the next sixty (60) days, with such Phase I increase subject to and effective on the date Lindrick files the documentation required under the Bulk Wastewater Agreement confirming that chloride levels do not exceed 600 mg/L with the Commission;
2. Grant its requested Phase 2 final increase in its wastewater rates of 131.55%;
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, Underwood, Purnell & Hoffman, P.A.

P. O. Box 551

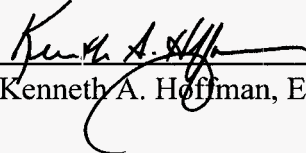
Tallahassee, FL 32302

(850) 681-6788 (Telephone)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery to the following this 17th day of September, 1998:

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.

Lind2.Pet

RECEIVED JAN 14 1998

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 1					
Fax #	0	Fax #	1		

Exhibit F
Page 1 of 17

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 $\mu\text{g/l}$ 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 *Mysidopsis 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.

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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

LINDRICK SERVICE CORPORATION

LIMITED PROCEEDING

DOCKET NO. 980242-SU

REVISED SPECIAL REPORT

SEPTEMBER 3, 1998

APPENDIX 2

Lindrick Service Corporation
Limited Proceeding to Recognize Purchased Wastewater Costs and
Collection System Improvements
Revised Special Report
Docket No. 980242-SU

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2	4	Additional Revenue Requirements and Proposed Increases to Existing Rates for City of New Port Richey, Purchased Wastewater and Collection System Improvements
3	5	Present and Proposed Rates
4	6	Estimated Change in Operation and Maintenance Expenses for City of New Port Richey Bulk Wastewater Treatment
5	7	Schedule of Purchased Wastewater Treatment Costs and Gallons Treated & Sold by Month
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C	35-49	Executed Copy of Consent Order Between Florida Department of Environmental Regulation and Lindrick Service Corporation
D	50-69	Estimated Reduction in Contract Services - Other

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

September 16, 1998

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 and collection system improvements.

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 to Recognize Purchased Wastewater Costs and
Collection System Improvements
Docket No. 980242-SU

Executive Summary

This Special Report was prepared to revise the Limited Proceeding rate increases requested in this Docket as set forth in Lindrick Service Corporation's (Utility or Company) petition filed with the Commission on February 12, 1998. Exhibit 1 filed with the petition was a Special Report dated January 28, 1998, which formed the basis of the Utility's original request for increased rates.

Because of changed circumstances related to the Bulk Wastewater Agreement between the City of New Port Richey (City) and Lindrick Service Corporation, this Special Report has been prepared to modify the Utility's original rate request. Except as set forth below, all other information contained in the Executive Summary of Exhibit 1, as previously filed, is accurate.

At the time of the original filing, negotiations between the City and Lindrick had progressed to the point where a bulk rate was established and it was anticipated that an agreement and tie-in with the City was imminent. As such, the City would take Lindrick's effluent "as is," with a reduction in chloride levels via collection system improvements after wastewater flow was diverted to the City's treatment facility. As negotiations dragged on, it became apparent that a reduction in chloride levels would be required as a pre-condition to a tie-in with the City. Thus, substantial improvements to Lindrick's collection system would be required prior to the commencement of bulk service. The Commission Staff was notified and informed of the delay and conditions encountered with the City in reaching a final agreement. The emergency nature of the Company's original request was no longer existent and a delay in the proceeding was requested until a final agreement was consummated.

On May 19, 1998, the New Port Richey City Council approved a Bulk Wastewater Agreement between the City and Lindrick Service Corporation. A copy of the Agreement is enclosed as Exhibit B. Under the terms of the Agreement, actual connection to the City's force main is conditioned on proof from Lindrick's engineer that the chloride levels in Lindrick's sewer system effluent do not exceed 600 mg/L. The City has no obligation to allow Lindrick to connect to the City's system, absent receipt by the City of such proof. See Section III, page 2, of the Agreement.

Subsequent to connection with the City, the Agreement also requires that Lindrick continue its efforts to reduce chloride levels below 600 mg/L to a level below 400 mg/L. This is necessary to comply with City and State Department of Environmental Regulation (DEP) requirements and standards concerning wastewater effluent chloride levels. See Section III, page 2, of the Agreement.

