

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase
in wastewater rates in Monroe
County by K W Resort Utilities Corp.

Docket No.: 20170141-SU

_____ /

DIRECT TESTIMONY

OF

CHRISTOPHER A. JOHNSON

on behalf of

K W Resort Utilities Corp.

1 **Q. Please state your, name profession and address.**

2 A. My name is Christopher A. Johnson. I am President of K W Resort Utilities Corp.

3 My business address is 6630 Front Street, Key West, Florida 33040.

4 **Q. State briefly your educational background and experience.**

5 A. See resume attached as Exhibit CAJ-1.

6 **Q. Have you previously appeared and presented testimony before any regulatory**
7 **bodies?**

8 A. I have prepared and presented testimony before the Florida Public Service
9 Commission in K W Resort Utilities Corp.'s last two rate cases. I also testified
10 before the Division of Administrative Hearings in the Last Stand protest of the
11 DEP's intent to issue a modification of KWRU's wastewater permit to allow the
12 construction of the plant expansion.

13 **Q. On whose behalf are you presenting this testimony?**

14 A. I am presenting this testimony and appearing on behalf of KW Resort Utilities
15 Corp. (KWRU), the applicant for rate increase in the present docket.

16 **Q. What is the purpose of your direct testimony?**

17 A. The purpose of my direct testimony is to present information supporting the
18 financial and engineering basis for KWRU's request to increase its rates and
19 charges as presented in the MFRs, and to provide supporting documentation and
20 testimony to show the basis for the requested rates and charges.

21 **Q. Are you sponsoring any exhibits?**

22 A. Yes, I am sponsoring 24 exhibits. Exhibit CAJ-1 lists my education and experience.
23 CAJ-2 contains MFR Volume III – Additional Engineering Information as filed in
24 the Docket. Exhibit CAJ-3 contains the contract for the rehabilitation of the

1 original wastewater treatment plants. Exhibit CAJ-4 is the chemical analysis
2 spreadsheet prepared by me. Exhibit CAJ-5 is KWRU's engineer of records sludge
3 hauling cost estimate. Exhibit CAJ-6 is the engineer's estimate for construction
4 engineering inspections for the wastewater treatment plant rehab. Exhibit CAJ-7
5 contains the engineering invoices for designing the rehabilitation of the original
6 two wastewater treatment plants project to date. Exhibit CAJ-8 is an engineer
7 memorandum regarding the sole source bidding for this work. Exhibit CAJ-9 is the
8 contract and cost for rehabilitation of the chlorine contact chamber. Composite
9 Exhibit CAJ-10 contains the engineering invoices for designing the chlorine contact
10 chamber project to date and the engineering estimate of construction engineering
11 inspections for this project. Exhibit CAJ-11 is the contract and cost for replacement
12 of Lift Station L2A which was set for replacement prior to Hurricane Irma and was
13 substantially damaged during Hurricane Irma (broken and knocked down). Exhibit
14 CAJ-12 is the cost estimate for replacement of the generator that backs up the
15 wastewater treatment plant and that was damaged beyond repair during Hurricane
16 Irma. Exhibit CAJ-13 is the engineering estimate for designing the pad, installation
17 and inspection for replacement of the generator. Exhibit CAJ-14 is the cost for a
18 tow behind generator utilized for powering lift stations when power goes out that
19 replaces the current tow behind generator that was damaged beyond repair during
20 Hurricane Irma. Composite Exhibit CAJ-15 is the costs for replacement of the
21 phone system to convert from Comcast Cable to AT&T fiber due to Comcast's
22 failure during and post-Hurricane Irma. Composite Exhibit CAJ-16 is the costs for
23 a temporary construction trailer and rental office space due to KWRU's office being
24 damaged and deemed uninhabitable after Hurricane Irma. Composite

1 Exhibit CAJ-17 is the costs of information technology services due to Hurricane
2 Irma. Composite Exhibit CAJ-18 is the generator rental for power back up of the
3 wastewater treatment facility until a replacement generator can be delivered and
4 installed. Exhibit CAJ-19 is the cost of the tow behind generator rental until a
5 replacement tow behind generator can be delivered. Exhibit CAJ-20 is an itemized
6 list of expenditures due to Hurricane Irma. Exhibit CAJ-21 is the contract for a
7 modular office to replace the office destroyed by Hurricane Irma. Exhibit CAJ-22
8 is the roofing estimate. Exhibit CAJ-23 is the employee roster of the utility by
9 position. Exhibit CAJ-24 is the billing analysis.

10 **Q. Were these Exhibits prepared by you and your staff?**

11 A. Yes, they were.

12 **Q. Please explain the pro forma increases in chemicals, sludge hauling and**
13 **purchased power.**

14 A. As to chemicals, my cost estimate included as Exhibit CAJ-4 provides the gallons
15 of chemicals needed per day to give consistently compliant lab results with all three
16 treatment trains on-line. There were periods when the new chemical feed system
17 wasn't functioning as anticipated due to tank configuration and friction loss in the
18 chemical delivery system which resulted in poor results as a result of underfeeding
19 chemical. The spreadsheet reflects the amount of chemical the Utility requires to
20 meet the DEP Permit conditions on a consistent basis.

21 For sludge hauling, Ed Castle has provided an explanation of the cost of sludge
22 hauling with three plants which is attached as Exhibit CAJ – 5.

23 For purchased power, we utilized the months that the three plants were on-line and
24 the cost of power. These amounts were then annualized to derive the cost of

1 operating all three plants and is incorporated into the MFRs.

2 **Q. Please explain the pro forma cost of rehabilitating the original two wastewater**
3 **treatment plants.**

4 A. Attached to my testimony is Exhibit CAJ-3 which is the costs for rehabilitating the
5 older two wastewater treatment plants. The cost is \$915,000.00 for
6 material/equipment, demolition, installation and paint to rehabilitate the existing
7 wastewater treatment plants and standalone clarifier/digester, plus \$3,000.00 per
8 day for blasting and repairing air headers on each plant (estimated at eight days for
9 a cost of \$24,000.00), plus \$3,000.00 for surfacing epoxy to fill voids in the steel
10 on each plant and digester (estimated at twelve days for a cost of \$36,000.00), for
11 a total cost of \$975,000.00. I have also included as Exhibit CAJ-8 a memorandum
12 from KWRU's engineer of record documenting the justification of utilizing a sole
13 source bid for this project.

14 **Q. Please explain the engineering invoices and engineering estimate for**
15 **construction engineering inspections of rehabilitating the original two**
16 **wastewater treatment plants.**

17 A. These costs are for the design of the rehabilitation project as well as the engineer's
18 estimates for construction engineering inspections. I have included these invoices
19 and estimates as Composite Exhibit CAJ-7. The total cost of engineering for this
20 project is \$129,763.75.

21 **Q. What is the total cost of the plant rehabilitation project?**

22 A. \$1,104,764.00.

23 **Q. You have included pro forma adjustments for the chlorine contact chamber**
24 **rehabilitation. Please explain the pro forma cost to rehabilitate the chlorine**

1 **contact chamber.**

2 A. Attached as Exhibit CAJ – 9 is the contract for the replacement of the chlorine
3 contact chamber. Prior to Hurricane Irma, the chlorine contact chamber was on a
4 scheduled capital replacement due to age and the exterior of the steel oxidizing.
5 After the storm, it was discovered that the chlorine contact chamber had ruptured
6 and failed. KWRU had prepared and distributed bid packages to contractors before
7 Hurricane Irma and the Utility received two bids after the storm. Wharton Smith
8 Inc. was the low bidder and has been selected to complete this project. The cost for
9 replacement of the chlorine contact chamber is \$935,000.00, plus the Utility will
10 provide housing for Wharton Smith as a cost saving, which cost of housing is
11 estimated at \$29,325.00 based on current rental estimates. This saved the utility
12 over \$100,000 from Wharton Smith’s bid.

13 **Q. Please explain the invoices and engineering cost estimate for engineering and**
14 **construction engineering inspections of the chlorine contact chamber.**

15 A. These costs are for the design of the replacement of the chlorine contact chamber
16 project as well as the engineer’s estimates for construction engineering inspections.
17 The total cost of engineering for this project is \$107,489.

18 **Q. What is the total cost of the chlorine contact chamber project?**

19 A. \$1,071,814.

20 **Q. Please explain the pro forma cost of a lift station replacement.**

21 A. Lift Station L2A is an older lift station that was identified as part of the capital
22 improvement replacement schedule. However, during Hurricane Irma it was
23 structurally damaged and was knocked over. The cost to replace this lift station is
24 \$146,393.00. A copy of the contract is attached as Exhibit CAJ-11.

1 **Q. Please explain the pro forma cost of the generator replacement.**

2 A. The generator utilized as backup power to the wastewater treatment plant was
3 approximately 30 years old. During Hurricane Irma it failed multiple times
4 requiring ongoing repairs by an electrician. KWRU is required by the Florida
5 Department of Environmental Protection to maintain its treatment process at all
6 times, including when power is not available from an electric utility. KWRU has
7 priced a new generator sufficient to provide backup power. The cost is attached as
8 Exhibit CAJ – 12. The cost is \$214,638.00 plus sales tax \$16,097.85 for a cost
9 \$230,735.85, but this cost does not include the following costs:

10 Fuel, Fuel Piping, Fuel Venting, Fuel Equipment Installation – estimated cost
11 \$8,000

12 Exhaust Equipment Installation, Exhaust Pipe & Insulation – estimated cost \$9,000
13 Electrical Equip. Installation, Cables, Wires and Conduits, All Equipment
14 Installation – estimated cost \$21,000.

15 Foundation Concrete Pad – estimated cost \$20,000.

16 Equipment unloading and anchoring – estimated cost \$8,000.

17 My estimate of these costs total \$66,000. Combined with the generator cost the
18 total cost is \$296,735.85.

19 **Q. Please explain the engineering cost estimate for engineering and construction
20 engineering inspections of the generator.**

21 A. These costs are for determining the appropriate sized generator, for designing the
22 pad, installation and inspection for replacement of the generator. The total cost of
23 engineering for this project is \$24,270.00, which estimate is attached as Exhibit
24 CAJ-13.

1 **Q. What is the total cost of the generator?**

2 A. \$321,005.85.

3 **Q. Please explain the pro forma cost of the tow behind generator replacement.**

4 A. The tow behind generator, utilized as backup power to the lift stations to allow the
5 lift stations to operate after a storm, was approximately 12 years old. During
6 Hurricane Irma it failed and can't be repaired. KWRU is required by Florida
7 Department of Environmental Protection to operate and maintain its collection
8 system at all times, including when power is not available from an electric utility.
9 KWRU has priced a new tow behind generator sufficient to provide backup power
10 to lift stations after a storm or during other power outages. The cost is attached as
11 Exhibit CAJ – 14. The cost is \$83,470 including tax, delivered from Miami to Key
12 West.

13 **Q. You have included a pro forma cost for a new phone system. Please explain
14 this cost.**

15 A. After Hurricane Irma the Utility's voice and data communications were knocked
16 out completely. Comcast provides this service to the Utility via co-axial cable run
17 aerially. The service still does not operate. Comcast has no estimated time frame
18 for restoring service. The Utility has elected to switch to AT&T as its primary
19 service provider as AT&T has proven more reliable after Hurricane Irma and
20 Hurricane Wilma, and Comcast is not operating the existing service. The cost
21 estimate is \$15,000.00. This cost estimate includes phone set up in the ModSpace
22 temporary office and then moving the phones to the office that permanently
23 replaces the office destroyed by Hurricane Irma. Includes AT&T phone equipment,
24 labor to install at two locations, and AT&T Service Contract for same. The utility

1 runs its supervisory control and data acquisition system (SCADA) on the internet.

2 **Q. What is the monthly cost for this phone service?**

3 **A.** A fiber circuit is \$1,053.88 per month.

4 **Q. Are you keeping the Comcast phone system?**

5 **A.** Yes, at this juncture, no phone service has been proven to be completely reliable and our
6 utility plant SCADA system is controlled through the internet requiring redundancy.

7 **Q. You have included a pro forma cost for a used service truck with a crane.
8 Please explain this cost.**

9 **A.** Presently our maintenance crew must rely on third parties to remove larger utility
10 sewerage pumps. This has caused problems in emergency situations such as after
11 Hurricane Irma where third parties were not available. One such customer that
12 routinely requires this type of equipment is Monroe County for the jail where an
13 extremely high amount of service is necessary due to inmates flushing non-
14 flushable items from their cells. Delays in service response can cause sewer back
15 up into the jail. KWRU has also had an employee injured due to not having a truck
16 with a crane available. We have estimated this cost at \$74,174.00.

17 **Q. You have included a pro forma cost for a new office. Please explain this cost.**

18 **A.** The current office trailer was acquired in 2002. It was supposed to be a temporary
19 office trailer but was utilized by the Utility for 15 years. After Hurricane Irma,
20 inspections revealed significant water damage to the entire trailer. The flooring,
21 roof and walls would need to be replaced as well as the structural elements of the
22 bottom of the trailer which acts as the support. The office has mold which led to
23 an employee's resignation due to workplace conditions. Based on the foregoing, it
24 was determined the trailer is a total loss. The Utility has obtained a cost estimate

1 for a modular office approximately 1,200 square feet, to be placed above flood
2 elevation. The cost for the office \$250,000.00 and can be installed within six
3 months. A copy of the contract is attached as Exhibit CAJ-21. Demolition and
4 hauling of the old trailer is estimated to cost \$13,000.00. The materials and labor
5 required to install a concrete slab to allow for storage under the office are estimated
6 to cost \$25,000.00. In the interim, KWRU and its staff are operating out of a
7 temporary construction trailer and rented office space due to the current office
8 being uninhabitable. The total cost of a new office is \$288,000.

9 **Q. What are the costs for temporary office space?**

10 A. The cost of temporary construction trailer/office is \$6,630.60 for the year, plus
11 installation and removal costs which are \$4,813.77, plus utility installation costs of
12 \$6,000. For a total cost of \$17,444.37.00. I have included the rental contract for
13 the first six months as Exhibit CAJ-16. The rental rate will remain the same for an
14 additional six months and we will then have the removal costs. Additionally,
15 KWRU leased space for billing and accounting functions at the rate of \$1,000.00
16 for one month prior to the trailer being installed for staff to utilize. The total pro
17 forma cost for the temporary office space is \$18,444.37 for one year.

18 **Q. You have included a pro forma expense for Information Technology services.**
19 **What were the IT costs for?**

20 A. These costs are expenses associated with Hurricane Irma. They include server and
21 hard drive removal pre-hurricane, post hurricane reinstatement of servers and hard
22 drives, relocation of servers and hard drives to temporary office space due to
23 KWRU office being uninhabitable due to health concerns, then relocation from the
24 temporary office location to the ModSpace office at the treatment plant location.

1 The costs also include the relocation of voice and data to the final location of the
2 new office after its construction, and the cost of AT&T fiber optic cable.

3 **Q. What is the total costs for IT due to Hurricane Irma?**

4 A. The total cost is estimated at \$7,396.28, which as attached as Composite
5 Exhibit CAJ-17. The utility has invoices for the first relocation and reinstatement
6 of servers and hard drives pre- and post-hurricane as well as a cost for work relating
7 to fiber optic cable. I have provided a line item estimate for the IT Professional
8 Services including the integration of the fiber optic cable, phone system
9 programming, and relocating voice and data from the temporary ModSpace office
10 to the permanent office once it is constructed.

11 **Q. You have included a pro forma expense for two rental generators. Please**
12 **explain these costs.**

13 A. These costs are for a temporary backup generator for the wastewater treatment plant
14 and a tow behind generator. These generators are necessary to provide power for
15 the wastewater treatment plant and lift stations during power outages. Due to high
16 demand for generators (Houston – Hurricane Harvey and Florida, Georgia, South
17 Carolina, Puerto Rico – Hurricane Irma) the utility does not anticipate being able
18 to have a generator delivered for a minimum of 20 weeks, but more than likely 24
19 weeks. Attached as Exhibit CAJ–18 is the cost of renting the wastewater treatment
20 plant generator which totals \$77,273.76. Additionally, the cost of installation and
21 dismantling, as estimated by Nearshore Electric, is \$5,500.00. \$900.00 is allocated
22 for insurance, giving a total cost of \$83,632.

23 For the tow behind generator, attached as Exhibit CAJ-19 is the cost of the tow
24 behind generator rental for six months in the amount of \$11,642.

1 The total cost for both generators is \$95,274.

2 **Q. What other pro forma costs have you requested to include due to Hurricane**
3 **Irma?**

4 A. Attached as Exhibit CAJ-20 is an itemized list of Hurricane Irma expenditures. The
5 total cost to date is \$75,279. There are still vendors which have not tendered
6 invoices to KWRU and damage that has not been repaired. I estimate the
7 outstanding invoices and damage repairs will total approximately \$15,000.00
8 which have not been received.

9 **Q. Were there other capital investments required due to Hurricane Irma?**

10 Yes, the cost to repair the roof of the maintenance building \$4,680, attached as
11 Exhibit CAJ-22 and an estimate to replace the Cherrington Sand Sifter which was
12 no longer operable as a result of Hurricane Irma is \$44,300.

13 **Q. You have included pro forma adjustments for employees. Can you please**
14 **explain this?**

15 A. Yes, the last rate case contained a major error in the approved expenses for
16 employees. In the 2014 rate case, Docket No. 150071-U, the Utility had 9.5
17 positions consisting of two officers and 7.5 staff positions prior to the expansion
18 and conversion to operations at Advanced Wastewater Treatment Standards. As
19 part of the 2014 rate case, the utility requested four additional employees be
20 approved, two operators, one mechanic and one administrative position, be
21 approved to operate the third plant and the entire system at AWT. The utility
22 provided pro forma expenses for these employees, which were approved except for
23 approximately \$2,000.00. However, the pro forma employee additions were not
24 added to the 9.5 positions based on the annualized salary for the existing staff

1 positions plus the pro forma employee positions. Instead, the order approving the
2 additional positions took the employee expenses for the prior twelve months and
3 added the pro forma employee costs to these amounts.