Enforcement of the Agreement to reduce chlorides to the levels discussed above is accomplished by the term of the Agreement. As provided for in Section VIIE, the initial term of the Agreement is two years and begins once chlorides have been reduced to 600 mg/L and connection is made to the City's system. Within one year of the Agreement date, the chloride levels must be brought down to less than 600 mg/L, in accordance with Section III, or the Agreement terminates and becomes null and void. When Lindrick is in full compliance, it can extend the Agreement up to an additional ten years.

Based on the requirements of the Agreement discussed above, the Limited Proceeding rate request of Lindrick Service Corporation is modified by this Special Report as follows:

1. The emergency rate increase previously requested is now moot and is changed to provide for a non-emergency Phase 1 increase, which includes recovery of the cost of collection system improvements necessary to reduce chloride levels to 600 mg/L. Such investment in system improvements must occur before connection to the City is allowed. These investments are referred to as Phase 1 costs in this Report.
2. A final increase which includes the cost of total collection system improvements necessary to reduce chloride levels below 400 mg/L. The capital costs associated with the final increase are referred to as Phase 2 costs in this Report.
3. Estimated changes to expenses as a result of purchased wastewater treatment have been based on the year ended December 31, 1997, and are not materially different than those contained in the Utility's original filing.

On June 26, 1998, Lindrick entered into a Consent Order with DEP in settlement of DOAH Case No. 98-1226, arising from the DEP Notice of Violation and Orders for Corrective Action. A copy of this Notice was previously included as part of Exhibit 1 originally filed in this Docket. Among other things, the Consent Order provides for the following:

1. Complete the 2-phased wastewater collection system rehabilitation project described above, in order to reduce chloride levels from approximately 1,400 mg/L, to below 600 mg/L by May 19, 1999, and below 400 mg/L by May 19, 2000.
2. Remove the treatment plant from service no later than May 19, 1999, in compliance with the Bulk Service Agreement between Lindrick and the City of New Port Richey.
3. Allows retrofit of the plant to a master lift station to equalize flows to the City upon submission of an abandonment plan to DEP. In no event will the plant function as a wastewater treatment plant once flows are diverted to the City.
4. Requires bimonthly written reports concerning the status and progress of the rehab project milestones for chloride reduction to 1,050 mg/L by August 4, 1998, to 900 mg/L by September 21, 1998, to 750 mg/L by January 28, 1999, and 600 mg/L by May 10, 1999. The reports shall also include a projection of the work to be performed in the following 2-month period subsequent to each bimonthly report submitted.

5. Payment of civil penalties totalling \$35,000 within 40 days of June 26, 1998, and additional civil penalties of \$8,000 per month beginning January 19, 1999. However, if the plant is removed from service by December 31, 1998, Lindrick will be released from any additional monthly payments.

A copy of the Consent Order is included with this report as Exhibit C.

It should be noted that the cost of total collection system improvements is virtually identical to the total project costs originally filed in this case. The only difference now is that the project is divided into two phases, with recovery of Phase 1 capital costs included in rates to be effective upon connection to the City. Final proposed rates are virtually unchanged.

Capital costs for Phases 1 and 2 are based on the engineering estimates of G. Jeffrey Hines, P.E., the Utility's independent consulting engineer. These estimates are included in this Report as Exhibit A.

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. Phase 1 increase		
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. Final increase (completion of Phases 1 and 2)		
14	Operation & Maintenance expense	4	\$ 364,732
15	Depreciation	8	214,868
16	Taxes other than income	6	54,268
17	Income taxes	7	91,685
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>

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	Gallorage 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	Gallorage 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	Gallorage 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	Gallorage 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. Phase 1	
2	A. Salaries & Wages - Employees	
3	Remove salary of plant operator (J. Straight)	<u>\$ (18,720)</u>
4	B. Salaries & Wages - Officers	
5	Remove officer's salary allocated to treatment plant operation	<u>\$ (11,577)</u>
6	C. Employee Pension & Benefits	
7	Remove plant operators medical & life insurance @ \$333/month	<u>\$ (3,996)</u>
8	D. Purchased Wastewater Treatment	
9	Annualized cost of purchased wastewater treatment from City of New Port Richey	
10	(Schedule No. 5) (Exhibit B, original report)	<u>\$ 476,811</u>
11	E. Sludge Removal	
12	Remove 1995 sludge removal expense (1)	<u>\$ (62,900)</u>
13	F. Purchased Power	
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		<u>\$ (22,018)</u>
17	G. Chemicals	
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	<u>\$ 8,257</u>
21	H. Contract Services - Engineering	
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	<u>\$ (3,339)</u>
25	I. Contract Services - Other	
26	Remove outside services related to operation & maintenance of treatment plant (Exhibit D, net of capitalizable amount of \$3,360)	<u>\$ (7,792)</u>
27	J. Insurance - Workmans Comp.	
28	Remove workmans comp. insurance (J. Straight)	<u>\$ (1,244)</u>
29	Total increase in Operation & Maintenance expense	<u>\$ 353,482</u>
30	ii. Final Increase	
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	<u>\$ 364,732</u>

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**

<u>Line No.</u>		<u>Gallons Treated (000)</u>	<u>Gallons Sold (000)</u>
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	<u>18,730</u>	<u>14,153</u>
13	Total	167,302	<u><u>212,276</u></u>
14	City of New Port Richey Bulk Rate (1)	<u>\$ 2.85</u>	
15	Total	<u><u>\$ 476,811</u></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>
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	Phase 1					
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	Phase 2					
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

<u>Line No.</u>		
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.)				1.5000
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.				

EXHIBIT A



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', written over a series of horizontal lines.

G. Jeffery Hines, P.E.
Vice President

GJH:mr
enclosures

cc: Joseph Borda, Lindrick Service Corporation

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
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

EXHIBIT B

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

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
5/20/98
to Mr. Borda
& H. Duemer-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: [Signature]
 Print Name: Margaret E. Mountbain

BY: [Signature]
 JOSEPH BORDA, PRESIDENT

(SEAL)

CITY OF NEW PORT RICHEY, FLORIDA

ATTEST

BY: [Signature]
 JUNE BOTTNER, CITY CLERK

BY: [Signature]
 PETER A. ALTMAN, MAYOR

APPROVED AS TO LEGAL FORM AND CONTENT

BY: [Signature]
 THOMAS K. MORRISON, CITY ATTORNEY

EXHIBIT C



Department of Environmental Protection

Lavton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wetherell
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 Vern, Esq., w/ enclosure
Gary Deremer, H2O Utility Services, Inc., w/ enclosure

Post-It™ brand fax transmittal memo 7671		# of pages > 15
To <i>Bob Nixon</i>	From <i>Joe Borda</i>	
Co.	Co.	
Dept.	Phone #	
Fax # 797-3602	Fax #	

"Protect, Conserve and Manage Florida's ENVIRONMENTAL AND NATURAL RESOURCES

Printed on recycled paper.

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.

*How
small?
this take?*

(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-01-13750
Copper	100		Monthly	ug/L	24 hr FPC	EFA-01-13750

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 62-504.400(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,
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

projection of the work to be performed pursuant to this Consent Order during the following 2 month period. The bimonthly reports shall be submitted to the Department within ten days following the end of the bimonthly period.

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.

14. Within 40 days of the effective date of this Consent Order, Respondent Lindrick shall pay the Department \$35,000. This amount includes \$30,000 in civil penalties for alleged violations of Section 403.161, F.S., and Department's rules and \$5000 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. In addition, Respondent Lindrick shall pay the Department five equal monthly payments of \$8000 in civil penalties beginning on January 19, 1999 and continuing on the 19th day of each following month through May 19, 1999. However, should the Plant be removed from service on or before May 19, 1999, Respondent Lindrick shall be released from the monthly payment due each month in the following manner. In order to be released from the monthly payment of \$8,000, Respondent Lindrick must be sending all of its wastewater to the City of New Port Richey on or before the 19th day of the previous month in which the payment is due except if the Plant is removed from service on or before December 31, 1998. Respondent Lindrick shall be released from any monthly payments. For example, if Respondent Lindrick starts sending all of its

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.

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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.