4 This was in error because during the prior twelve months there were several
5 vacancies which dramatically reduced the total employee expenses throughout the
6 year. The reduced staff for extended periods led to additional turnover due to
7 employees being overworked. The employee salaries based on 14 positions is (1)
8 employees \$752,549, (2) officers \$261,581 and (3) employee pensions and benefits
9 of \$217,557, which pensions is based on the new pension or profit sharing plan set
10 up for employee retention. I have included as Exhibit CAJ-23.

11 **Q. You have included pro forma adjustments for the costs of a profit-sharing**
12 **plan. Can you please explain the basis for these pro forma expenses?**

13 A. KWRU has had employee retention issues and has frequent turn over on a year over
14 year basis. The failure to retain employees makes every aspect of the Utility more
15 difficult to manage. Lack of expertise and experience on specific utility treatment
16 equipment and systems translates to employees being on a learning curve, less
17 efficient system/process operation, and this acts as a weight pulling down the level
18 of service that the Utility can provide to its customers.

19 The Utility lost 50% of its operations staff in the first two Quarters of 2011.
20 In 2013 it had to hire three new employees on a staff of 9.5. In 2014, the Operations
21 Group was comprised of 67% new staff. The Utility determined it is losing staff
22 to other utilities and municipal wastewater districts because of higher wage/benefit
23 packages and less required on call duty. The administrative staff at that time was
24 reported to be comprised of 33% new employees. Management made a plea to the

1 ownership to look at the wage/benefit package as a retention issue.

2 In 2016, the company had a 42% turnover rate and an additional person not included

3 in the 42%, the Lead Operator, gave notice that he would be retiring within 6

4 months.

5 KW Resort Utilities can improve retention and reduce turnover by implementing a

6 more traditional Pension Plan.

7 KWRU currently has a 401K with a max match of 4% of salary. Analyzing the

8 participation levels in the 401K reveals that the participation is not equal throughout

9 the company. Higher paid employees are much more likely to participate than other

10 employees. This imbalanced participation does not create harmony among

11 employees. In fact, one employee, Eddie Roberts, who was not highly paid,

12 resigned after accepting a position equivalent to the position he held at KWRU with

13 Florida Keys Aqueduct Authority. Mr. Roberts told KWRU in his exit interview

14 that a reason for his leaving was that KWRU did not have a retirement program.

15 He said this even though he was aware that the company had a 401K plan with 4%

16 maximum match by the Utility. Highly compensated employees participate in the

17 401K program and they see it as a benefit. However, because the 401K is portable

18 it does very little to tether the employee to the company. A highly paid employee

19 can accept a position at another utility and just roll their 401K into another plan

20 quite easily. Further, often when KWRU makes an employment offer to an

21 outstanding candidate with utility industry experience the offer is refused for the

22 reason that the candidate can get their full retirement benefit in a certain number of

23 years at their current utility or wastewater district. KWRU's employees have no

24 similar motivation to stay, as they lose very little if they accept a position elsewhere

1 because their plans can be rolled into other employers' plans.

2 Even if employees were to 100% vest in a traditional plan in 7 years, the Utility
3 would benefit immensely in terms of employment retention and operational
4 continuity. An examination of payroll records reveals that often employees resign
5 between year 1 and year 3.

6 KW Resort Utilities paid \$162,596 in the test year for pensions and benefits. For
7 the final rates, by projecting the current salary levels for all full-time employees
8 approved by the PSC the cost of pension and benefits is \$217,557. This upgrade to
9 a retirement benefit that was experiencing imbalanced participation is the Utility
10 making an investment in its employees which is its most valuable asset.

11 **Q. Please explain the reduction in billable gallons within the KWRU service area
12 as well as reduction in usage.**

13 A. In May 2017, KWRU noted a significant drop in usage at Stock Island Apartments.
14 I contacted FKAA as I believed it was an error as we had several issues with the
15 billing file we have received from the FKAA prior to this. After an investigation
16 by Paul Cales at FKAA and myself, it was determined that the reduced water usage
17 is correct. Since this dramatic reduction in water usage, the water usage has
18 remained at this lower level and continues to remain at this level to date. Based on
19 this, I calculated the billable gallons from Stock Island Apartments on an
20 annualized basis. This constitutes a reduction in gallonage from 23,244,814 to
21 6,151,981 gallons on an annualized basis. This reduction has been incorporated into
22 the MFRs as a pro forma adjustment to billable gallons.

23 **Q. Would this affect the daily effluent flows reported?**

24 A. Yes.

1 **Q. Are there any other issues that may affect the daily flows reported during the**
2 **test year?**

3 Yes, on November 17, 2017, we had the effluent flow meter calibrated and the
4 electrician, Jeff Kirk of Nearshore Electric, determined that the flow meter was not
5 operating properly and was under reporting effluent flows at the rate of 50 gallons
6 per minute or 3,000 gallons per hour. This has now been corrected and the DMRs
7 evidence a significant increase in the daily effluent flows. The last time it was
8 calibrated was last November.

9 **Q. Does that conclude your direct testimony?**

10 A. Yes, it does.

Christopher A. Johnson
1212 Von Phister Street
Key West, Florida 33040
(305) 522-0052
chris@kwru.com

Education and Licenses

Northern Illinois University, DeKalb, Illinois

Bachelor of Science in Electrical Engineering 1996

State of Illinois Registered Professional Engineer Intern (license no. 061-030504)

AIRVAC Certified Vacuum Technician (Certificate#1020)

State of Florida Department of Environmental Protection Class A Licensed Wastewater Treatment Operator
(license no. 0013917)

2013 -2014 Christopher A. Johnson, President KW Resort Utilities, co-authored an abstract titled MORE ENERGY INTENSIVE – VACUUM OR GRAVITY SEWERS?

2005 Christopher A. Johnson, President of Keys Environmental Inc. featured Civil Engineering News, Storm Survival Vacuum Sewers withstand Florida's Hurricane Barrage, April 2005 Issue,.

Experience

2009 - Present President, KW Resort Utilities Corp, Key West, Florida.

Provide operational and administrative management and oversight for the KW Resort Utilities wastewater utility. Operational responsibilities include the management of the third largest wastewater treatment plant in the Keys, and a public sewer system comprised of both vacuum and force main systems. Other responsibilities include laboratory management, compliance with State regulations, facilities management, and management of the largest reclaimed water system in the Keys. Administrative responsibilities include budgeting, capital planning, accounting, information systems, data management, billing, financial planning and reporting, and reporting to a Board of Directors. Capital project responsibilities including the review of bid packages, design, contractor qualifications, submitted bids, financing, and bonding. Additional responsibilities include personnel management, development of strategic partnerships, and contract negotiation.

2003 - Present Owner, Keys Environmental Inc., Key West, Florida.

Owner of a contract wastewater operations firm. Involved in all aspects of the business from technical wastewater plant operations to managing budgets, capital planning, inventory management, procurement, data systems, personnel decisions, customer and public relations, safety, and regulatory compliance. In addition to operations management, Keys Environmental provides project management for wastewater capital projects; in a 5 year period between 2003-2008 the company provided oversight on projects totaling more than \$4M.

2006 - Present Managing Member, JOHNSON CONSTRUCTORS, LLC, Key West Florida.

Owner (50%) of Florida Licensed General Contracting firm involved in all aspects of commercial projects from design review, project planning, value engineering, hiring of subcontractors, field supervision,

layout, contracts and administration. Projects include a 32 foot diameter foundation set on piles driven 60 feet into the earth, fabrication of a steel tank with a 56,000 gallon capacity, and construction of an elevated 240 square foot concrete equipment deck set on a pile foundation.

2002 - 2003 Project Engineer, Weiler Engineering Corp, Port Charlotte, Florida.

Provided on site engineering for the South Stock Island Sewer Expansion Project. The project was a \$4.5M project involving the installation of approximately 25,000 linear feet of vacuum sewer main, 83 valve pits and buffer tanks, and a vacuum pump station. This was the first successful vacuum sewer installation in the Florida Keys and was completed on time and under budget. Specific responsibilities included inspection, field engineering, utility conflict resolution, and coordination with surveyors. The project engineer was a liaison between the contractor and the county and provided daily updates and timely information that was used to apprise a Board of County Commissioners and their staff with regard to the project.

2000 - 2002 Senior Engineer Automated Test, Shure Inc., Evanston, Illinois.

Submitted budgets for the department's non-personnel needs. Member of new product development team for what was to become the flagship product of the company, ULX wireless. The team developed a revolutionary audio platform that was eventually integrated into several other product lines. Member of a planning team focused on the relocation of manufacturing operations to a new facility in Suzhou, China.

1999 - 2000 Automated Test Engineer, Shure Inc., Evanston, Illinois.

Developed computerized tests for a full line of consumer electronic products. Interviewed personnel for technical positions at open houses at Universities. Acted as a mentor for junior associates in the department, providing training and career guidance. Developed a structured approach to training that was later integrated into a formal departmental training matrix.

1998 - 1999 Test Engineer I Shure Inc., Evanston, Illinois.

Designed a test and retrofitted unused machinery to bring transformer manufacturing in house. Previously the company was exclusively sourcing transformers off shore. The test enabled the company to produce custom audio transformers that were less expensive, more reliable, and better suited to the product lines, thereby saving the company money while improving overall product quality.

1996 - 1998 Test Engineer II, Shure Inc., Evanston, Illinois. Developed a frequency response test for microphones. Responsible for developing the test hardware and software as well as implementing the complete test system. Additional responsibilities included supporting the system that would permanently reside in Mexico, and training the technicians in the Mexican production facilities.

Additional Relevant Experience

Rotary Club Member 2004 - Present
Rotary Foundation Trustee Chairman (2014-2015), Secretary (2012)
Key West Chamber of Commerce 2012-Present
State of Florida Commercial License (CDL Class B) Tanker Endorsement

Personal Interests

Spending time with family, coaching, fishing, boating, biking, reading, and travel.

DOCKET NO. 20170141-SU

**APPLICATION OF K W RESORT UTILITIES CORP.
FOR A RATE INCREASE IN MONROE COUNTY**

**CLASS A and B
WATER AND/OR WASTEWATER UTILITIES**

ADDITIONAL ENGINEERING INFORMATION

VOLUME III

FOR THE:

Test Year Ended: 06/30/2017

RULE 25.30-440(1)

DETAILED SYSTEM MAP

(PREVIOUSLY PROVIDED)

RULE 25.30-440(2)

CHEMICALS USED AND DOSAGE RATES

KW Resort Utilities Corp.
 Account QuickReport
 July 2016 - June 2017

		Transaction						
Date	Type	Num	Name	Type	Quantity	Unit	Unit Price	Total
Plant Expense								
7180500								
12/15/2016	Bill	3996435	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
11/21/2016	Bill	3984348	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	275	Gallons	\$2.75	\$756.25
11/17/2016	Bill	3983007	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	495	Gallons	\$2.75	\$1,361.25
10/27/2016	Bill	3972944	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	660	Gallons	\$2.75	\$1,815.00
09/22/2016	Bill	3955872	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	600	Gallons	\$2.75	\$1,650.00
08/18/2016	Bill	3937782	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	570	Gallons	\$2.75	\$1,567.50
07/27/2016	Bill	3924643	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	330	Gallons	\$2.75	\$907.50
06/15/2017	Bill	4094446	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	660	Gallons	\$2.75	\$1,815.00
05/04/2017	Bill	4068917	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
02/08/2017	Bill	4023022	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
01/26/2017	Bill	4016405	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
01/12/2017	Bill	4009567	Hawkins, Inc.	Sodium Hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
01/05/2017	Bill	4006050	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	282	Gallons	\$2.75	\$775.50
					7172 Gallons	NaOH		\$19,723.00
01/12/2017	Bill	4009566	Hawkins, Inc.	MicroC	719	Galons	\$3.45	\$2,480.55
01/26/2017	Bill	4016405	Hawkins, Inc.	MicroC	825	Galons	\$3.45	\$2,846.25
02/08/2017	Bill	4023022	Hawkins, Inc.	MicroC	211	Galons	\$3.45	\$727.95
02/23/2017	Bill	4030723	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
03/23/2017	Bill	4045255	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
07/06/2016	Bill	3914841	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
07/13/2016	Bill	3917967	Hawkins, Inc.	MicroC	400	Galons	\$3.45	\$1,380.00
07/27/2016	Bill	3924367	Hawkins, Inc.	MicroC	200	Galons	\$3.45	\$690.00
08/12/2016	Bill	3935525	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
08/25/2016	Bill	3941394	Hawkins, Inc.	MicroC	522	Galons	\$3.45	\$1,800.90
09/08/2016	Bill	3948502	Hawkins, Inc.	MicroC	350	Galons	\$3.45	\$1,207.50
09/22/2016	Bill	3955767	Hawkins, Inc.	MicroC	471	Galons	\$3.45	\$1,624.95
10/05/2016	Bill	3962499	Hawkins, Inc.	MicroC	473	Galons	\$3.45	\$1,631.85
10/20/2016	Bill	3969692	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
10/27/2016	Bill	3972944	Hawkins, Inc.	MicroC	275	Galons	\$3.45	\$948.75
11/03/2016	Bill	3976615	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
11/17/2016	Bill	3983007	Hawkins, Inc.	MicroC	476	Galons	\$3.45	\$1,642.20
11/21/2016	Bill	3984348	Hawkins, Inc.	MicroC	425	Galons	\$3.45	\$1,466.25
12/01/2016	Bill	3989449	Hawkins, Inc.	MicroC	473	Galons	\$3.45	\$1,631.85
12/15/2016	Bill	3996435	Hawkins, Inc.	MicroC	485	Galons	\$3.45	\$1,673.25
12/22/2016	Bill	4000212	Hawkins, Inc.	MicroC	275	Galons	\$3.45	\$948.75
12/30/2016	Bill	4003782	Hawkins, Inc.	MicroC	550	Galons	\$3.45	\$1,897.50
					10430 Gallons	Carbon		\$35,983.50
01/12/2017	Bill	4009566	Hawkins, Inc.	Ferric Sulfate	775	Gallons	\$3.06	\$2,371.50
01/26/2017	Bill	4016405	Hawkins, Inc.	Ferric sulfate	825	Gallons	\$3.06	\$2,524.50
02/08/2017	Bill	4023022	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
02/23/2017	Bill	4030723	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
03/23/2017	Bill	4045255	Hawkins, Inc.	Ferric sulfate	825	Gallons	\$3.06	\$2,524.50
06/02/2017	Bill	4086638	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
06/15/2017	Bill	4094446	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
06/29/2017	Bill	4103407	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
07/06/2016	Bill	3914841	Hawkins, Inc.	Ferric Sulfate	707	Gallons	\$2.65	\$1,873.55
07/13/2016	Bill	3917967	Hawkins, Inc.	Ferric Sulfate	495	Gallons	\$2.65	\$1,311.75
07/27/2016	Bill	3924367	Hawkins, Inc.	Ferric Sulfate	598	Gallons	\$2.65	\$1,584.70
08/12/2016	Bill	3935525	Hawkins, Inc.	Ferric Sulfate	430	Gallons	\$2.65	\$1,139.50
08/19/2016	Bill	3938514	Hawkins, Inc.	Ferric Sulfate	275	Gallons	\$2.65	\$728.75
08/25/2016	Bill	3941394	Hawkins, Inc.	Ferric Sulfate	550	Gallons	\$2.65	\$1,457.50
09/01/2016	Bill	3945725	Hawkins, Inc.	Ferric Sulfate	275	Gallons	\$2.65	\$728.75
09/08/2016	Bill	3948502	Hawkins, Inc.	Ferric Sulfate	759	Gallons	\$3.06	\$2,322.54
09/22/2016	Bill	3955767	Hawkins, Inc.	Ferric Sulfate	724	Gallons	\$3.06	\$2,215.44
10/05/2016	Bill	3962499	Hawkins, Inc.	Ferric Sulfate	598	Gallons	\$3.06	\$1,829.88
10/20/2016	Bill	3969692	Hawkins, Inc.	Ferric Sulfate	550	Gallons	\$3.06	\$1,683.00
10/27/2016	Bill	3972944	Hawkins, Inc.	Ferric sulfate	275	Gallons	\$3.06	\$841.50
11/03/2016	Bill	3976615	Hawkins, Inc.	Ferric Sulfate	673	Gallons	\$3.06	\$2,059.38
11/17/2016	Bill	3983007	Hawkins, Inc.	Ferric Sulfate	735	Gallons	\$3.06	\$2,249.10
12/01/2016	Bill	3989449	Hawkins, Inc.	Ferric Sulfate	736	Gallons	\$3.06	\$2,252.16
12/15/2016	Bill	3996435	Hawkins, Inc.	Ferric Sulfate	592	Gallons	\$3.06	\$1,811.52
12/30/2016	Bill	4003782	Hawkins, Inc.	Ferric Sulfate	587	Gallons	\$3.06	\$1,796.22
					16109 Gallons	Ferric		\$47,928.24
12/30/2016	Bill	4003783	Hawkins, Inc.	Chlorine	420	Gallons	\$1.45	\$609.00
12/22/2016	Bill	4000212	Hawkins, Inc.	Chlorine	375	Gallons	\$1.45	\$543.75
12/15/2016	Bill	3996435	Hawkins, Inc.	Chlorine	440	Gallons	\$1.45	\$638.00
12/08/2016	Bill	3992781	Hawkins, Inc.	Chlorine	510	Gallons	\$1.45	\$739.50
12/01/2016	Bill	3989450	Hawkins, Inc.	Chlorine	700	Gallons	\$1.45	\$1,015.00
11/21/2016	Bill	3984348	Hawkins, Inc.	Chlorine	290	Gallons	\$1.45	\$420.50
11/17/2016	Bill	3983007	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00
11/10/2016	Bill	3979700	Hawkins, Inc.	Chlorine	420	Gallons	\$1.45	\$609.00
11/03/2016	Bill	3976617	Hawkins, Inc.	Chlorine	380	Gallons	\$1.45	\$551.00
10/27/2016	Bill	3972813	Hawkins, Inc.	Chlorine	540	Gallons	\$1.45	\$783.00
10/20/2016	Bill	3969698	Hawkins, Inc.	Chlorine	690	Gallons	\$1.45	\$1,000.50
10/11/2016	Bill	3965057	Hawkins, Inc.	Chlorine	355	Gallons	\$1.45	\$514.75
10/05/2016	Bill	3962500	Hawkins, Inc.	Chlorine	360	Gallons	\$1.45	\$522.00
09/29/2016	Bill	3959323	Hawkins, Inc.	Chlorine	460	Gallons	\$1.45	\$667.00
09/22/2016	Bill	3955770	Hawkins, Inc.	Chlorine	610	Gallons	\$1.45	\$884.50
09/15/2016	Bill	3952276	Hawkins, Inc.	Chlorine	525	Gallons	\$1.45	\$761.25
09/08/2016	Bill	3948505	Hawkins, Inc.	Chlorine	488	Gallons	\$1.45	\$707.60
09/01/2016	Bill	3945605	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00
08/25/2016	Bill	3941404	Hawkins, Inc.	Chlorine	508	Gallons	\$1.45	\$736.60
08/18/2016	Bill	3937581	Hawkins, Inc.	Chlorine	520	Gallons	\$1.45	\$754.00
08/12/2016	Bill	3935525	Hawkins, Inc.	Chlorine	330	Gallons	\$1.45	\$478.50