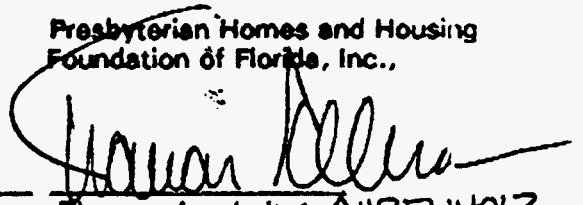
Presbyterian Homes and Housing
Foundation of Florida, Inc.,



Joseph R. Borda,
President



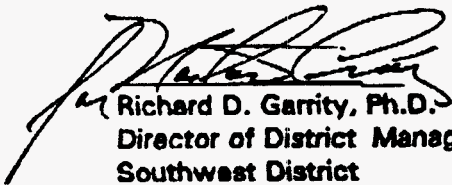
Joseph R. Borda,
Registered Agent



Thomas Arenholz, AHRENHOLZ
Executive Director

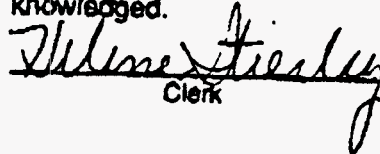
DONE AND ORDERED this 26th day of June, 1998, in Tampa, Florida.

**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.

EXHIBIT D



August 24, 1998

Mr. Robert Nixon
 Cronin, Jackson, Nixon and Wilson, CPA's
 2560 Gulf-to-Bay Blvd., Suite 200
 Clearwater, FL 33765-4411

Re: WWTP 1997 Invoicing for Lindrick Service Corp.

Dear Bob:

Per your recent request, I have researched all the services provided to Lindrick Service Corporation by this firm for fiscal year 1997.

Below you will find a breakdown of each invoice associated with wastewater treatment along with the cost for each expenditure.

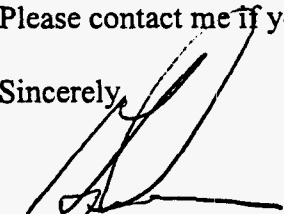
<u>Invoice #</u>	<u>Date Work Performed in 1997</u>	<u>Description</u>	<u>Amount</u>
3367	1/17-1/21	Rpr 3" air leaks in digester air header.	\$475.80
3639	2/26	Emergency call. Replace burned out 60 hp motor. Worked on skimmer @ N Clarifier.	224.00
*3643	3/3-3/7	Replace diffusers, valves & fittings. Reduce Toxicity.	3,360.00
3837	3/3	Sample mixed liquor concentrations.	34.00
3595	3/7	Relief Operator @ WWTP - 6 hrs.	204.00
3691	3/8-3/9	Emergency call. Clarifier rake drive unit down. Pump down clar. Repl split bearing on u/shaft. Pumped clar empty, clean, inspect drive & scrapper unit.	2,467.16
3835	3/14	Sample for toxicity reduction.	197.00

3925	3/16	Repiped skimmer N Clarifier.	137.00
3888	3/20	Inst skimmer brac N Clarifier.	147.78
4073	5/08	Rpr new bar screen @ headworks.	431.49
4157	5/17	Inst gear & align sprockets S Clarifier.	140.00
4292	5/12-5/17	Relief Operator @ WWTP – 10 hrs.	280.00
4343	6/2	Rpr drive sprocket @ N Clarifier.	280.00
4352	6/12	Remove old blower hoods, inst new hoods.	364.00
4515	6/20-6/23	3-Day Emergency calls to WWTP. Pumped down S Clar, rpr broken flyght board, repl broken drive sproc & inst new split bearing.	1,428.00
4535	6/26	Inst skimmer brac on S Clarifier.	171.36
4904	7/07	Reimb. H ₂ O for new motor - Reuse Pump.	337.23
4612	7/07	Replace Reuse Pump motor, Repair skimmer on N Clarifier,	267.00
			<u>\$11,151.82</u>

***This expense should be capitalized.**

Please contact me if you have any questions or require further information.

Sincerely,



Gary Deremer
President

cc: Joseph Borda, Lindrick Service Corp.



UTILITY SERVICES, INC.
1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

(813) 938-6463

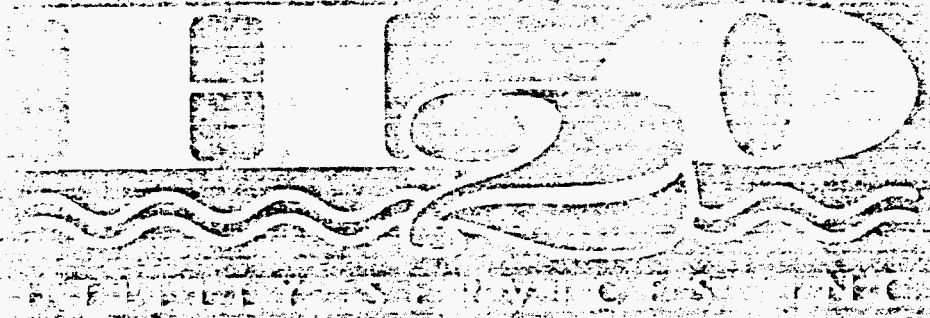
invoice

INVOICE NO.	INVOICE DATE
13367	02/10/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	02/10/97	03/12/97	GD
TERMS	NOTES		
NET 30			

REFERENCE	DESCRIPTION	AMOUNT
	1/17/97 to 1/21/97	
	Repaired 3" air leaks in digester air header at WWTP.	
	Labor:	
	2 men 7 hrs. each @ \$28.00/hr.	392.00
	Materials & handling:	
	(4) 3" comp. coup. and misc. fittings	63.80



SSAGE:	SUBTOTAL	475.80
	SALES TAX	0.00
	SHIPPING	0.00
LINDRICK	TOTAL	475.80



UTILITY SERVICES, INC.

1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
3639	03/15/97

SOLD TO:
 Lindrick Service Corporation
 P.O. Box 1176
 New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	03/15/97	04/14/97	GD
TERMS	NOTES		
NET-30			

REFERENCE	DESCRIPTION	AMOUNT
	2/26/97 Emergency call to WWTP. Found 60hp motor burned out. Installed new 60 hp motor supplied by Lindrick personnel. While on-site, worked on skimmer at north clarifier.	
	Labor: 1 man 8 hr. @ \$28.00/hr.	224.00



USAGE:	SUBTOTAL	224.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	224.00



UTILITY SERVICES, INC.

1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
3643	03/15/97

SOLD TO:

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

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	03/15/97	04/14/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
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3/3/97 to 3/7/97 Replaced approximately 80 diffusers at WWTP along with valves and fittings as necessary. All materials supplied by Lindrick Services. This was necessary to reduce toxicity associated with amonia and to increase oxygen transfer rates.

Labor:

2 men 60 hrs. each @ \$28.00/hr.

3,360.00

MESSAGE:

SUBTOTAL	3,360.00
SALES TAX	0.00
SHIPPING	0.00
TOTAL	3,360.00

LINDRICK

54

ACCOUNTING



1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
3897	04/15/97

OLD TO:
Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	04/15/97	05/15/97	GD
TERMS	NOTES		
NET 30			

REFERENCE	DESCRIPTION	AMOUNT
	3/3/97 Sampled WWTP for mixed liquor concentrations.	
	(1) Certified operator 1 hr. @ \$34.00/hr.	34.00



MESSAGE:	SUBTOTAL	34.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	34.00



1518 U.S. Highway 19 • Suite C
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(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
3595	03/15/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	03/15/97	04/14/97	GD

TERMS	NOTES
NET 30	

REFERENCE #	DESCRIPTION	AMOUNT
	Provided relief operations at WWTP while Jim Straight was on vacation 3/7/97.	
	(1) Certified operator 6 hrs. @ \$34.00/hr.	204.00

SSAGE:	SUBTOTAL	204.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	204.00



1518 U.S. Highway 19 • Suite C
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invoice

INVOICE NO.	INVOICE DATE
3691	03/24/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	03/24/97	04/23/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
	3/8/97 to 3/9/97 Emergency call to WWTP. Found clarifier rake drive unit down. Pumped down clarifier. Replaced split bearing on upper shaft. Pumped clarifier empty and cleaned and inspected entire drive and scrapper unit.	
	Labor: 3 men 28 hrs. @ \$28.00/hr.	2,352.00
	Pump rental reimbursement.	80.16
	Use of (2) H2O owned pumps. (no charge)	
	Misc. stainless steel nuts/bolts	35.00

MESSAGE:	SUBTOTAL	2,467.16
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	2,467.16



UTILITY SERVICES, INC.