08/04/2016	Bill	3929927	Hawkins, Inc.	Chlorine	515	Gallons	\$1.45	\$746.75		
07/27/2016	Bill	3924374	Hawkins, Inc.	Chlorine	380	Gallons	\$1.45	\$551.00		
07/22/2016	Bill	3922088	Hawkins, Inc.	Chlorine	655	Gallons	\$1.45	\$949.75		
07/13/2016	Bill	3916357	Hawkins, Inc.	Chlorine	515	Gallons	\$1.45	\$746.75		
07/06/2016	Bill	3912574	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00		
06/29/2017	Bill	4103407	Hawkins, Inc.	Chlorine	550	Gallons	\$1.45	\$797.50		
06/02/2017	Bill	4086638	Hawkins, Inc.	Chlorine	1145	Gallons	\$1.45	\$1,660.25		
05/18/2017	Bill	4077061	Hawkins, Inc.	Chlorine	950	Gallons	\$1.45	\$1,377.50		
05/04/2017	Bill	4068917	Hawkins, Inc.	Chlorine	530	Gallons	\$1.45	\$768.50		
05/01/2017	Bill	4038318	Hawkins, Inc.	Ultra-chloride	860	Gallons	\$1.45	\$1,247.00		
04/14/2017	Bill	4057588	Hawkins, Inc.	Ultra-Chloride	568	Gallons	\$1.45	\$823.60		
04/10/2017	Bill	4054677	Hawkins, Inc.	Ultra-chloride	530	Gallons	\$1.45	\$768.50		
04/04/2017	Bill	4051760	Hawkins, Inc.	Chlorine	1000	Gallons	\$1.45	\$1,450.00		
03/23/2017	Bill	4045255	Hawkins, Inc.	Ultra-Chloride	895	Gallons	\$1.45	\$1,297.75		
02/23/2017	Bill	4030723	Hawkins, Inc.	Ultra-Chlorine	1093	Gallons	\$1.45	\$1,584.85		
02/08/2017	Bill	4023022	Hawkins, Inc.	Ultra-Chloride	375	Gallons	\$1.45	\$543.75		
02/03/2017	Bill	4021107	Hawkins, Inc.	Chlorine	525	Gallons	\$1.45	\$761.25		
01/26/2017	Bill	4016405	Hawkins, Inc.	Chlorine	310	Gallons	\$1.45	\$449.50		
01/18/2017	Bill	4012145	Hawkins, Inc.	Chlorine	620	Gallons	\$1.45	\$899.00		
01/12/2017	Bill	4009567	Hawkins, Inc.	Chlorine	155	Gallons	\$1.45	\$224.75		
01/05/2017	Bill	4006050	Hawkins, Inc.	Chlorine	360	Gallons	\$1.45	\$522.00		
					22952 Gallons	Chlorine		\$33,280.40		
04/04/2017	Bill	4051813	Hawkins, Inc.	Super Charge 68% Granular	1	bucket 100lb	\$200.00	\$200.00		
01/13/2017	Bill	4010417	Hawkins, Inc.	super charge 68% granular	2	bucket 100lb	\$200.00	\$400.00		
11/28/2016	Bill	3987710	Hawkins, Inc.	GLB Super Charge 68% Granular	3	bucket 100lb	\$200.00	\$600.00		
08/19/2016	Bill	3938539	Hawkins, Inc.	GLB Super charge 68% granular	2	bucket 100lb	\$200.00	\$400.00	Total lbs	
					8 bucket 100lb	HTH		\$1,600.00	800 lbs	
10/11/2016	Bill	3965127	Hawkins, Inc.	Calcium hypochlorite tabs	3	bucket 50 lb	\$165.00	\$495.00		
08/26/2016	Bill	3942879	Hawkins, Inc.	Calcium hypochlorite tabs	3	bucket 50 lb	\$165.00	\$495.00		
04/04/2017	Bill	4051813	Hawkins, Inc.	Calcium Hypochlorite Ind 3" tabs	2	bucket 50 lb	\$165.00	\$330.00		
05/04/2017	Bill	4068917	Hawkins, Inc.	Calcium hypochlorite	4	bucket 50 lb	\$165.00	\$660.00		
01/13/2017	Bill	4010417	Hawkins, Inc.	Calcium Hypo Individual 3" tabs	3	bucket 50 lb	\$165.00	\$495.00	Total lbs	
					15 bucket 50lb	tabs		\$2,475.00	750 lbs	
Fuel Surcharge: 67 invoices in test year x \$31.50 for each invoice = \$2,110.50							\$	2,110.50		
							Chemical	Total TY	\$	143,100.64

Test Year Chemical Summary Table			
Amount	Unit	Chemical	Amount/Day
7,172	Gallons	NaOH	19.65 gpd
10,430	Galons	Carbon	28.58 gpd
16,109	Gallons	Ferric	44.13 gpd
22,952	Gallons	Chlorine	62.88 gpd
800	lbs	HTH	2.19 lb/day
750	lbs	Tabs	2.05 lb/day

	Dosage gal per 1000 gallon treated
NaOH	0.047515884
Carbon	0.069100763
Ferric	0.106725233
Chlorine	0.152061429

	Dosage lbs per 1000 gal treated
HTH	0.005300154
tabs	0.004968895

RULE 25.30-440(3)

CHEMICAL ANALYSES

(NOT APPLICABLE-WASTEWATER ONLY UTILITY)

RULE 25.30-440(4)
OPERATION REPORTS

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 9 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875


PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045
 COUNTY: Monroe
 OFFICE: South District

PERMIT NUMBER: FLA014951-011-DW2P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2015

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic
 June 30, 2015

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement		.269								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement		.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement		.200								
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.63						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L			Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.72	2.72	2.0				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement					1.48					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				2.67	2.67	1.06				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	07-28-2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

NUMBER:

MONITORING PERIOD From: June 1, 2015 To:

PERMIT NUMBER: FLA014951-D11-DWTP
 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 10 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement					0.52					
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement					200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal	Sample Measurement					0.5	0.5				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement					200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH	Sample Measurement				7.0		7.2				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				0.8						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement					20.99					
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement				27.2	27.2	18.6				
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement					5.44					
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				5.16	5.16	4.92				
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 11 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

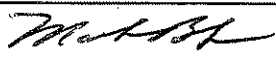
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: June 1, 2015 June 30, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.201						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.254						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.010						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement				2.0			
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement				5.0 (Max.)	mg/L	4 Days/Week	Grab
Coliform, Fecal	Sample Measurement				0.5			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				25 (Max.)	#/100mL	4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)		percent	4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	07/28/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: DD00191-0017044-SU

Additional Engineering Information

MONITORING PERIOD From: June 1, 2015 To: June 30, 2015

June 30, 2015

Exhibit CAJ-2

Page 12 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.0		7.2				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.4				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.480								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.63					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.72	2.72	2.0				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.464	.464								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						93%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						301.76				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						263.0				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 13 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2015 To: June 30, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.7						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	07/28/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: June 1, 2015 To June 30, 2015

 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 14 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.435	.435			0.8	7.0	3.4				
2	.403		.380	.023	3.2	7.0	3.1	301.76	222	2.29	<0.5
3	.454		.433	.021	2.4	7.1	0.8				
4	.459		.436	.023	1.9	7.1	0.5				
5	.456		.429	.027	1.9	7.1	1.9				
6	.541	.338	.193	.010	1.7	7.1	0.9				
7	.549	.549									
8	.550	.550			1.2	7.0	3.2				
9	.513		.481	.032	1.7	7.0	1.0				
10	.428		.408	.020	1.8	7.1	1.0				
11	.479		.449	.030	1.9	7.0	1.0				
12	.623	.623			1.3	7.0	1.6				
13	.551	.551			3.0	7.2	1.0				
14	.466	.466									
15	.466	.466			1.0	7.2	0.8				
16	.485	.302	.175	.008	1.6	7.2	2.0	274.0	263.0	2.72	2.67
17	.445		.426	.019	1.7	7.0	1.0				
18	.491		.478	.013	1.7	7.0	1.0				
19	.410		.409	.001	1.9	7.0	1.5				
20	.438		.421	.017	2.8	7.0	1.1				
21	.455	.455									
22	.455	.455			0.9	7.0	1.0				
23	.443		.431	.012	1.9	7.1	0.9				
24	.434		.425	.009	1.7	7.1	0.9				
25	.410		.402	.008	1.9	7.1	1.0				
26	.409		.399	.010	1.54	7.2	1.0				
27	.453		.437	.016	1.98	7.1	1.3				
28	.409	.409									
29	.409	.409			0.8	7.1	2.0				
30	.400		.389	.011	1.6	7.1	2.0	173.91	57.0	<2.0	<0.5
31											
Total	13.919	6.008	7.601	.310	45.6	183.9	36.9	749.67	542	6.01	3.17
Mo. Avg.	.464	.200	.254	.010	1.75	7.07	1.42	249.9	180.7	2.00	1.06

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: June 1, 2015 To June 30, 2015

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001					
1	<0.5	<1							
2	<0.5	<1	14.6	4.86					
3	<0.5	<1							
4	<0.5	<1							
5									
6									
7									
8	<0.5	<1							
9	<0.5	<1							
10	1.2	<1							
11	<0.5	<1							
12									
13									
14									
15	2.0	<1							
16	1.2	<1	31.60	5.18					
17	1.2	<1							
18	1.2	<1							
19									
20									
21									
22	1.0	<1							
23	<0.5	<1							
24	<0.5	<1							
25	1.2	<1							
26									
27									
28									
29	<0.5	<1							
30	<0.5	<1	19.10	5.83					
31									
Total	11.75	9	65.3	15.87					
Avg.	0.65	<1	21.76	5.29					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 16 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Key West, FL 33045


RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: August 1, 2015 August 31, 2015

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement		.266								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement		.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement		.273								
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.64						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.24	2.24	2.07				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.59						
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				2.0	2.0	1.13				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	09/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: ^{Docket No. 20170141-SU} ~~FLA014951-011-DW2P~~

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: August 1, 2015 To:

August 31, 2015

Exhibit CAJ-2

Page 17 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52						
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab	
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5					
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab	
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				6.8						
	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab	
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				0.5						
	Permit Requirement				0.5 (Min.)		mg/L		5 Days/Week	Grab	
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				21.0						
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC	
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement				21.7	21.7	15.69				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				5.35						
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC	
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement				5.16	5.16	5.11				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 18 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: August 1, 2015 August 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.204						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.209						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.010						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			2.6				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	09/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP NUMBER: **R-001**

PERMIT NUMBER: **FLA014951-011-DW2P**
 Docket No. 20170141-SU
 Additional Engineering Information

MONITORING PERIOD From: **August 1, 2015** To: **August 31, 2015**

Exhibit CAJ-2

Page 19 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.8		7.1				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.2				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.480								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.64					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.24	2.24	2.07				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.493	.463								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						93%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						204.5				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						192				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 20 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity


REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD From: August 1, 2015 To: August 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	4.9						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	09/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

Permit Number:

FLA014951-011-DW2P

Facility:

Key West Resort Utility WWTP

Monitoring Period

From: August 1, 2015 To August 31, 2015

 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 21 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.484		.484		2.0	7.1	0.5				
2	.451	.451									
3	.451	.451			1.7	7.0	0.8				
4	.668	.290	.278		0.5	6.8	2.0				
5	.662	.662			0.5	6.9	0.7				
6	.547	.547			0.7	7.0	0.9				
7	.473		.473		3.0	7.0	0.4				
8	.484		.484		1.5	7.0	1.0				
9	.454	.454									
10	.454	.454			1.3	6.9	0.9				
11	.512	.299	.213		1.5	7.0	1.0	204.5	192	1.9	<0.5
12	.485		.447	.038	1.5	7.0	0.5				
13	.429		.397	.032	1.8	7.1	0.9				
14	.479		.449	.030	1.8	7.0	0.9				
15	.489		.456	.033	1.5	7.0	0.8				
16	.440	.440									
17	.458	.458			1.2	7.0	2.8				
18	.449	.293	.150	.006	1.8	7.1	1.2				
19	.490		.467	.023	1.5	7.0	3.2				
20	.442		.416	.026	1.5	7.0	2.2				
21	.437		.406	.031	1.8	7.0	3.1				
22	.448		.399	.049	1.5	7.1	1.8				
23	.446	.446			1.0	7.1	0.8				
24	.521	.521			0.9	7.1	2.5				
25	.516		.479	.037	1.5	7.0	1.5	173	186	2.24	2.0
26	.511		.479	.032	1.5	7.1	1.6				
27	.473	.473			1.5	7.0	0.7				
28	.474	.474			1.1	7.0	2.1				
29	.508	.508			0.7	7.0	1.0				
30	.568	.568									
31	.568	.568			1.5	6.8	0.7				
Total	15.271	8.457	6.477	.337	38.3	189.1	36.5	377.5	378	4.14	2.25
Mo. Avg.	.493	.273	.209	.011	1.42	7.0	1.35	188.8	189	2.07	1.13

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: August 1, 2015 To August 31, 2015

 Permit No. 20170141-SU
 Exhibit C.A.J.
 Page 02 of 25

Date	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
08/01	00530	74055	00600	00665					
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001					
1									
2									
3	<0.5	<1							
4	<0.5	<1							
5	<0.5	<1							
6	<0.5	<1							
7									
8									
9									
10	1.0	<1							
11	<0.5	<1	21.7	5.16					
12	<0.5	<1 Q							
13	<0.5	<1							
14									
15									
16									
17	<0.5	<1							
18	<0.5	<1							
19	2.6	<1							
20	<0.5	<1							
21									
22									
23									
24	2.4	<1							
25	<0.5	<1	9.67	5.06					
26	<0.5	<1							
27	2.0	<1							
28									
29									
30									
31	<0.5	<1							
Total	11.25	8.5	31.37	10.22					
Avg.	0.66	0.5	15.69	5.11					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkenper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 23 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875


PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045
 COUNTY: Monroe
 OFFICE: South District

PERMIT NUMBER: FLA014951-011-DW2P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP: two Class V injection wells
 DESCRIPTION:
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: September 1, 2015 to September 30, 2015

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.261						
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.318						
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.71				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.52	2.52	1.76		
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks
Solids, Total Suspended	Sample Measurement			1.53				
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks
Solids, Total Suspended	Sample Measurement			2.67	2.67	2.44		
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	10/26/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: ~~FLA00199-011-19WTP~~ ^{FLA00199-011-19WTP} SU

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: September 1, 2015 To:

September 30, 2015

Exhibit CAJ-2

Page 24 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement				0.52					
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An. Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal	Sample Measurement				0.5	0.5				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH	Sample Measurement			7.0		7.2				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement			0.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement				20.36					
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement			15.6	15.6	13.1				
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				5.32					
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement			5.77	5.77	4.76				
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 25 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: September 1, 2015 September 30, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.211						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.207						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			3.0				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	10/26/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP R-001
NUMBER:

PERMIT NUMBER: ^{DocId: 320170141} FLA014931-011-DW1-SU
Additional Engineering Information
Exhibit CAJ-2

MONITORING PERIOD From: September 1, 2015 To: September 30, 2015

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.0		7.2			
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5					
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L	Continuous	Meter
Turbidity	Sample Measurement						3.0			
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU	Continuous	Meter
Flow - TOTAL	Sample Measurement		.483							
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD					5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.71				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L	Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.52	2.52	1.76			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.541	.489							
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						98%	%		
PARM Code 00180 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent	Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						256			
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						204			
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 27 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

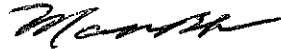
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: September 1, 2015 To: September 30, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	4.6						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkenper / Lead Operator		305-295-3301	10/26/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: September 1, 2015 To September 30, 2015