1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
3835	04/15/97

OLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	04/15/97	05/15/97	GD

TERMS	NOTES
NET 30	--

REFERENCE	DESCRIPTION	AMOUNT
	3/14/97 Performed sampling at WWTP associated with toxicity reduction.	
	(1) Nitrogen series @ \$70.00	70.00
03-1	(1) NO3 @ \$13.00	13.00
02-1	(1) NO2 @ \$13.00	13.00
	(1) Total nitrogen @ \$50.00	50.00
	Labor:	
	1 certified operator 1.5 hrs. @ \$34.00/hr	51.00

PAGE:	SUBTOTAL	197.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	197.00

LINDRICK



UTILITY SERVICES, INC.

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invoice

INVOICE NO.	INVOICE DATE
3925	04/21/97

SOLD TO:

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

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	04/21/97	05/21/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
	3/16/97 Repiped skimmer on north clarifier at WWTP.	
	Labor: 2 men 2 hrs. each @ \$28.00/hr.	112.00
	Materials & handling: 3" PVC parts and pipe	25.00

MESSAGE:	SUBTOTAL	137.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	137.00



1518 U.S. Highway 19 • Suite C
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invoice

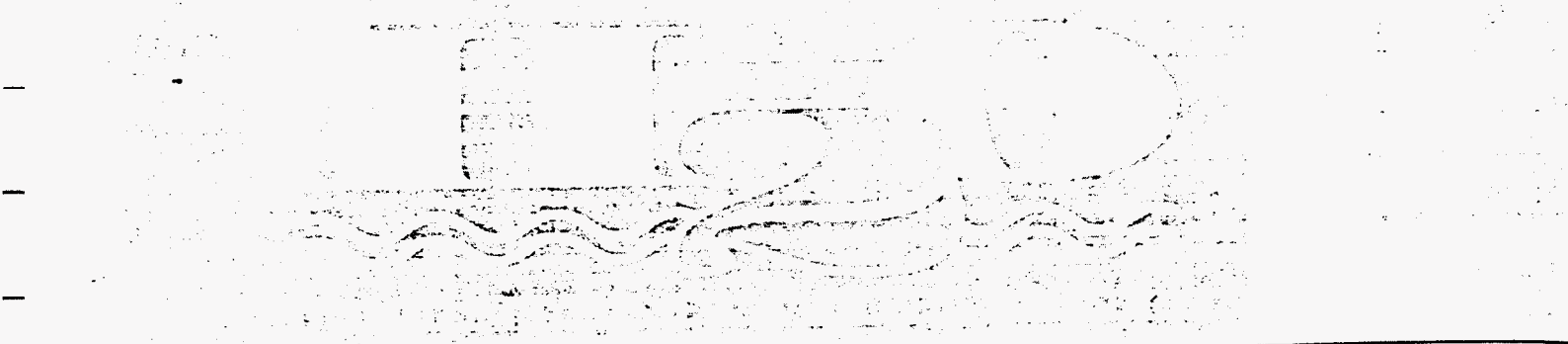
INVOICE NO.	INVOICE DATE
3888	04/21/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	04/21/97	05/21/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
	3/20/97 Installed skimmer bracket at North clarifier at WWTP.	
	Labor: 2 men 2 hrs. each @ \$28.00/hr.	112.00
	Materials & handling: stainless steel bracket	35.78



SSAGE:	SUBTOTAL	147.78
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	147.78



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invoice

INVOICE NO.	INVOICE DATE
4073	05/18/97

SOLD TO:

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

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	05/18/97	06/17/97	GD

TERMS

NOTES

NET 30

REFERENCE	DESCRIPTION	AMOUNT
	5/8/97 Installed new bar screen at headworks of WWTP. This should reduce the debris that accumulates on diffusers.	
	2 men 4 hrs. each @ \$28.00/hr.	224.00
	Materials & handling: Aluminum bar screen	207.49

SSAGE:

SUBTOTAL	431.49
SALES TAX	0.00
SHIPPING	0.00
TOTAL	431.49

LINDRICK

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UTILITY SERVICES, INC.
1518 U.S. Highway 19 • Suite C
Holiday, Florida 34691