Docket No. 20170141-SU

 Additional Engineering Information
 Exhibit CAJ-2
 Page 28 of 250

Code	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.522	.174	.344	.004	1.5	7.1	0.5				
2	.495		.464	.031	1.7	7.1	0.3				
3	.486		.454	.032	1.5	7.1	0.3				
4	.438		.406	0.32	1.5	7.0	0.3				
5	.489	.437	.050	.002	1.7	7.0	0.3				
6	.437	.437									
7	.438	.438			1.5	7.1	0.3				
8	.444		.406	.038	1.5	7.1	0.5	189.5	179	2.52	2.20
9	.394		.362	.032	1.5	7.0	2.2				
10	.464		.430	.034	1.7	7.1	2.5				
11	.419		.388	.031	1.8	7.1	3.0				
12	.490		.429	.061	1.7	7.0	2.8				
13	.426	.426									
14	.451	.451			1.0	7.0	1.9				
15	.465		.429	.036	1.5	7.1	1.5				
16	.612		.570	.042	1.6	7.0	1.5				
17	.647	.647			0.7	7.0	1.4				
18	.916	.916			0.5	7.1	1.4				
19	.744	.744			0.5	7.0	1.3				
20	.488	.488									
21	.488	.488			0.8	7.0	1.5				
22	.471		.449	.022	1.5	7.0	2.0	256.0	204	<2	2.67
23	.490		.460	.030	1.5	7.1	1.4				
24	.614		.570	.044	1.7	7.1	2.3				
25	.676	.676			0.8	7.2	0.8				
26	.501	.501			0.9	7.2	2.0				
27	.573	.573									
28	.733	.733			0.5	7.0	2.0				
29	.764	.764			0.5	7.1	2.0				
30	.669	.669			0.7	7.0	2.0				
31											
Total	16.244	9.562	6.211	.471	32.3	183.6	38	445.5	383	3.52	4.87
Mo. Avg.	.541	.319	.207	.015	1.24	7.06	1.46	222.8	191.5	1.76	2.44

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: **September 1, 2015** To **September 30, 2015**

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
00530		74055	00600	00665				
Mon. Spec. EFB-001		EFA-001	EFA-001	EFA-001				
1	1.2	<1						
2	<0.5	<1						
3	1.2	<1						
4								
5								
6								
7								
8	<0.5	<1 Q	15.6	5.77				
9	1.0	<1						
10	<0.5	<1						
11	1.6	<1						
12								
13								
14	1.0	<1						
15	1.8	<1						
16	3.0	<1						
17	<0.5	<1						
18								
19								
20								
21	<0.5	<1						
22	1.4	<1	10.6	3.75				
23	<0.5	<1						
24	1.2	<1						
25								
26								
27								
28	1.4	<1						
29	<0.5	<1						
30	1.0	<1						
31								
Total	17.55	9	26.2	9.52				
Avg.	0.98	0.5	13.1	4.76				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkenper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 30 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: October 1, 2015 to October 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.257							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.357							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.77					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.41					
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.86					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
Solids, Total Suspended	Sample Measurement			6.67					
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	11/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

NUMBER:

PERMIT NUMBER: ^{Docket No. 20170141-SU} ~~FLA014951-01-DWTP~~
Additional Engineering InformationMONITORING PERIOD From: October 1, 2015 To:October 31, 2015

Exhibit CAJ-2

Page 31 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.0		7.2				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				19.5					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			16.7	16.7	12.79				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				5.18					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			4.43	4.43	3.24				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 32 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic


FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **October 1, 2015** **October 31, 2015**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.208						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.085						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			3.8				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	11/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **FLA014951-011-DW2P**

Additional Engineering Information

NUMBER:

MONITORING PERIOD From: **October 1, 2015** To: **October 31, 2015**

October 31, 2015

Exhibit CAJ-2

Page 33 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.0		7.2				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.0				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		476								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.77					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.41	2.41	2.27				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.450	.495								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						99%	%			
PARM Code 00180 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						202.5				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						187				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 34 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: October 1, 2015 To: October 31, 2015


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

COUNTY: Monroe
 South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	4.6						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	11/24/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: October 1, 2015 To October 31, 2015**

 Docket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 35 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.564	.564			0.7	7.1	2.5				
2	.446	.446			0.9	7.0	2.0				
3	.611		.568	.043	1.8	7.0	1.7				
4	.431	.431									
5	.431	.431			0.5	7.0	2.5				
6	.453	.453			0.5	7.1	3.0	202.5	187	2.41	6.65
7	.435	.435			0.8	7.1	2.5				
8	.502	.502			0.5	7.1	2.8				
9	.463		.418	.045	1.8	7.0	3.0				
10	.452	.452			0.5	7.0	2.0				
11	.415	.415									
12	.469	.469			0.5	7.2	2.0				
13	.451	.282	.156	.013	1.5	7.2	2.0				
14	.396	.247	.137	.012	1.6	7.1	2.3				
15	.382	.239	.134	.009	1.5	7.0	2.5				
16	.403	.251	.140	.012	1.5	7.1	1.7				
17	.443	.277	.158	.008	1.5	7.0	1.4				
18	.422	.422									
19	.422	.422			0.7	7.0	2.8				
20	.416	.260	.142	.014	1.5	7.2	1.2	193	170	2.12	5.0
21	.509	.509			0.5	7.1	1.1				
22	.386	.386			1.5	7.0	0.7				
23	.427	.427			0.5	7.0	0.6				
24	.453	.453			0.7	7.0	0.7				
25	.413	.413									
26	.436	.436			0.5	7.0	0.7				
27	.443		.398	.045	1.6	7.2	0.7				
28	.472	.472			1.5	7.0	0.8				
29	.449	.449			1.0	7.1	0.8				
30	.442	.442			1.7	7.2	0.9				
31	.416		.372	.044	1.6	7.0	0.9				
Total	13.943	11.075	2.623	.245	29.4	190.8	45.8	395.5	357	4.53	11.67
Mo. Avg.	.450	.357	.085	.008	1.09	7.07	1.7	197.8	178.5	2.27	5.8

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: October 1, 2015 To October 31, 2015

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
EFB-001		EFA-001	EFA-001	EFA-001					
1	<0.5	<1							
2									
3									
4									
5	<0.5	<1							
6	<0.5	<1	16.7	4.43					
7	<0.5	<1							
8	<0.5	<1							
9									
10									
11									
12	1.0	<1							
13	<0.5	<1							
14	1	<1							
15	1.4	<1							
16									
17									
18									
19	1.4	<1							
20	<0.5	<1	8.87	2.05					
21	<0.5	<1							
22	3.8	<1							
23									
24									
25									
26	1.0	<1							
27	2.0	<1							
28	<0.5	<1							
29	<0.5	<1							
30									
31									
Total	12.95	8.5	25.57	6.48					
Avg.	0.76	0.5	12.79	3.24					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 37 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **U-001**
 MONITORING GROUP DESCRIPTION: two Class V injection wells

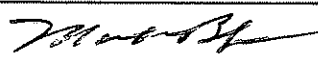
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **November 1, 2015** to **November 30, 2015**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.255						
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.276						
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.82				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.07				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.86				
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			<0.5				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	12/23/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

NUMBER:

MONITORING PERIOD From: November 1, 2015 To:

PERMIT NUMBER: EA014951-011-DW2P

Docket No. 20170141-SU
Additional Engineering Information

Exhibit CAJ-2

Page 38 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.8		7.0				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.6						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				17.7					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			2.07	2.07	2.07				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				4.87					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			1.88	1.88	1.88				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 39 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: November 1, 2015 November 30, 2015

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND PARM Code 50050 Y Mon. Site No. FLW-003	Sample Measurement		.203								
	Permit Requirement		.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - POND PARM Code 50050 1 Mon. Site No. FLW-003	Sample Measurement		.112								
	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - MCDC PARM Code 50050 Q Mon. Site No. FLW-004	Sample Measurement		.011								
	Permit Requirement		(An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Solids, Total Suspended PARM Code 00530 B Mon. Site No. EFB-001	Sample Measurement					2.0					
	Permit Requirement					5.0 (Max.)	mg/L			4 Days/Week	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement					<1					
	Permit Requirement					25 (Max.)	#/100mL			4 Days/Week	Grab
Coliform, Fecal, % less than detection PARM Code 51005 A Mon. Site No. EFA-001	Sample Measurement				100%						
	Permit Requirement				75 (Mo.Total)		percent			4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	12/23/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

November 17, 2015 TN and TP sample was lost between U.S Water Lab and Sanders Lab.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **EA014951-011-DW2P**
Docket No. 20170141-SU
 Additional Engineering Information

MONITORING PERIOD From: **November 1, 2015** To: **November 30, 2015**

Exhibit CAJ-2

Page 40 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				76.8		7.0				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.0				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.469								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.82					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.07	2.07	1.54				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.400	.464								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						93%	%			
PARM Code 00180 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						295.3				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						259.5				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 41 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

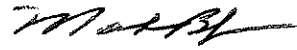
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: November 1, 2015 To: November 30, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.9						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	12/23/2015

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: November 1, 2015 To November 30, 2015**

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.427	.427									
2	.427	.427			0.9	7.0	0.8				
3	.399		.360	.039	1.9	6.9	1.0	295.3	259.5	2.07	<0.5
4	.392	.229	.147	.016	1.6	6.9	0.9				
5	.393	.229	.152	.012	2.2	6.8	0.9				
6	.377		.334	.043	2.5	6.8	2.0				
7	.363	.210	.140	.013	1.7	6.8	3.0				
8	.368	.368									
9	.369	.369			1.5	6.9	1.8				
10	.374		.334	.040	2.0	6.7	0.5				
11	.386		.343	.043	1.6	6.9	0.9				
12	.355	.207	.135	.013	1.5	6.9	2.1				
13	.385	.225	.148	.012	1.8	6.8	2.8				
14	.398	.398			1.3	6.8	1.2				
15	.392	.392									
16	.392	.392			1.0	6.8	2.0				
17	.481	.481			0.6	6.8	1.2	204	196	<2	<0.5
18	.471		.427	.044	1.5	6.9	1.4				
19	.440	.440			1.2	6.9	1.0				
20	.398	.398			0.9	6.8	1.1				
21	.396	.396			1.0	6.9	0.9				
22	.433	.433			0.8	6.9	0.9				
23	.463	.463			0.6	6.8	1.1				
24	.406		.364	.042	1.7	6.9	1.9				
25	.369	.215	.139	.015	2.0	6.9	2.0				
26	.429	.250	.163	.016	1.5	6.9	2.5				
27	.380	.380			1.0	6.9	2.5				
28	.387	.226	.149	.012	1.6	6.9	1.9				
29	.368	.368									
30	.369	.369			1.0	6.8	0.3				
31											
Total	11.987	8.296	3.355	.360	36.9	178.3	38.6	499.3	455.5	3.07	
Mo. Avg.	.400	.276	.112	.012	1.4	6.9	1.5	249.7	227.8	1.54	

Additional Engineering Information Exhibit CAJ-2 Page 42 of 250

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: **November 1, 2015** To **November 30, 2015**

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1								
2	2.0	<1						
3	<0.5	<1	2.07	1.88				
4	<0.5	<1						
5	<0.5	<1						
6								
7								
8								
9	1.0	<1						
10	1.0	<1						
11	1.0	<1						
12	1.0	<1						
13								
14								
15								
16	1.2	<1						
17	<0.5	<1	LS	LS				
18	<0.5	<1						
19	<0.5	<1						
20								
21								
22								
23	<0.5	<1						
24	<0.5	<1						
25	<0.5	<1						
26	<0.5	<1						
27								
28								
29								
30	<0.5	<1						
31								
Total	9.95	8.5	2.07	1.88				
Avg.	0.59	0.5	2.07	1.88				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

ISSUANCE/REISSUANCE DATE: February 20, 2012

DEP Form 62-620.910(10), Effective Nov. 29, 1994

 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 43 of 150

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 44 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

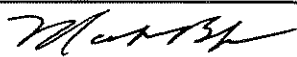
COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD

From: December 1, 2015 December 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.254							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.330							
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.89					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.95	1.95	1.84			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.90					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.67	1.67	0.72			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: ^{Docket No. 20170141-SU} EA014951-011-DWZP

MONITORING PERIOD From: December 1, 2015 To: December 31, 2015

Additional Engineering Information
Exhibit CAJ-2
Page 45 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52						
	Permit Requirement				200 (An.Avg.)			#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5					
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)		#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				6.8	7.0					
	Permit Requirement				6.0 (Min.)	8.5 (Max.)		s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				0.5						
	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				16.09						
	Permit Requirement				Report (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement				2.44	2.44	1.75				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				4.59						
	Permit Requirement				Report (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement				1.37	1.37	1.16				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 46 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island

 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
MONITORING PERIOD From: December 1, 2015 December 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.197						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.082						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			1.8				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

November 17, 2015 TN and TP sample was lost between U.S Water Lab and Sanders Lab.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP R-001

PERMIT NUMBER: DEP No. 5107014-2

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: December 1, 2015 To:

December 31, 2015

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.8		7.0				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						2.5				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement	.462									
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement	0.499 (An.Avg.)		MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.89						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.95	1.95	1.84				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.421	.424								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						85%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						416.5				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						284.5				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 48 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
LOCATION: 6630 Front St., Stock Island
Key West, FL 33045-

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity

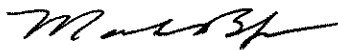
REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Monroe
South District

RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD From: December 1, 2015 To: December 31, 2015

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	4.7						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	01/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: **December 1, 2015** To **December 31, 2015**

 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 49 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.401		.354	.047	2.0	6.9	0.2	255	276	1.81	<0.5
2	.390	.227	.147	.016	1.7	6.9	0.4				
3	.373	.218	.142	.013	1.5	6.8	0.4				
4	.597	.597			0.6	6.9	0.5				
5	.715	.715			0.5	6.8	0.8				
6	.438	.438			0.8	7.0	0.3				
7	.453	.453			0.7	6.9	0.3				
8	.503	.503			1.4	6.9	0.5				
9	.445	.445			1.1	7.0	0.3				
10	.449	.449			1.0	7.0	0.8				
11	.423	.423			1.5	7.0	2.5				
12	.452	.452			1.0	6.9	1.3				
13	.440	.440									
14	.440	.440			1.3	7.0	0.9				
15	.378	.378			1.1	6.9	0.8	216	229	1.95	<0.5
16	.429	.250	.161	.018	1.8	6.9	0.7				
17	.377	.220	.141	.016	1.8	6.9	0.8				
18	.383	.223	.147	.013	1.7	6.9	0.6				
19	.406	.237	.157	.012	1.7	6.9	0.7				
20	.317	.317			1.6	6.9	0.7				
21	.347	.347			1.8	7.0	0.9				
22	.406	.237	.156	.013	1.6	6.9	0.6				
23	.415	.242	.159	.014	1.6	7.0	0.7				
24	.388		.345	.043	1.6	7.0	1.0				
25	.399	.399			1.0	6.9	1.0				
26	.378	.378			1.3	7.0	1.3				
27	.375	.375									
28	.376	.376			1.1	6.9	0.6				
29	.391		.345	.046	1.7	6.9	0.4	416.5	284.5	1.76	1.67
30	.405	.236	.154	.015	1.9	6.9	2.7				
31	.375	.219	.140	.016	2.2	6.8	0.4				
Total	13.064	10.234	2.548	.282	40.6	200.7	23.1	887.5	789.5	5.52	2.17
Mo. Avg.	.421	.330	.82	.009	1.4	6.9	0.79	295.8	263.2	1.84	0.72

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: December 1, 2015 To December 31, 2015

C	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530	74055	00600	00665						
EFB-001	EFA-001	EFA-001	EFA-001						
1	1.0	<1	1.56	1.33					
2	1.2	<1							
3	<0.5	<1							
4									
5									
6									
7	<0.5	<1							
8	<0.5	<1							
9	<0.5	<1							
10	<0.5	<1							
11									
12									
13									
14	<0.5	<1							
15	<0.5	<1	2.44	0.79					
16	<0.5	<1							
17	<0.5	<1							
18									
19									
20									
21	<0.5	<1							
22	1.0	<1							
23	1.8	<1							
24	<0.5	<1							
25									
26									
27									
28	1.0	<1							
29	1.4	<1	1.26	1.37					
30	1.2	<1							
31	1.2	<1							
Total	12.55	9.5	5.26	3.49					
Avg.	0.66	0.5	1.75	1.16					

PLANT STAFFING:
 Day Shift Operator Class: B Certificate No: 20501 Name: Greg Wright
 Day Shift Operator Class: Certificate No: Name:
 Night Shift Operator Class: Certificate No: Name:
 Lead Operator Class: B Certificate No: 5355 Name: Mark Burkemper

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 51 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

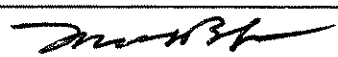
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: January 1, 2016 January 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement		.256								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement		499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement		.316								
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.79						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L			Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.94	1.94	1.78				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement					1.64					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				2.33	2.33	1.29				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	02/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

NUMBER:

MONITORING PERIOD From: January 1, 2016 To:

PERMIT NUMBER: FLA014951-011-DW21

Docket No. 20170141-SU
Additional Engineering Information

Exhibit CAJ-2

Page 52 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An. Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.8		7.0				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			2.6	2.6	1.95				
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			1.17	1.17	1.13				
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 53 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P


FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic
 MONITORING PERIOD From: January 1, 2016 January 31, 2016

COUNTY: Monroe
 OFFICE: South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.191						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.092						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			2.4				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	02/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

November 17, 2015 TN and TP sample was lost between U.S Water Lab and Sanders Lab.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **FLA014951-011-DW2P**

Desk No. 20170144-SU
Additional Engineering Information

NUMBER:

MONITORING PERIOD From: **January 1, 2016** To: **January 31, 2016**

January 31, 2016

Exhibit CAJ-2

Page 54 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.8		7.0				
PARM Code 00400 - A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 - A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.3				
PARM Code 00070 - B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.457								
PARM Code 50050 - R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.79					
PARM Code 80082 - Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.94	1.94	1.78				
PARM Code 80082 - A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.418	.413								
PARM Code 50050 - S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						83%	%			
PARM Code 00180 - 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						377.06				
PARM Code 80082 - G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						252				
PARM Code 00530 - Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 55 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

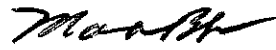
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: January 1, 2016 To: January 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	3.7	Report (Mo.Total)	dry tons					0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	02/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

Monitoring Period From: January 1, 2016 To January 31, 2016

 Docket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 56 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.396	.196	.177	.023	1.8	6.8	1.2				
2	.389		.341	.048	1.8	6.8	2.0				
3	.394	.394			1.1	6.9	1.8				
4	.445	.445			1.5	6.9	0.4				
5	.427	.427			0.9	6.9	0.3				
6	.366	.213	.141	.012	1.6	6.9	0.8				
7	.452	.452			1.0	6.8	1.5				
8	.431	.251	.166	.014	1.5	6.8	2.5				
9	.422	.246	.164	.012	1.6	6.9	0.5				
10	.390	.390			1.3	6.9	2.1				
11	.421	.421			1.4	6.9	1.3				
12	.420	.245	.160	.015	1.8	6.8	0.2	346.47	233	1.94	2.33
13	.451	.263	.171	.017	1.8	6.8	0.8				
14	.419		.368	.051	1.7	6.9	0.9				
15	.424	.424			0.5	6.9	0.3				
16	.495	.495			0.5	7.0	0.4				
17	.437	.437			0.5	6.9	0.9				
18	.445	.445			0.7	6.8	0.4				
19	.425	.425			0.7	6.8	0.7				
20	.362	.362			1.0	6.9	0.8				
21	.367	.367			1.0	6.9	0.9				
22	.395		.346	.049	1.8	6.9	1.1				
23	.482	.281	.191	.010	1.6	6.8	1.0				
24	.426	.426			1.5	6.9	0.9				
25	.398	.398			0.9	6.9	2.0				
26	.399	.233	.149	.017	1.8	6.9	0.4	377.06	252	1.62	<.5
27	.409	.239	.149	.021	1.6	6.8	1.4				
28	.408	.238	.136	.024	1.9	6.8	3.3				
29	.450	.262	.181	.007	1.8	6.9	0.6				
30	.435	.435			0.5	7.0	2.0				
31	.390	.390									
Total	12.970	9.80	2.85	.320	39.1	206.1	33.4	723.53	485	3.56	2.58
Mo. Avg.	.418	.316	0.92	.010	1.3	6.9	1.1	361.77	242.5	1.78	1.29

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkenper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: January 1, 2016 To January 31, 2016

Cognate No.	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
EFB-001		EFA-001	EFA-001	EFA-001					
1									
2									
3									
4	1.8	<1							
5	1.8	<1							
6	2.0	<1							
7	2.2	<1							
8									
9									
10									
11	2.4	<1							
12	2.0	<1	1.30	1.17					
13	<0.5	<1							
14	<0.5	<1							
15									
16									
17									
18	2.0	<1							
19	<0.5	<1							
20	<0.5	<1							
21	1.4	<1							
22									
23									
24									
25	<0.5	<1							
26	<0.5	<1	2.60	1.1					
27	<0.5	<1							
28	<0.5	<1							
29									
30									
31									
Total	17.6	8	3.9	2.27					
Avg.	1.1	0.5	1.95	1.13					

PLANT STAFFING:
 Day Shift Operator Class: B Certificate No: 20501 Name: Greg Wright
 Day Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: B Certificate No: 5355 Name: Mark Burkemper

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 58 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875


PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045
 COUNTY: Monroe
 OFFICE: South District

PERMIT NUMBER: FLA014951-011-DW2P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP: two Class V injection wells
 DESCRIPTION:
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: February 1, 2016 February 29, 2016

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.261							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.378							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.79					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.89	1.89	1.45			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.56					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			0.25	0.25	0.25			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	03/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

NUMBER:

MONITORING PERIOD From: February 1, 2016 To:

PERMIT NUMBER: FLA014951-011-DWSP

Additional Engineering Information

February 29, 2016

Exhibit CAJ-2

Page 59 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.52	0.52				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.7		7.0				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			1.4	1.4	1.0				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.94	0.94	0.7				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 60 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045


RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: February 1, 2016 February 29, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.182						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.045						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			2.0				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			94%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	03/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **CAJ-05-011-1A-2**

Additional Engineering Information

MONITORING PERIOD **From: February 1, 2016 To: February 29, 2016**

February 29, 2016

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.7	7.0				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5					
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)		mg/L		Continuous	Meter
Turbidity	Sample Measurement					2.7				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement					Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.454							
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD					5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.79				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.89	1.89				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.434	.424							
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						85%	%		
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent	Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						325.5			
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						374			
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 62 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: February 1, 2016 To: February 29, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	5.3	Report (Mo. Total)	dry tons				0	Monthly	Calculated	

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	03/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number:

FLA014951-011-DW2P

Facility:

Key West Resort Utility WWTP

Monitoring Period

From: February 1, 2016 To February 29, 2016

 Docket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 63 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.392	.392			0.8	6.9	0.7				
2	.530	.530			1.0	6.9	1.7				
3	.502	.502			0.6	6.8	1.3				
4	.419	.419			0.6	6.9	1.4				
5	.433	.433			0.5	6.9	1.5				
6	.463	.463			0.6	6.9	1.6				
7	.484	.484									
8	.469	.469			0.8	6.8	1.1				
9	.448	.448			0.8	6.9	2.7	229.41	242	<2.0	<0.5
10	.426	.426			1.0	6.8	0.3				
11	.416	.416			0.9	6.8	1.6				
12	.401	.401			0.8	6.9	1.0				
13	.543	.543			0.5	6.8	0.8				
14	.380	.380			0.6	6.9	0.7				
15	.432	.432			1.6	6.8	1.0				
16	.386	.386			0.7	6.8	1.7				
17	.408	.238	.141	.029	1.5	7.0	0.8				
18	.458	.267	.154	.037	1.7	7.0	0.8				
19	.372	.206	.100	.066	2.7	7.0	0.9				
20	.405	.236	.154	.015	0.5/1.5	7.0	0.8				
21	.376	.376			0.5	6.8	1.5				
22	.391	.391			1.3	6.9	2.5				
23	.431	.251	.156	.024	1.5	6.9	0.6	325.5	374	1.89	<0.5
24	.477	.277	.180	.020	1.6	6.8	0.5				
25	.451	.261	.167	.023	2.5	6.7	0.4				
26	.435	.254	.166	.015	1.5	6.8	0.5				
27	.405	.227	.101	.077	1.6	6.8	0.9				
28	.414	.414			1.0	6.8	1.0				
29	.426	.426			1.0	6.7	0.5				
30											
31											
Total	12.573	10.948	1.319	.306	30.7	192	30.8	554.91	616	2.89	0.5
Mo. Avg.	.434	.378	.045	.011	1.10	6.86	1.10	277.5	308	1.45	0.25

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: February 1, 2016 To February 29, 2016

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
EFB-001		EFA-001	EFA-001	EFA-001					
1	<0.5	<1							
2	<0.5	<1							
3	<0.5	<1							
4	<0.5	<1							
5									
6									
7									
8	<0.5	<1							
9	1.2	<1	0.60	0.94					
10	2.0	1							
11	<0.5	<1							
12									
13									
14									
15	<0.5	<1							
16	<0.5	<1							
17	<0.5	<1							
18	1.0	<1							
19									
20									
21									
22	<0.5	<1							
23	1.0	<1	1.4	0.46					
24	<0.5	<1							
25	<0.5	<1							
26									
27									
28									
29	<0.5	<1							
30									
31									
Total	8.45	9	2.0	1.4					
Avg.	0.5	0.53	1.0	0.7					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 65 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

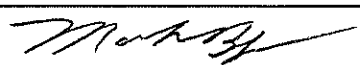
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: March 1, 2016 March 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.258							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.231							
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.94					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			5.94	5.94	4.78			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.51				
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			<0.5	<0.5	0.25			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	04/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: ^{Docket No. 20179141-SU} ~~PLA01495F-01-DWTP~~

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: March 1, 2016 To:

March 31, 2016

Exhibit CAJ-2

Page 66 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement				0.52					
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal	Sample Measurement				0.5	0.5				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH	Sample Measurement			6.6		6.8				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement			0.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement				MNR					
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement			1.6	1.6	1.05				
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				MNR					
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement			0.19	0.19	0.17				
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 67 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **March 1, 2016** **March 31, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.179						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.145						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			3.4				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	04/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **PC011951-011-DW2P**

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: **March 1, 2016** To: **March 31, 2016**

March 31, 2016

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.6		6.8				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						2.7				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.447								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					1.94					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				5.94	5.94	4.78				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.387	.413								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						83%	%			
PARM Code 00180 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						271				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						226				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 69 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

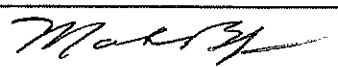
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: March 1, 2016 To: March 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	12.7						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	04/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: March 1, 2016** To **March 31, 2016**

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine , Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.405	.236	.137	.032	1.9	6.7	1.0				
2	.400	.233	.140	.027	2.7	6.8	2.0				
3	.398	.232	.121	.045	1.5	6.8	1.2				
4	.373	.216	.120	.037	1.5	6.7	1.6				
5	.377	.377			0.5	6.8	1.8				
6	.366	.366			1.7	6.8	1.8				
7	.370	.370			1.8	6.7	1.6				
8	.406	.236	.141	.029	1.8	6.6	2.0	271	164	3.61	.5
9	.439	.253	.160	.026	1.8	6.7	2.5				
10	.407	.237	.170		1.6	6.7	2.4				
11	.424	.247	.177		1.8	6.6	0.5				
12	.411	.411			0.6	6.7	1.3				
13	.314	.314			1.0	6.7	1.2				
14	.416	.416			0.6	6.6	1.4				
15	.466	.266	.200		1.7	6.7	1.3				
16	.391		.380	.011	1.9	6.7	2.7				
17	.370		.359	.011	1.9	6.7	2.2				
18	.350		.339	.011	1.5	6.6	1.3				
19	.346	.346			0.6	6.6	1.3				
20	.405	.405			1.0	6.6	0.9				
21	.406	.406			0.9	6.7	0.3				
22	.369		.356	.013	1.6	6.7	0.5	249.5	226	5.94	<0.5
23	.377		.365	.012	1.6	6.7	0.5				
24	.368		.357	.011	1.8	6.8	1.0				
25	.348		.337	.011	1.7	6.7	0.8				
26	.354	.354			0.7	6.7	1.0				
27	.391	.391			0.6	6.6	0.8				
28	.349	.349			1.0	6.8	0.4				
29	.403	.260	.134	.009	1.8	6.8	0.4				
30	.411	.239	.150	.022	1.8	6.8	0.4				
31	.392		.361	.031	1.6	6.7	0.9				
Total	12.002	7.160	4.504	.338	44.5	207.8	39	520.5	390	9.55	
Mo. Avg.	.387	0.231	.145	.011	1.45	6.7	1.26	260.3	195	4.78	

 Additional Reporting Information
 Exhibit CAJ-2
 Page 701 of 290
 Docket No. 20170141-SU

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: March 1, 2016 To March 31, 2016

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Mon. Site	00530	74055	00600	00665				
	EFB-001	EFA-001	EFA-001	EFA-001				
1	<0.5	<1						
2	<0.5	<1						
3	<0.5	<1						
4								
5								
6								
7	1.2	<1						
8	2.6	<1	.050 .50	0.19				
9	2.8	<1						
10	3.4	<1						
11								
12								
13								
14	<0.5	<1						
15	<0.5	<1						
16	1.4	<1						
17	1.6	<1						
18								
19								
20								
21	1.6	<1						
22	3.4	<1	1.6	0.14				
23	2.0	<1						
24	<0.5	<1						
25								
26								
27								
28	<0.5	<1						
29	<0.5	<1						
30	<0.5	<1						
31	<0.5	<1						
Total	22.5	9.5	2.1	0.33				
Avg.	1.18	0.5	1.05	0.17				

 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 71 of 250

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 72 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP: two Class V injection wells
 DESCRIPTION:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: April 1, 2016 April 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.260							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.160							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.05					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			4.23	4.23	3.10			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.39					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
Solids, Total Suspended	Sample Measurement			1.8	1.8	1.03			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkenper / Lead Operator		(305)295-3301	05/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001
 NUMBER:

PERMIT NUMBER: ^{Docket No. 20170141-SU} ~~FLA014951-011-DW2P~~
 Additional Engineering Information
 Exhibit CAJ-2
 Page 73 of 250

MONITORING PERIOD From: April 1, 2016 To:

April 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement				0.52					
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal	Sample Measurement				0.5	0.5				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH	Sample Measurement			6.7		6.9				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement			0.7						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement				MNR					
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement			2.2	2.2	1.85				
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				MNR					
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement			0.94	0.94	0.71				
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 74 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: April 1, 2016 April 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.169						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.189						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			2.4				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkenper / Lead Operator		(305)295-3301	05/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP NUMBER: **R-001**

PERMIT NUMBER: **FLA014951-011-DW2P**
 Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 75 of 260

MONITORING PERIOD From: **April 1, 2016** To: **April 30, 2016**

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.7		6.9				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.0				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.440								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An. Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.05					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				4.23	4.23	3.10				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk. Avg.)	30.0 (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.368	.396								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo. Avg.)	Report (Qt. Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						79%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo. Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						323.85				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						296				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 76 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-


LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **RMP-Q**
 MONITORING GROUP DESCRIPTION: **Biosolids Quantity**
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: April 1, 2016 To: April 30, 2016

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.1						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	05/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: April 1, 2016 To April 30, 2016**

 Docket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 77 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFA-001	INF-001	INF-001	EFA-001	EFA-001
1	.363		.333	.030	1.7	6.7	0.7				
2	.374	.374			0.8	6.8	0.8				
3	.357	.357			0.9	6.8	1.0				
4	.322	.322			1.0	6.7	0.5				
5	.385		.353	.032	1.6	6.9	3.0	245	235	4.23	<0.5
6	.361		.329	.032	1.6	6.8	1.9				
7	.355		.327	.028	1.6	6.7	1.3				
8	.364		.332	.032	1.5	6.8	1.3				
9	.412	.412			1.7	6.9	0.8				
10	.365	.365			1.8	6.8	1.5				
11	.321	.321			1.4	6.8	1.3				
12	.364		.330	.034	1.7	6.7	0.8				
13	.379		.349	.030	1.6	6.7	0.7				
14	.350		.313	.037	1.6	6.7	0.9				
15	.343		.319	.024	1.8	6.8	0.8				
16	.342	.342			1.8	6.9	0.9				
17	.318	.318			1.6	6.8	1.3				
18	.378	.378			1.4	6.9	1.5				
19	.288		.241	.047	1.8	6.7	1.7	323.85	296	1.96	1.8
20	.423		.395	.028	1.8	6.8	0.8				
21	.321		.281	.030	1.9	6.8	0.7				
22	.424		.409	.015	1.8	6.7	0.4				
23	.429	.429			1.8	6.9	1.6				
24	.429	.429			1.7	6.8	1.3				
25	.422	.422			0.7	6.8	0.6				
26	.387		.318	.069	1.8	6.7	0.4				
27	.392		.356	.036	1.6	6.7	1.5				
28	.362		.329	.033	1.7	6.8	0.9				
29	.387		.353	.034	1.6	6.7	0.7				
30	.321	.321			0.7	6.8	0.7				
31											
Total	11.028	4.790	5.667	.571	46	203.4	32.3	568.85	531	6.19	2.05
Mo. Avg.	.368	.160	.189	.019	1.53	6.78	1.07	284.43	265.5	3.10	1.03

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number:

FLA014951-011-DW2P

Facility:

Key West Resort Utility WWTP

Monitoring Period

 From: April 1, 2016 To April 30, 2016

Date	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
Mon Site: EFB-001		EFA-001	EFA-001	EFA-001					
1									
2									
3									
4	<0.5	<1							
5	1.6	<1	2.20	0.47					
6	<0.5	<1							
7	<0.5	<1							
8									
9									
10									
11	<0.5	<1							
12	<0.5	<1							
13	<0.5	<1							
14	1.4	<1							
15									
16									
17									
18	1.8	<1							
19	<0.5	<1	1.5	0.94					
20	<0.5	<1							
21	1.0	<1							
22									
23									
24									
25	1.0	<1							
26	<0.5	<1							
27	2.4	<1							
28	1.4	<1							
29									
30									
31									
Total	12.85	16	3.7	1.41					
Avg.	0.80	0.5	1.85	0.71					

PLANT STAFFING:
 Day Shift Operator Class: B Certificate No: 20501 Name: Greg Wright
 Day Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: B Certificate No: 5355 Name: Mark Burkemper

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 79 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
LOCATION: 6630 Front St., Stock Island
Key West, FL 33045

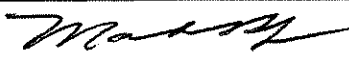
LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: **U-001**
MONITORING GROUP: two Class V injection wells
DESCRIPTION:
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD From: **May 1, 2016** To: **May 31, 2016**

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Monroe
OFFICE: South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.259							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.195							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.13					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.01	2.01	1.94			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.39					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.67	1.67	1.20			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	06/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-011-DW2P

NUMBER:

Docket No. 20170141-SU

MONITORING PERIOD From: May 1, 2016 To:

May 31, 2016 Additional Engineering Information

Exhibit CAJ-2

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Page 80 of 250 Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.6		6.9				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			1.30	1.30	1.07				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			1.17	1.17	0.80				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 81 of 250

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: May 1, 2016 May 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.163						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.172						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			7.2				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	06/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): On May 12, the turbidity went above our automated limit of 3.5 NTU (4.2 NTU) and therefore rejected .200 MGD to wells at 7.2 mg/L TS. Since effluent was rejected from reuse and went to wells, there was no violation.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP R-001
NUMBER:

PERMIT NUMBER: FLA014951-011-DW2P

Docket No. 20170141-SU

MONITORING PERIOD From: May 1, 2016 To:

May 31, 2016 Additional Engineering Information

Exhibit CAJ-2
Page 82 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.6		6.9			
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5					
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L	Continuous	Meter
Turbidity	Sample Measurement						4.2			
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU	Continuous	Meter
Flow - TOTAL	Sample Measurement		.433							
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD					5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.13				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L	Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.01	2.01	1.94			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.386	.380							
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						76%	%		
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent	Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						379.0			
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						254.0			
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L	Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 83 of 250

PERMITTEE NAME: K W Utility Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
LOCATION: 6630 Front St., Stock Island
Key West, FL 33045-

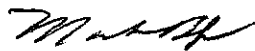
LIMIT:
CLASS SIZE: Final
MONITORING GROUP NUMBER: N/A
MONITORING GROUP DESCRIPTION: **RMP-Q**
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD **Biosolids Quantity**
From: May 1, 2016 To: May 31, 2016