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invoice

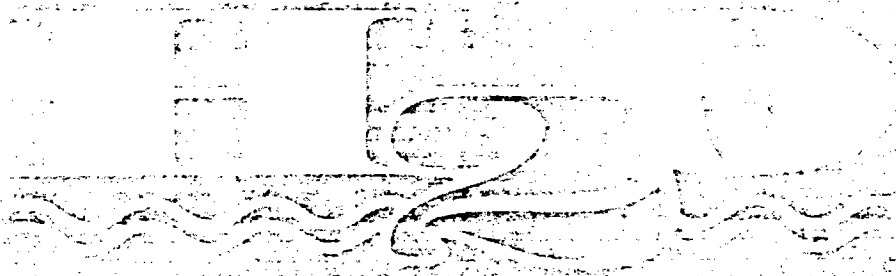
INVOICE NO.	INVOICE DATE
4157	06/15/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	06/15/97	07/15/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
	5/17/97 Installed gear and aligned sprockets on south clarifier at WWTP.	
	Labor: 2 men 2.5 hrs. each @ \$28.00/hr.	140.00



MESSAGE:	SUBTOTAL	140.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	140.00



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invoice

INVOICE NO.	INVOICE DATE
4292	06/15/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	06/15/97	07/15/97	GD

TERMS	NOTES
NET 30	

REFERENCE #	DESCRIPTION	AMOUNT
	Provided relief operations at WWTP while Jim Straight was on vacation.	
	5/12/97 2 hours	
	5/13/97 2 hours	
	5/14/97 2 hours	
	5/15/97 2 hours	
	5/16/97 1 hour	
	5/17/97 1 hour	
	Total 10 hours @ \$28.00/hr.	280.00



SSAGE: LINDRICK	SUBTOTAL	280.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	280.00

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Holiday, Florida 34691

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invoice

INVOICE NO.	INVOICE DATE
4343	06/24/97

SOLD TO:

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

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	06/24/97	07/24/97	GD
TERMS		NOTES	
NET 30			

REFERENCE	DESCRIPTION	AMOUNT
	6/2/97 Repaired drive sprocket on North Clarifier at WWTP.	
	Labor: 2 men 5 hrs. each @ \$28.00/hr.	280.00
	Materials supplied by Lindrick.	

MESSAGE:	SUBTOTAL	280.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	280.00

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UTILITY SERVICES, INC.

1518 U.S. Highway 19 • Suite C
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(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
4352	06/24/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	06/24/97	07/24/97	GD

TERMS	NOTES
NET 30	

REFERENCE	DESCRIPTION	AMOUNT
	6/12/97 Assisted Lindrick personnel. Removed old blower hoods and installed new hoods. Materials supplied by Lindrick.	
	Labor: 2 men 6.5 hrs. each @ \$28.00/hr.	364.00



MESSAGE:	SUBTOTAL	364.00
	SALES TAX	0.00
	SHIPPING	0.00
	TOTAL	364.00

LINDRICK

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invoice

INVOICE NO.	INVOICE DATE

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	7/20/97	8/27/97	GD

TERMS	NOTES
0.00% NET 30	

REFERENCE	DESCRIPTION	AMOUNT
8/20/97 to 8/25/97	Emergency call to WWTP. Pumped down south clarifier and repaired broken Flygt board. Replaced broken drive sprocket and installed new split bearing. All materials & pumps supplied by Lindrick Service Corp.	
	Labor: 2 men 25.5 hrs. each @ \$28.00/hr.	1,428.00



SSAGE:	SUBTOTAL	
	SALES TAX	
	SHIPPING	
	TOTAL	1,428.00

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UTILITY SERVICES, INC.
1518 U.S. Highway 19 • Suite C
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(813) 938-6463

invoice

INVOICE NO.	INVOICE DATE
0000000000	07/25/97

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	7/26/97	8/23/97	GD

TERMS	NOTES
2.00/0 NET 30	

REFERENCE	DESCRIPTION	AMOUNT
6/26/97	Installed skimmer bracket on the south clarifier at WWTP.	
	Labor: 2 men 2 hrs. each @ \$28.00/hr.	112.00
	Materials & handling: Stainless steel bracket	59.36