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Monroe
South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	7.2						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	06/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: May 1, 2016 To May 31, 2016**

 No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 84 of 250

Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L	
Code	Code	Code	Code	Code	Code	Code	Code	Code	Code	Code	
FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001	
1	.436	.436			0.6	6.8	0.7				
2	.383	.383			1.6	6.8	0.5				
3	.450		.403	.047	2.6	6.6	1.5	215.4	180	1.88	<0.5
4	.454		.406	.048	1.6	6.7	1.8				
5	.431	.251	.168	.012	1.5	6.8	2.4				
6	.432	.252	.168	.012	1.7	6.8	1.6				
7	.391	.391			0.8	6.7	1.4				
8	.402	.402									
9	.388	.388			0.8	6.8	0.5				
10	.406		.362	.044	1.7	6.7	0.8				
11	.353		.320	.033	1.5	6.7	1.4				
12	.369	.200	.134	.035	1.8	6.6	4.2				
13	.364		.329	.035	1.5	6.7	1.6				
14	.354	.354			1.0	6.8	3.2				
15	.303	.303			1.5	6.8	1.5				
16	.338	.338			0.6	6.7	2.0				
17	.422		.387	.035	1.6	6.8	2.0	379.0	254.0	1.94	1.67
18	.405		.372	.033	1.5	6.7	0.5				
19	.402		.368	.034	1.5	6.8	1.1				
20	.447		.405	.042	1.5	6.7	1.1				
21	.382	.382			0.6	6.8	1.3				
22	.357	.357									
23	.358	.358			1.0	6.8	0.5				
24	.374		.345	.029	3.6	6.7	0.5				
25	.355		.321	.034	1.6	6.8	1.0				
26	.376		.339	.037	1.6	6.7	1.1				
27	.362	.362			1.5	6.8	2.0				
28	.375	.375			1.9	6.7	1.4				
29	.349	.349			3.0	6.8	0.7				
30	.366	.366			1.5	6.9	1.0				
31	.389		.323	.066	1.7	6.7	0.5	205.3	191.0	2.01	1.67
Total	11.973	6.047	5.350	.576	44.9	195.7	39.8	799.7	625	5.83	3.59
Mo. Avg.	.386	.195	.172	.019	1.55	6.75	1.37	266.6	208.3	1.94	1.20

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number:

FLA014951-011-DW2P

Facility:

Key West Resort Utility WWTP

Monitoring Period

 From: May 1, 2016 To May 31, 2016

Code	00530	74055	00600	00665						
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001						
	Suspended Solids, Total mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L						
1										
2	3.0	<1								
3	<0.5	<1	0.60	1.17						
4	<0.5	<1								
5	<0.5	<1								
6										
7										
8										
9	<0.5	<1								
10	<0.5	<1								
11	1.4	<1								
12	7.2	<1								
13										
14										
15										
16	2.6	<1								
17	1.6	<1	1.30	0.26						
18	2.0	<1								
19	<0.5	<1								
20										
21										
22										
23	1.8	<1								
24	1.2	<1								
25	1.2	<1								
26	<0.5	<1								
27										
28										
29										
30	<0.5	<1 Q								
31	<0.5	<1	1.30	0.97						
Total	24.25	9	3.20	2.40						
Avg.	1.35	0.5	1.07	0.80						

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 86 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2016 June 30, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement		.257								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement		499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement		.185								
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.15						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L			Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.83	2.83	2.30				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement					1.38					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.67	1.67	0.96				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	07/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: June 1, 2016 To:

Docket No. 20170141-SU
Additional Engineering Information

Exhibit CA.1-2

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.8		7.6				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.6						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			1.6	1.6	1.6				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.83	0.83	0.55				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER:

FLA014951-011-DW2P

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 88 of 250

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island

LIMIT:
 CLASS SIZE:
 MONITORING GROUP NUMBER:
 MONITORING GROUP DESCRIPTION:
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

Final
 N/A
 R-001
 reuse storage golf course pond and irrigation system, with Influent

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic


Key West, FL 33045

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: June 1, 2016 June 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND PARM Code 50050 Y Mon. Site No. FLW-003	Sample Measurement	.154						
	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND PARM Code 50050 I Mon. Site No. FLW-003	Sample Measurement	.154						
	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC PARM Code 50050 Q Mon. Site No. FLW-004	Sample Measurement	.012						
	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended PARM Code 00530 B Mon. Site No. EFB-001	Sample Measurement			2.6				
	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement			<1				
	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection PARM Code 51005 A Mon. Site No. EFA-001	Sample Measurement			100%				
	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	07/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): On May 12, the turbidity went above our automated limit of 3.5 NTU (4.2 NTU) and therefore rejected .200 MGD to wells at 7.2 mg/L TS! Since effluent was rejected from reuse and went to wells, there was no violation.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: June 1, 2016 To: June 30, 2016

Docket No. 20170141-SU

Frequency of Exhibit CAJ-2

Analysis Page 89 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Additional Engineering Information
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				6.8		7.6				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				1.5						
	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement						2.4				
	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL PARM Code 50050 R Mon. Site No. FLW-001	Sample Measurement		.424								
	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement					2.15					
	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement				2.83	2.83	2.30				
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL PARM Code 50050 S Mon. Site No. FLW-001	Sample Measurement	.358	.371								
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 1 Mon. Site No. FLW-001	Sample Measurement						74%	%			
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement						223.5				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 Q Mon. Site No. INF-001	Sample Measurement						236.0				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 90 of 250

PERMITTEE NAME: K W Utility Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
LOCATION: 6630 Front St., Stock Island
Key West, FL 33045-


RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:

COUNTY: Monroe
South District

MONITORING PERIOD From: June 1, 2016 To: June 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	8.4						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	07/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: June 1, 2016** To **June 30, 2016**

 Docket No. 20170141-SU
 Operating Information
 Exhibit CAJ-2
 Page 91 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.382		.345	.037	1.5	6.8	0.7				
2	.369	.215	.143	.001	2.3	6.9	1.0				
3	.328		.300	.082	2.5	6.6	0.7				
4	.331	.331			1.5	6.8	0.8				
5	.353	.353			0.9	6.8	0.9				
6	.394	.394			1.8	6.8	0.8				
7	.377	.377			0.6	6.8	0.5				
8	.373	.373			0.7	6.9	2.4				
9	.364	.364			0.7	6.9	0.5				
10	.384		.318	.066	1.8	6.8	1.0				
11	.394	.394			1.6	6.8	0.9				
12	.360	.360									
13	.361	.361			0.7	6.8	1.0				
14	.348		.310	.038	1.7	6.9	0.7	180.5	236.0	1.76	1.67
15	.344		.301	.043	1.5	6.9	0.6				
16	.376		.325	.051	1.8	7.2	1.5				
17	.395		.359	.036	1.6	7.3	0.5				
18	.325	.325			1.3	7.3	1.4				
19	.338	.338			1.1	7.2	1.0				
20	.348	.348			1.0	7.4	1.4				
21	.339		.281	.058	1.9	7.3	0.4				
22	.374		.344	.030	1.7	7.4	1.1				
23	.341		.311	.030	1.7	7.3	2.4				
24	.359		.327	.032	1.6	7.3	0.5				
25	.390	.390			0.6	7.2	0.9				
26	.346	.346			0.7	7.2	0.5				
27	.283	.283			1.0	7.3	0.4				
28	.380		.332	.048	1.6	7.6	1.4	223.5	214	2.83	<0.5
29	.363		.319	.044	1.7	7.5	0.5				
30	.332		.304	.028	1.8	7.5	2.0				
31											
Total	10.751	5.552	4.619	.580	40.9	205.5	28.4	404	450	4.59	1.92
Mo. Avg.	.358	.185	.154	.019	1.41	7.08	0.98	202	225	2.3	0.96

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number: **FLA014951-011-DW2P**

Facility: **Key West Resort Utility WWTP**

Monitoring Period From: June 1, 2016 To June 30, 2016

Code	Suspended Solids, mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001					
1	1.0	<1							
2	1.4	<1							
3									
4									
5									
6	<0.5	<1							
7	<0.5	<1							
8	<0.5	<1							
9	1.6	<1							
10									
11									
12									
13	1.2	<1							
14	1.2	<1	1.60	0.83					
15	2.0	<1							
16	1.2	<1							
17									
18									
19									
20	1.2	<1							
21	1.0	<1							
22	1.0	<1							
23	1.2	<1 Q							
24									
25									
26									
27	<0.5	<1							
28	<0.5	<1	1.6	0.26					
29	2.6	<1							
30	<0.5	<1							
31									
Total	18.1	9	3.2	1.09					
Avg.	1.0	0.5	1.6	0.55					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 93 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

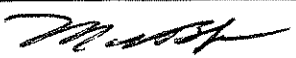
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: July 1, 2016 July 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.138						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.160						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.014						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			1.8				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkeinper / Lead Operator		(305)295-3301	08/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: 0046000950070-DW-00

MONITORING PERIOD From: July 1, 2016 To: July 31, 2016

Additional Engineering Information Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.9		7.3				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						1.8				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.418								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.20					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.12	2.12	1.56				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.362	.369								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						74%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						281				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						263				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 95 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stook Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: July 1, 2016 To: July 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.267						
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.184						
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.20				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.12				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.30				
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			<0.5				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	mg/L		Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	08/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FL A014951-011-DW2P

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: July 1, 2016 To:

July 31, 2016

Exhibit CAJ-2

Page 06 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement					0.50					
	Permit Requirement					200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement					0.5	0.5				
	Permit Requirement					200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				6.9		7.3				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				0.5						
	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement					MNR					
	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement				2.4	2.4	2.1				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement					MNR					
	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement				0.74	0.74	0.59				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 97 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

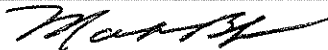
FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-
 COUNTY: Monroe
 South District

LIMIT:
 CLASS SIZE:
 MONITORING GROUP NUMBER:
 MONITORING GROUP DESCRIPTION: Biosolids Quantity
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: July 1, 2016 To: July 31, 2016

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.5						
PARM Code B0008 + Mon. Site No. RMP-I	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	08/24/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: July 1, 2016 To July 31, 2016**

 Pocket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 98 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine , Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.348		.318	.030	1.5	7.3	1.8				
2	.371	.371			1.0	7.0	0.5				
3	.348	.348			0.8	7.0	0.5				
4	.348	.348			0.7	7.1	0.5				
5	.301		.266	.035	0.8	7.0	0.5				
6	.408		.372	.036	1.6	7.2	0.5				
7	.345		.307	.038	1.7	7.1	0.6				
8	.350		.326	.024	1.6	7.2	0.7				
9	.360	.360			1.7	7.0	1.4				
10	.337	.337			0.7	6.9					
11	.353	.353			0.7	7.2	0.4				
12	.337		.302	.035	1.8	7.1	0.5	281	263	<2	<0.5
13	.365		.318	.047	1.6	7.1	0.9				
14	.347		.310	.037	1.5	7.1	1.0				
15	.329		.300	.029	1.5	7.0	1.0				
16	.370	.370			1.6	7.1	1.1				
17	.337	.337			2.5		0.8				
18	.334	.334			0.5	7.1	1.5				
19	.359		.326	.033	1.6	7.2	1.3				
20	.372		.330	.042	1.6	7.2	1.4				
21	.404	.269	.113	.022	1.5	7.1	0.8				
22	.393	.393			0.8	7.2	1.1				
23	.384	.384			0.6	7.0	1.0				
24	.376	.376			0.6	7.0	1.5				
25	.390	.390			0.5	6.9	1.0				
26	.381		.347	.034	1.7	6.9	0.8	236.5	208	2.12	<0.5
27	.385		.351	.034	1.5	7.0	0.8				
28	.364		.329	.035	1.6	6.9	0.6				
29	.378		.340	.038	2.2	7.1	1.0				
30	.391	.391			0.8	7.2	0.7				
31	.342	.342									
Total	11.207	5.703	4.955	.549	38.8	205.2	26.2	517.5	471	3.12	0.5
Mo. Avg.	.362	.184	.160	.018	1.29	7.08	0.90	258.8	235.5	1.56	0.25

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period From: July 1, 2016 To July 31, 2016

Code	Solids, Total suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
EFA-001		EFA-001	EFA-001	EFA-001					
1									
2									
3									
4	<0.5	<1 Q							
5	<0.5	<1							
6	<0.5	<1							
7	<0.5	<1							
8									
9									
10									
11	1.8	<1							
12	<0.5	<1	2.40	0.43					
13	<0.5	<1							
14	<0.5	<1							
15									
16									
17									
18	1.6	<1							
19	<0.5	<1							
20	<0.5	<1							
21	1.4	<1							
22									
23									
24									
25	1.0	<1							
26	1.0	<1	1.80	0.74					
27	1.2	<1							
28	<0.5	<1							
29									
30									
31									
Total	10.5	8	4.2	1.17					
Avg.	0.66	0.5	2.1	0.59					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 100 of 250

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: **U-001**
MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

FACILITY: **Key West Resort Utility WWTP**
LOCATION: 6630 Front St., Stock Island

Key West, FL 33045


RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD

From: **August 1, 2016** **August 31, 2016**

COUNTY: Monroe
OFFICE: South District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement		.271								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement		.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement		.325								
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.18						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L			Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement		2.61		2.61	1.81					
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement		60.0 (Max.)		45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L			Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.22						
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L			Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement		<0.5		<0.5	0.25					
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement		60.0 (Max.)		45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L			Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	09/21/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: ~~DCR014912017DW1~~ SU

MONITORING PERIOD From: August 1, 2016 To: August 31, 2016

Additional Engineering Information Exhibit CAJ-2

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.51					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.52	1				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			6.5		7.6				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			2.1	2.1	1.80				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.36	0.36	0.30				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 102 of 250

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **August 1, 2016** **August 31, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.127						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.081						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.013						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement				3.6			
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement				5.0 (Max.)	mg/L	4 Days/Week	Grab
Coliform, Fecal	Sample Measurement				1			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				25 (Max.)	#/100mL	4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			95%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)		percent	4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	09/21/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **DL-00149512017D121FSU**

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: **August 1, 2016** To:

August 31, 2016

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				6.5		7.6				
PARM Code 00400 - A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 - A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						1.7				
PARM Code 00070 - B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		412								
PARM Code 50050 - R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.18					
PARM Code 80082 - Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.61	2.61	1.81				
PARM Code 80082 - A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.414	.378								
PARM Code 50050 - S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						76%	%			
PARM Code 00180 - 1 Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						224				
PARM Code 80082 - G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						201				
PARM Code 00530 - Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly, every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 104 of 250

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

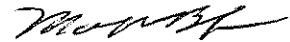
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: August 1, 2016 To: August 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.6						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkenper / Lead Operator		305-295-3301	09/21/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number:

FLA014951-011-DW2P

Facility:

Key West Resort Utility WWTP

Monitoring Period

From: August 1, 2016 To August 31, 2016

 Report No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 105 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.343	.343			0.8	7.2	0.7				
2	.381		.349	.032	1.7	7.3	0.7				
3	.439		.397	.042	1.5	7.2	0.8				
4	.517	.517			1.0	7.0	0.3				
5	.440	.440			1.0	7.2	1.0				
6	.383	.383			0.8	7.0	0.7				
7	.402	.402			0.6	7.0	1.1				
8	.377	.377			0.5	7.1	1.2				
9	.383		.367	.016	3.0	7.3	0.8	224	191	<2	<0.5
10	.371	.371			1.0	7.2	0.7				
11	.408	.408			1.0	7.0	0.8				
12	.374	.374			0.6	7.0	1.0				
13	.398	.398			1.0	6.9	1.0				
14	.301	.301			0.5						
15	.300	.300			0.6	6.5	3.0				
16	.385	.385			0.6	6.6	2.0				
17	.365	.365			0.7	6.8	4.0				
18	.372		.340	.032	1.5	6.9	0.2				
19	.355		.325	.030	1.8	7.0	0.5				
20	.388	.388			1.6	7.1	0.8				
21	.352	.352			1.5	7.1	0.7				
22	.351	.351			1.0	7.1	0.6				
23	.346		.308	.038	1.5	7.3	0.9				
24	.398	.166	.186	.046	2.0	7.2	0.3	211.5	201	2.61	<0.5
25	.557	.300	.230	.027	1.0/1.5	7.2	1.7				
26	.573	.573			0.6	7.0	1.7				
27	.515	.515			1.8	7.2	2.2				
28	.544	.544			0.5	7.2	2.0				
29	.544	.544			0.5	7.2	1.8				
30	.491	.491			0.8	7.6	1.5				
31	.476	.476			0.6	7.5	1.7				
Total	12.829	10.064	2.502	0.263	33.6	7.2	36.4	435.5	392	3.61	0.5
Mo. Avg.	0.414	0.325	0.081	0.008	1.08	6.87	1.17	217.75	196	1.81	0.25

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

 Monitoring Period **From: August 1, 2016 To August 31, 2016**

Code	Suspended Solids, Total mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
00530		74055	00600	00665					
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001					
1	1.4	<1							
2	<0.5	<1							
3	1.8	<1							
4	3.6	<1							
5									
6									
7									
8	1.4	<1							
9	<0.5	<1	1.50	.36					
10	1.0	<1							
11	<0.5	<1							
12									
13									
14									
15	<0.5	<1							
16	1.8	<1							
17	1.6	<1							
18	1.2	<1							
19									
20									
21									
22	1.6	<1							
23	1.2	<1	2.10	.24					
24	1.2	1							
25	2.2	<1							
26									
27									
28									
29	1.4	<1							
30	<0.5	<1							
31	<0.5	<1							
Total	22.9	10	3.60	0.60					
Avg.	1.21	.53	1.80	0.30					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