SSAGE:	SUBTOTAL	
	SALES TAX	
	SHIPPING	
	TOTAL	171.36

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invoice

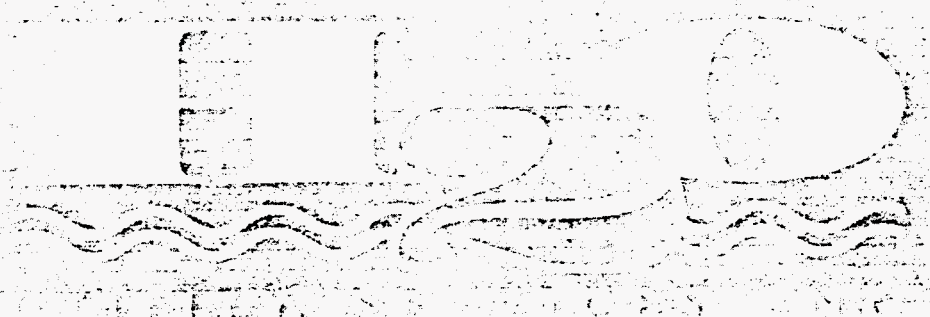
INVOICE NO.	INVOICE DATE

SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	10/15/97	11/12/97	ed

TERMS	NOTES
2.00% NET 30	

REFERENCE	DESCRIPTION	AMOUNT
7/7/97	Reimbursement - Supplied new motor for reuse pum at WWTP.	337.23



SSAGE:	SUBTOTAL	
	SALES TAX	
	SHIPPING	
	TOTAL	337.23

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UTILITY SERVICES, INC.

1518 U.S. Highway 19 • Suite C
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invoice

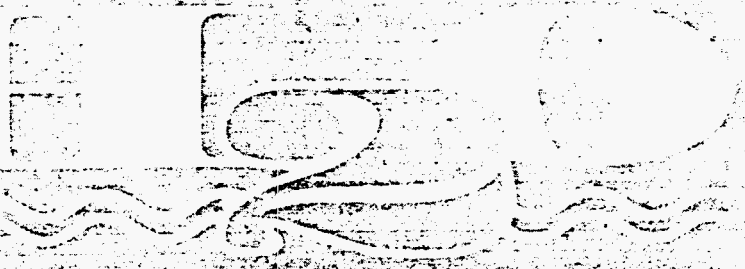
INVOICE NO. 00001812	INVOICE DATE 7/28/97
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SOLD TO: Lindrick Service Corporation
P.O. Box 1176
New Port Richey, FL 34656-1176

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	AUTHORIZATION
	7/28/97	8/28/97	GD

TERMS	NOTES
3.00/0 NET 30	

REFERENCE	DESCRIPTION	AMOUNT
77797	Replaced reuse pump motor and repaired skimmer on north clarifier.	
	Labor: 2 men 4.5 hrs. @ \$28.00/hr.	252.00
	Materials & handling: misc. materials & supplies	15.00



SSAGE:

69

SUBTOTAL	
SALES TAX	
SHIPPING	
TOTAL	267.00

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (SEWER)

RATE SCHEDULE RS

AVAILABILITY Available throughout the area served by the company.

APPLICABILITY For water service for all purpose in private residences and individually metered apartment units.

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

RATE Base Facility Charge (Monthly)

All meter sizes	19.43
Gallage charge per 1,000 gallons (maximum 10,000 gallons)	3.88

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 _____, 1998
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda,
Owner

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"	\$ 19.44
	1"	48.62
	1-1/2"	97.14
	2"	155.62
	3"	311.23
	4"	486.29
	6"	972.52
	8" (Compound)	1,555.32
	8" (Turbine)	1,749.90

Gallage charge per 1,000 gallons \$3.88

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 _____, 1998
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda,
Owner

LINDRICK SERVICE CORPORATION TARIFF

RESIDENTIAL SERVICE (SEWER)

RATE SCHEDULE RS

AVAILABILITY Available throughout the area served by the company.

APPLICABILITY For water service for all purpose in private residences and individually metered apartment units.

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

RATE Base Facility Charge (Monthly)

All meter sizes	\$24.34
Gallage charge per 1,000 gallons (maximum 10,000 gallons)	\$ 4.86

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 _____, 1998
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda,
Owner

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"	\$24.34
	1"	60.87
	1-1/2"	121.61
	2"	194.83
	3"	389.65
	4"	608.81
	6"	1,217.56
	8" (Compound)	1,947.20
	8" (Turbine)	2,190.81

Gallorage charge per 1,000 gallons \$4.86

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 _____, 1998
1998 Limited Proceeding (Docket No. 980242-SU)

Joseph R. Borda,
Owner