Docket No. 20170141-SU

Additional Engineering Information

Exhibit CAJ-2

Page 107 of 250

 Monitoring Period From: **September 1, 2016** To **September 30, 2016**

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.443	.443			0.7	7.5	3.2				
2	.430	.430			0.5	7.4	1.6				
3	.420	.420			0.5	7.5	1.1				
4	.365	.365			0.5		2.1				
5	.396	.396			0.5	7.4	2.0				
6	.398	.398			0.5	7.5	.80	189.5	194.0	1.83	4.0
7	.440	.440			0.6	7.4	1.3				
8	.554	.554			0.6	7.6	2.5				
9	.491	.491			0.5	7.5	1.2				
10	.448	.448			0.6	7.5	1.0				
11	.451	.451			0.5	7.5	1.8				
12	.543	.543			0.6	7.2	1.1				
13	.625	.625			0.5	7.3	1.4				
14	.519	.519			0.6	7.2	1.1				
15	.442	.442			0.5	7.2	1.0				
16	.410	.410			0.8	7.3	1.2				
17	.423	.423			0.7		1.0				
18	.362	.362			0.6						
19	.362	.362			0.6	7.2	1.0				
20	.357	.357			1.0	7.4	1.1				
21	.405	.405			0.8	7.0	1.2	236.5	198.0	1.74	<0.5
22	.388		.337	.051	1.5	7.2	1.1				
23	.398	.398			1.5	7.3	1.2				
24	.444	.444			1.5		1.0				
25	.535	.535			0.5		1.1				
26	.497	.497			0.5	7.4	1.3				
27	.466	.466			1.0	7.4	1.8				
28	.448	.448			1.0	7.3	1.1				
29	.417	.417			1.5	7.2	.60				
30	.393	.393			1.5	7.4	.60				
31											
Total	13.27	12.882	.337	.051	23.2	183.8	38.5	426	392	3.57	4.25
Mo. Avg.	.442	.444	.337	.051	0.78	7.4	1.33	213	196	1.79	2.13

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number: **FLA014951-011-DW2P**

Docket No. 20170141-SU
Additional Engineering Information
Facility: **Key West Resort Utility WWERhibit CAJ-2**

Monitoring Period **From: September 1, 2016 To September 30, 2016**

Page 108 of 250

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1	<0.5	<1						
2								
3								
4								
5	1.2	<1Q						
6	<0.5	<1	2.10	0.47				
7	<0.5	2						
8	1.0	<1						
9								
10								
11								
12	2.0	<1						
13	1.2	<1						
14	1.2	<1						
15	1.8	<1						
16								
17								
18								
19	<0.5	<1						
20	<0.5	<1						
21	<0.5	<1	7.80	0.62				
22	<0.5	<1						
23								
24								
25								
26	<0.5	<1						
27	2.0	<1						
28	5.4	<1						
29	<0.5	<1						
30								
31								
Total	18.05	10	9.90	1.09				
Avg.	1.06	0.59	4.95	0.55				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

ISSUANCE/REISSUANCE DATE: February 20, 2012

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic


Key West Resort Utility WWTP
 6630 Front St., Stock Island
 Key West, FL 33045

MONITORING PERIOD From: September 1, 2016 September 30, 2016

COUNTY: Monroe
 OFFICE: South District

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	.111						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD			5 Days/Week	Flow Totalizer
Flow - POND	.011						
PARM Code 50050 1 Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD			5 Days/Week	Flow Totalizer
Flow - MCDC	.012						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD			5 Days/Week	Flow Totalizer
Solids, Total Suspended				5.4			
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L	4 Days/Week	Grab
Coliform, Fecal				2			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL	4 Days/Week	Grab
Coliform, Fecal, % less than detection				95%			
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent	4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	10/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Set No. 2010-01-1-SU
 Additional Information
 Engineering Information
 Exhibit AJ-2
 Page 19 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: September 1, 2016 To: September 30, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				7.0		7.6				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				1.5						
	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement						1.1				
	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL PARM Code 50050 R Mon. Site No. FLW-001	Sample Measurement		.403								
	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement					2.18					
	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement				1.83	1.83	1.79				
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL PARM Code 50050 S Mon. Site No. FLW-001	Sample Measurement	.442	.406								
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 1 Mon. Site No. FLW-001	Sample Measurement						81%	%			
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement						237				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 Q Mon. Site No. INF-001	Sample Measurement						198				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
Key West Resort Utility WWTP
 6630 Front St., Stock Island
 Key West, FL 33045
 COUNTY: Monroe
 DISTRICT: South District

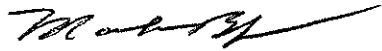
PERMIT NUMBER: **FLA014951-011-DW2P**
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **U-001**
 MONITORING GROUP DESCRIPTION: two Class V injection wells
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **September 1, 2016** **September 30, 2016**

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Additional Information
 Department No. 2010-0041-SU
 Date of Issuance: 10/25/2016
 Page 1 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.281							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.429							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement			2.18					
	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement			1.83					
	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended PARM Code 00530 Y Mon. Site No. EFA-001	Sample Measurement			1.20					
	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
Solids, Total Suspended PARM Code 00530 A Mon. Site No. EFA-001	Sample Measurement			4.0					
	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	10/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: September 1, 2016 To: September 30, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Total PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement			0.51						
	Permit Requirement			200 (An. Avg.)			#100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement			0.54	2					
	Permit Requirement			200 (Mo. Geo. Mn.)	800 (Max.)		#100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.0		7.6				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			7.8	7.8	4.95		2		
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An. Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			.62	.62	.55				
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 FACILITY: Key West Resort Utility WWTP
 ADDRESS: 6630 Front St., Stock Island
 Key West, FL 33045-
 COUNTY: Monroe
 South District

PERMIT NUMBER: FLA014951-011-DW2P


LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: September 1, 2016 To: September 30, 2016

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket No. 20170141-SU
 Additional Information
 Engineering Permit CAJ-2
 Exhibit 13 of 250
 Page 8

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.2						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkenper / Lead Operator		305-295-3301	10/25/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resource Recovery Plant**

 Monitoring Period **From: October 1, 2016 To October 31, 2016**

Additional Engineering Information

Exhibit CAJ-2

Page 114 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.381	.381			1.8	7.3	1.2				
2	.406	.406			1.3	7.2	1.2				
3	.377	.377			0.5	7.1	1.4				
4	.416	.416			0.6	7.2	2.0	226.5	191.0	<2	<0.5
5	.427	.427			1.5	7.1	1.1				
6	.409	.409			1.0	7.2	3.8				
7	.431	.431			0.5	7.1	0.8				
8	.395	.395			1.3	7.2	1.3				
9	.408	.408			0.7	7.3	1.2				
10	.365	.365			0.7	7.2	1.2				
11	.400	.400			1.6	7.2	0.8				
12	.415	.415			0.8	7.0	1.0				
13	.420		.387	.033	1.6	7.0	1.4				
14	.453		.412	.041	1.7	7.3	1.0				
15	.503	.503			0.5	7.3	1.4				
16	.543	.543			0.5	7.2	0.9				
17	.563	.563			0.5	7.2	0.3				
18	.473	.473			0.6	7.2	1.2	163.5	185.0	1.44	<0.5
19	.491	.491			0.5	7.3	1.1				
20	.477		.438	.039	1.5	7.2	1.3				
21	.457		.416	.041	1.6	7.2	1.1				
22	.465	.465			1.0	7.1	0.8				
23	.449	.449			1.0	7.2	0.9				
24	.388	.388			1.0	7.2	1.4				
25	.428		.396	.032	1.5	7.3	1.0				
26	.417		.376	.041	1.5	7.1	0.9				
27	.417	.417			1.0	7.2	2.0				
28	.513	.513			0.5	7.2	1.0				
29	.553	.553			0.6	7.2	0.8				
30	.523	.523			1.5	7.3	1.6				
31	.570	.570			0.6	7.2	2.0				
Total	13.933	11.281	2.425	.227	31.5	223	39.1	390	376	2.44	0.5
Mo. Avg.	.449	.364	.078	.007	1.02	7.19	1.26	195	188	1.22	0.25

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number: **FLA014951-011-DW2P**

Docket No. 20170141-SU
 Facility: **Key West Regional Wastewater Treatment Plant**
 Additional Engineering Information
 Exhibit CAJ-2
 Page 115 of 250

Monitoring Period **From: October 1, 2016 To October 31, 2016**

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1								
2								
3								
4	1.2	<1	3.10	0.24				
5	<0.5	<1						
6	<0.5	<1						
7								
8								
9								
10	2.2	<1						
11	1.8	<1						
12	1.2	<1						
13	<0.5	<1						
14	<0.5							
15								
16								
17	<0.5	<1						
18	<0.5	<1	2.90	0.47				
19	<0.5	<1						
20	<0.5	<1						
21								
22								
23								
24	<0.5	<1						
25	<0.5	<1						
26	<0.5	<1						
27	<0.5	<1						
28								
29								
30								
31	<0.5	<1						
Total	9.4	8.0	6.0	0.71				
Avg.	0.59	0.5	3.0	0.36				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

ISSUANCE/REISSUANCE DATE: February 20, 2012

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

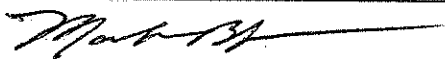
LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **October 1, 2016** **October 31, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND PARM Code 50050 Y Mon. Site No. FLW-003	Sample Measurement	.111						
	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND PARM Code 50050 I Mon. Site No. FLW-003	Sample Measurement	.078						
	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC PARM Code 50050 Q Mon. Site No. FLW-004	Sample Measurement	.012						
	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended PARM Code 00530 B Mon. Site No. EFB-001	Sample Measurement			2.2				
	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement			<1				
	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection PARM Code 51005 A Mon. Site No. EFA-001	Sample Measurement			100%				
	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	11/22/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 116 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: October 1, 2016 To: October 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				7.0		7.3				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				1.5						
	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement						3.8				
	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL PARM Code 50050 R Mon. Site No. FLW-001	Sample Measurement		.403								
	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement				2.09						
	Permit Requirement				20.0 (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement				1.44	1.44	1.22				
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL PARM Code 50050 S Mon. Site No. FLW-001	Sample Measurement	.449	.435								
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 I Mon. Site No. FLW-001	Sample Measurement						87%	%			
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement						226.5				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 Q Mon. Site No. INF-001	Sample Measurement						191				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 117 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

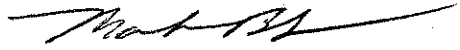
COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD

From: October 1, 2016 October 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.281							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.364							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.09					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.44	1.44	1.22			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			.074					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			.25	.25	0.25			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	11/22/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 118 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: October 1, 2016 To:

October 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.51					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.54	<1				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.0		7.3				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			3.10	3.10	3.0		2		
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				MNR					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.47	0.47	0.36				
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 119 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

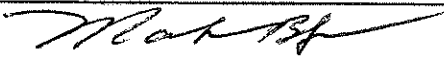
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: October 1, 2016 To: October 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	6.8						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	11/22/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 120 of 250

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Reservoir**

 Docket No. **2010-141-SU**

 Monitoring Period **From: November 1, 2016 To November 30, 2016**

Additional Engineering Information

Exhibit CAJ-2

Page 121 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.521	.521			1.5	7.4	0.3	210.5	195	2.3	2.0
2	.517	.517			0.6	7.3	1.3				
3	.465	.465			0.7	7.3	1.3				
4	.436	.436			0.6	7.3	1.3				
5	.462	.462			1.5		1.1				
6	.435	.435			0.5		1.1				
7	.397	.397			0.5	7.3	1.1				
8	.402		.351	.051	1.5	7.4	1.0				
9	.402		.366	.036	1.5	7.3	1.1				
10	.400	.400			1.0	7.2	1.1				
11	.442		.400	.042	1.5	7.3	0.8				
12	.443	.443			0.8	7.2	0.8				
13	.492	.492			1.0	7.3	0.8				
14	.434	.434			1.5	7.3	0.5				
15	.458		.413	.045	1.5	7.3	0.7	183.5	195.5	<2	<.5
16	.495	.495			1.0	7.3	1.1				
17	.463	.463			1.0	7.4	1.7				
18	.450		.396	.054	1.6	7.3	1.0				
19	.418	.418			1.6	7.4	1.2				
20	.415	.415			1.0	7.3	1.0				
21	.409	.409			1.5	7.3	1.4				
22	.388		.350	.038	1.5	7.1	0.7				
23	.389	.179	.201	.009	1.5	7.2	1.1				
24	.412	.412			0.8	7.1	0.5				
25	.409	.409			0.7	7.2	0.6				
26	.386	.386			1.0	7.2	1.0				
27	.383	.383			1.0	7.2	1.0				
28	.353	.353			1.5	7.3	0.7				
29	.416		.378	.038	2.5	7.2	0.7	175	203	3.31	<0.5
30	.361		.308	.053	1.6	7.2	1.8				
31											
Total	12.85	9.324	3.163	.366	36	203.6	29.8	569	593.5	6.61	2.5
Mo. Avg.	.428	.311	.105	.012	1.2	7.3	0.99	189.7	197.8	2.2	0.83

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Permit Number: **FLA014951-011-DW2P**

Docket No. 20170141-SU
 Facility: **Key West Resort Utility WWT** Additional Engineering Information
 Exhibit CAJ-2

Monitoring Period **From: November 1, 2016 To November 30, 2016**

Page 122 of 250

Code	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1	<.5	<1	1.6	.28				
2	<.5	<1						
3	<.5	<1						
4								
5								
6								
7	<.5	<1						
8	<.5	<1						
9	<.5	<1						
10	<.5	<1						
11								
12								
13								
14	2.2	<1						
15	<.5	<1	5.0	.43				
16	<.5	<1						
17	<.5	<1						
18								
19								
20								
21	1.4	<1						
22	<.5	<1						
23	<.5	<1						
24	<.5	<1Q						
25								
26								
27								
28	2.0	<1						
29	1.6	<1	12.2	0.86				
30	<.5	1						
31								
Total	10.7	9.5	18.8	1.57				
Avg.	0.59	0.53	6.26	0.52				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkenper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045


RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD

From: November 1, 2016 November 30, 2016

COUNTY: Monroe
 OFFICE: South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.284							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.311							
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.15					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			3.31	3.31	2.2			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			0.78					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)		mg/L	Every 2 weeks	8-hr FPC	
Solids, Total Suspended	Sample Measurement			2.0	2.0	0.83			
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	12/22/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 123 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **U-001**
 NUMBER:

PERMIT NUMBER: **FLA014951-011-DW2P**

MONITORING PERIOD From: **November 1, 2016** To:

November 30, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement					0.52					
	Permit Requirement					200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement					0.52	1				
	Permit Requirement					200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				7.1		7.4				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				0.5						
	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement					MNR					
	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement				12.2	12.2	6.26		1		
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement					MNR					
	Permit Requirement					Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement				0.86	0.86	0.52				
	Permit Requirement				Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 124 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

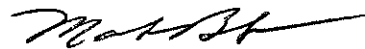
LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **November 1, 2016** **November 30, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.110						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.105						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.012						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement				2.2			
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement				5.0 (Max.)	mg/L	4 Days/Week	Grab
Coliform, Fecal	Sample Measurement				1			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				25 (Max.)	#/100mL	4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			94%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)		percent	4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	12/22/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): We are contesting the lab results for TN. Their lab results correspond directly to our process control results for our NO3 reading. We believe that the results are not TN but rather NO3. We are working this out with the lab and plan to split samples for next several composites.

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: **Key West Resort Utility WWTP**

MONITORING GROUP **R-001**

PERMIT NUMBER: **FLA014951-011-DW2P**

NUMBER:

MONITORING PERIOD From: **November 1, 2016** To:

November 30, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.1		7.4				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						1.8				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement	.406									
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement	0.499 (An.Avg.)		MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.15						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)			mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				3.31	3.31	2.2				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.428	.440								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						88%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						210.5				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						203				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 126 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
MAILING ADDRESS: 6630 Front Street
Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Bio solids Quantity

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
LOCATION: 6630 Front St., Stock Island
Key West, FL 33045-

RE-SUBMITTED DMR:


NO DISCHARGE FROM SITE:

MONITORING PERIOD From: November 1, 2016 To: November 30, 2016

COUNTY: Monroe
South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Land filled)	Sample Measurement	8.5						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	12/22/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 127 of 250

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Kaibito Reservoir WWT**

Docket No. 20170141-SU

Exhibit CAJ-2

 Monitoring Period **From: December 1, 2016 To December 31, 2016**

Page 128 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.452		.413	.039	1.6	7.3	2.0				
2	.379	.253	.121	.005	1.6	7.3	0.9				
3	.402	.402			1.5	7.2	0.7				
4	.373	.373			1.5	7.3	0.9				
5	.393	.393			1.0	7.3	0.2				
6	.379		.342	.037	2.5	7.2	3.5				
7	.409	.239	.157	.013	1.5	7.2	1.1				
8	.364		.330	.034	1.8	7.2	1.0				
9	.386	.241	.135	.010	1.6	7.3	1.7				
10	.387	.387			1.0	7.2	1.0				
11	.400	.400			1.9	7.2	0.6				
12	.384	.384			1.0	7.1	0.7				
13	.384		.347	.037	1.5	7.2	1.7	280.5	290.0	1.92	2.33
14	.404		.360	.044	1.5	7.3	1.2				
15	.378	.378			2.0	7.3	1.1				
16	.395	.395			2.0	7.2	1.2				
17	.401	.401			1.0	7.3	1.5				
18	.394	.394			1.0	7.2	1.5				
19	.412	.412			0.5	7.3	1.4				
20	.395		.357	.038	1.5	7.0	1.5				
21	.406	.236	.161	.009	2.0	7.1	1.0				
22	.408	.238	.159	.011	3.5	7.2	1.0				
23	.374	.218	.142	.014	3.0	7.1	1.1				
24	.436		.382	.054	1.0	7.2	1.2				
25	.406	.406			0.8	7.1	1.4				
26	.341	.341			1.5	7.3	1.0				
27	.453	.264	.179	.010	1.5	7.2	1.0	196.5	204.0	2.66	1.84
28	.466	.466			2.0	7.2	1.2				
29	.401		.364	.037	1.5	7.2	1.2				
30	.496	.496			0.6	7.2	0.8				
31	.448	.448			0.5	7.2	0.9				
Total	12.506	8.165	3.949	.392	47.4	223.6	37.2	477	494	4.58	4.17
Mo. Avg.	.403	.355	.263	.026	1.53	7.2	1.2	238.5	247	2.29	2.09

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: <u></u>	Certificate No: <u></u>	Name: <u></u>
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 129 of 250

Permit Number: **FLA014951-011-DW2P**

Facility: **Key West Resort Utility WWTP**

Monitoring Period **From: December 1, 2016 To December 31, 2016**

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1	<0.5	<1						
2								
3								
4								
5	1.6	<1						
6	1.4	<1						
7	<0.5	<1						
8	<0.5	<1						
9								
10								
11								
12	<0.5	<1						
13	<0.5	<1	3.50	0.30				
14	<0.5	<1						
15	<0.5	<1						
16								
17								
18								
19	1.6	<1						
20	1.6	<1						
21	1.0	<1						
22	1.2	<1						
23	<0.5	<1						
24								
25								
26	<0.5	<1Q						
27	<0.5	<1	0.60	0.36				
28	<0.5	<1						
29	<0.5	<1						
30	1.0	<1						
31								
Total	12.4	9.5	4.10	0.66				
Avg.	0.65	0.5	2.05	0.33				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

ISSUANCE/REISSUANCE DATE: February 20, 2012

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

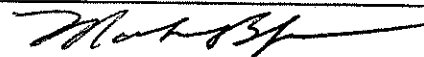
LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **December 1, 2016** to **December 31, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.113						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.127						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.012						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			1.6				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			<1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2016

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): We are contesting the lab results for TN. Their lab results correspond directly to our process control results for our NO3 reading. We believe that the results are not TN but rather NO3. We are working this out with the lab and plan to split samples for next several composites.

Docket No. 201701
 Additional Engineering Information
 Exhibit 2
 Page 130

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: December 1, 2016 To: December 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.0		7.3				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement						3.5				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement		.404								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.19					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				2.66	2.66	2.29				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.403	.427								
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement						86%	%			
PARM Code 00180 I Mon. Site No. FLW-001	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement						280.5				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement						290.0				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 131 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP: two Class V injection wells
 DESCRIPTION:

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

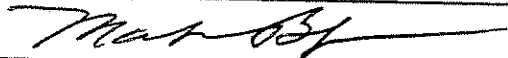
COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From:

December 1, 2016 December 31, 2016

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.278							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.263							
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.19					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.66					
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			0.90					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
Solids, Total Suspended	Sample Measurement			2.33					
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 132 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-011-DW2P

NUMBER:

MONITORING PERIOD From: December 1, 2016 To:

December 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.52						
	Permit Requirement				200 (An.Avg.)		#/100mL			Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.52	<1					
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL			Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.0		7.3					
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.			5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5							
	Permit Requirement			0.5 (Min.)			mg/L			5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				MNR						
	Permit Requirement				Report (An.Avg.)		mg/L			Every 2 weeks	8-br FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			3.5	3.5	2.05					
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L			Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement										
	Permit Requirement				2.39						
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.36	0.36	0.33					
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L			Every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 133 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **RMP-Q**
 MONITORING GROUP DESCRIPTION: **Bio solids Quantity**

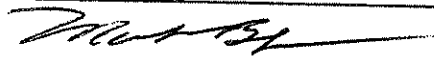
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **November 1, 2016** To: **November 30, 2016**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Land filled)	Sample Measurement	10.0						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTAP**

 Monitoring Period **From: January 1, 2016 To January 31, 2017**

Additional Engineering Information

Exhibit CAJ-2

Page 135 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.438	.438			1.5	7.2	0.9				
2	.438	.438			1.0	7.3	1.0				
3	.387	.387			1.0	7.2	1.2				
4	.394	.394			0.5	7.2	1.2				
5	.414	.414			0.5	7.2	1.3				
6	.408	.408			0.5	7.2	1.2				
7	.464	.095	.356	.013	1.6	7.2	0.6				
8	.437	.437			1.5	7.3	0.4				
9	.378	.378			1.5	7.3	0.9				
10	.417	.417			0.9	7.2	0.9	309.5	164.0	5.95	15.67
11	.410	.410			1.0	7.2	1.0				
12	.425		.376	.049	1.5	7.2	1.1				
13	.415		.363	.052	1.5	7.2	1.2				
14	.439	.439			1.7	7.2	0.6				
15	.403	.403			1.0		0.8				
16	.403	.403			1.8	7.2	1.2				
17	.434		.381	.053	1.5	7.1	1.9				
18	.428	.428			0.6	7.2	2.7				
19	.424	.247	.163	.012	1.5	7.2	1.3				
20	.402		.355	.047	2.0	7.2	1.3				
21	.391	.391			0.6	7.2	0.3				
22	.385	.385			0.9	7.1	0.7				
23	.455	.455			2.0	7.2	0.8				
24	.497	.497			1.5	7.2	0.8	299.0	262.0	2.20	<0.5
25	.366	.016	.308	.042	1.6	7.3	0.3				
26	.424	.247	.159	.018	1.5	7.3	0.4				
27	.373	.208	.150	.015	1.5	7.2	0.5				
28	.396		.337	.059	1.8	7.2	1.4				
29	.387	.387			2.0	7.2	0.3				
30	.421	.421			1.0	7.3	0.2				
31	.398		.351	.047	1.6	7.2	1.2				
Total	12.851	9.143	3.301	.407	40.6	216.4	29.6	608.5	426	8.15	15.92
Mo. Avg.	.414	.295	.106	.013	1.3	7.2	1.85	305.25	213	4.08	7.96

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Docket No. 20170141-SU
 Facility: **Key West Resort Utility WWP**

 Additional Engineering Information
 Exhibit CAJ-2

 Monitoring Period **From: January 1, 2017 To January 31, 2017**

Page 136 of 250

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L					
Code	00530	74055	00600	00665					
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001					
1									
2	<0.5	<1							
3	<0.5	1							
4	<0.5	<1							
5	1.2	<1							
6	<0.5	<1							
7									
8									
9	<0.5	<1							
10	<0.5	<1	2.40	0.23					
11	3.4	<1							
12	2.8	<1							
13	<0.5	<1							
14									
15									
16	3.2	<1							
17	1.8	<1							
18	1.4	<1 Q							
19	2.0	<1							
20	<0.5	<1							
21									
22									
23	<0.5	<1							
24	<0.5	<1	3.80	0.75					
25	<0.5	<1							
26	<0.5	<1							
27	<0.5	<1							
28									
29									
30	<0.5	<1							
31	3.8	<1							
Total	23.1	11.5	6.2	0.98					
Avg.	1.05	0.52	3.1	0.49					

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT:
 CLASS SIZE: Final
 N/A
 MONITORING GROUP NUMBER: **RMP-Q**
 MONITORING GROUP DESCRIPTION: **Bio solids Quantity**


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **January 1, 2017** To: **January 31, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Land filled)	Sample Measurement	13.2						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 137 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-011-DW2P

NUMBER:

MONITORING PERIOD From: January 1, 2017 To:

January 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement				0.52					
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal	Sample Measurement				0.52	1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH	Sample Measurement			7.1		7.3				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement			0.5						
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement				2.49					
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement			3.80	3.80	3.1				
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				0.51					
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement			0.75	0.75	0.49				
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 138 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **R-001**
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045


RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: **January 1, 2017** **January 31, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.114						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.106						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.013						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			3.8				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			1				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			95%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 139 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: January 1, 2017 To: January 31, 2017

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				7.1		7.3				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				1.5						
	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement						2.7				
	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL PARM Code 50050 R Mon. Site No. FLW-001	Sample Measurement		.404								
	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement					2.38					
	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement				5.95	5.95	4.08				
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL PARM Code 50050 S Mon. Site No. FLW-001	Sample Measurement	.414	.415								
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 I Mon. Site No. FLW-001	Sample Measurement						83%	%			
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement						309.5				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 Q Mon. Site No. INF-001	Sample Measurement						262				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Additional Engineering Information
Docket No. 20170141-SU
Exhibit CAJ-2
Page 140 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
MAILING ADDRESS: 6630 Front Street

PERMIT NUMBER: FLA014951-011-DW2P

Key West, Florida 33040

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: U-001
MONITORING GROUP: two Class V injection wells

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

FACILITY: Key West Resort Utility WWTP
LOCATION: 6630 Front St., Stock Island

Key West, FL 33045

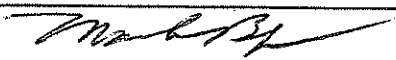
DESCRIPTION:
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD

From: January 1, 2017 January 31, 2017

COUNTY: Monroe
OFFICE: South District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.277							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.295							
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.38					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			5.95	5.95	4.08			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.45					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)		mg/L	Every 2 weeks	8-hr FPC	
Solids, Total Suspended	Sample Measurement			15.67	15.67	7.96		1	
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): High TSS on 1-10-17 due to possible construction debris and dust during expansion project

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 896
 141
 01/27/2017

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WTP**

 Monitoring Period **From: February 1, 2016 To February 28, 2017**

 Project No: **141-SU**

Additional Engineering Information

Exhibit CAJ-2

Page 142 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.399	.233	.151	.015	1.8	7.3	1.3				
2	.367		.319	.048	1.7	7.4	1.4				
3	.430	.430			1.5	7.3	0.7				
4	.381		.339	.042	1.5	7.2	0.8				
5	.412	.412			1.0	7.3	0.8				
6	.381	.381			1.5	7.3	1.2				
7	.381		.332	.049	1.6	7.3	2.1	307	238	1.97	<0.5
8	.440	.440			1.2	7.2	1.1				
9	.425		.369	.056	1.5	7.2	1.1				
10	.463	.463			1.5	7.3	1.6				
11	.379	.379			0.6	7.2	0.1				
12	.392	.392			1.0	7.2	0.2				
13	.402	.402			1.2	7.2	1.2				
14	.369	.369			0.6	7.3	1.3				
15	.374	.374			0.6	7.3	1.5				
16	.408	.408			0.7	7.2	1.6				
17	.398	.398			0.7	7.3	1.4				
18	.403	.403			0.8	7.3	1.1				
19	.411	.411			0.7	7.2	1.3				
20	.432	.432			0.7	7.2	1.5				
21	.340	.340			0.8	7.3	1.6	278	187	<2.0	1.84
22	.415	.415			0.6	7.3	1.8				
23	.515	.515			0.6	7.2	1.3				
24	.394	.394			0.7	7.3	1.4				
25	.394	.394			0.8	7.2	1.2				
26	.416	.416			0.7	7.2	1.4				
27	.405	.405			0.7	7.2	1.0				
28	.399	.399			0.8	7.4	1.6				
29											
30											
31											
Total	11.325	9.605	1.510	.210	28.1	203.3	34.6	585	425	2.97	2.09
Mo. Avg.	.404	.343	0.054	0.007	1.00	7.26	1.24	292.5	212.5	1.49	1.05

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R. Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU

Permit Number: **FLA014951-011-DW2P**

Facility: **Key West Resort Utility WWP** Additional Engineering Information

Exhibit CAJ-2
Page 143 of 250

Monitoring Period **From: February 1, 2017 To February 28, 2017**

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1	<0.5	<1						
2	<0.5	<1						
3	1.2	<1						
4								
5								
6	<0.5	<1						
7	<0.5	<1	1.30	0.60				
8	<0.5	<1						
9	1.0	<1						
10								
11								
12								
13	<0.5	<1						
14	1.0	<1 Q						
15	<0.5	<1						
16	<0.5	<1 Q						
17	1.0	<1						
18								
19								
20	<0.5	<1						
21	<0.5	<1	0.33	0.11				
22	<0.5	<1						
23	<0.5	<1						
24	<0.5	<1						
25								
26								
27	<0.5	<1						
28	<0.5	<1						
29								
30								
31								
Total	8.20	10	1.63	0.71				
Avg.	0.41	0.5	0.82	0.36				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: <u>B</u>	Certificate No: <u>17028</u>	Name: <u>Glenn R Miller</u>
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkenper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING: 6630 Front Street
 ADDRESS: Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: reuse storage golf course pond and irrigation system, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

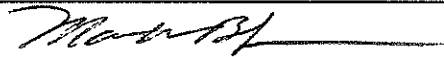
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

MONITORING PERIOD From: February 1, 2017 February 28, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.115						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	.054						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.012						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement			1.2				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement			5.0 (Max.)	mg/L		4 Days/Week	Grab
Coliform, Fecal	Sample Measurement			0.5				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement			25 (Max.)	#/100mL		4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)	percent		4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Engineering Information
 Exhibit CAJ-2
 Page 144 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: February 1, 2017 To: February 28, 2017

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	
pH	Sample Measurement				7.2	7.4				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement				1.5					
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				1.0 (Min.)		mg/L		Continuous	Meter
Turbidity	Sample Measurement					2.1				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement					Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL	Sample Measurement	.401								
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement		0.499 (An.Avg.)	MGD					5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement					2.38				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement					20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.97	1.97				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Flow - TOTAL	Sample Measurement	.404	.407							
PARM Code 50050 S Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement					82%	%			
PARM Code 00180 1 Mon. Site No. FLW-001	Permit Requirement					Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement					307				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement					238				
PARM Code 00530 Q Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 145 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **U-001**
 MONITORING GROUP DESCRIPTION: two Class V injection wells


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **February 1, 2017** to **February 28, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.274						
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	499 (An. Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.343						
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo. Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.38				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An. Avg.)	mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement		1.97	1.97	1.49			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement		60.0 (Max.)	45.0 (Wk. Avg.)	30.0 (Mo. Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.52				
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement		1.84	1.84	1.05	1		
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement		60.0 (Max.)	45.0 (Wk. Avg.)	30.0 (Mo. Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 146 of 250

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-011-DW2P

NUMBER:

MONITORING PERIOD From: February 1, 2017 To:

February 28, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.51					
	Permit Requirement				200 (An Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.2		7.4				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.5						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				2.47					
	Permit Requirement				Report (An Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			1.3	1.3	0.82				
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				0.48					
	Permit Requirement				Report (An Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.6	0.6	0.36				
	Permit Requirement			Report (Max.)	Report (Wk. Avg.)	Report (Mo. Avg.)	mg/L		Every 2 weeks	8-hr FPC

Additional Engineering Information
Docket No. 20170141-SU
Exhibit CAJ-2
Page 147 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **RMP-Q**
 MONITORING GROUP DESCRIPTION: **Bio solids Quantity**

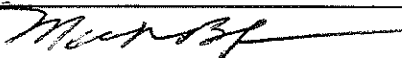
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **February 1, 2017** To: **February 28, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Land filled)	Sample Measurement	11.6						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 148 of 250

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utilities WWTAP-SU**

 Monitoring Period **From: March 1, 2016 To March 31, 2017**

Additional Engineering Information

Exhibit CAJ-2

Page 149 of 250

	Flow MGD Total	Flow MGD Wells	Flow MGD Pond	Flow MGD MCDC	Chlorine, Total Residual (For Disinfection)	pH s.u.	Turbidity NTU Reuse	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L
Code	50050	50050	50050	50050	50060	00400	00070	80082	00530	80082	00530
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	EFA-001	EFA-001	EFB-001	INF-001	INF-001	EFA-001	EFA-001
1	.441	.441			0.9	7.2	2.0				
2	.423	.423			0.8	7.3	2.3				
3	.421	.421			0.7	7.3	2.4				
4	.431	.431			0.7	7.2	2.1				
5	.340	.340			0.8	7.2	2.0				
6	.395	.395			0.6	7.2	1.2				
7	.409	.409			0.8	7.3	1.1	386.0	280.0	2.39	<0.5
8	.426	.426			0.9	7.3	1.1				
9	.395	.395			0.9	7.2	1.2				
10	.400	.400			1.2	7.2	1.2				
11	.415	.415			1.1	7.2	1.1				
12	.375	.375			0.9	7.3	1.5				
13	.401	.401			0.9	7.2	1.7				
14	.415	.415			0.6	7.1	1.8	212.4	177.0	1.52	<0.5
15	.441	.441			0.7	7.2	1.1				
16	.428	.428			0.8	7.2	1.3				
17	.430	.430			0.7	7.3	1.5				
18	.425	.425			0.6	7.2	1.7				
19	.435	.435			0.6	7.2	1.6				
20	.553	.553			0.6	7.0	1.5				
21	.440	.440			0.8	7.2	1.7	354.6	238.0	<2	3.75
22	.389	.389			0.7	7.3	1.9				
23	.322	.322			0.8	7.2	1.5				
24	.327	.327			0.7	7.2	1.7				
25	.430	.430			1.0	7.1	1.8				
26	.380	.380			0.7	7.2	2.2				
27	.419	.419			0.7	7.3	2.0				
28	.453	.453			0.9	7.3	1.7	251.7	210.0	<2.0	<0.5
29	.447	.447			0.8	7.3	2.0				
30	.412	.412			0.9	7.3	1.8				
31	.413	.413			0.6	7.3	1.4				
Total	12.831	12.831			24.4	224	51.1	1184.7	905	5.91	4.5
Mo. Avg.	.414	.414			0.8	7.2	1.6	296.2	226.3	1.48	1.13

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DAILY SAMPLE RESULTS - PART B

 Permit Number: **FLA014951-011-DW2P**

 Facility: **Key West Resort Utility WWTP**

Docket No. 20170141-SU

Additional Engineering Information

Exhibit CAJ-2

Page 150 of 250

 Monitoring Period **From: March 1, 2017 To March 31, 2017**

	Solids, Total Suspended mg/L Reuse	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	00530	74055	00600	00665				
Mon. Site	EFB-001	EFA-001	EFA-001	EFA-001				
1	<0.5	<1						
2	1.6	<1						
3	1.4	<1						
4								
5								
6	1.0	<1						
7	<0.5	<1	0.82	<0.048				
8	<0.5	<1						
9	<0.5	<1						
10	<0.5	<1						
11								
12								
13								
14		<1	9.7	5.6				
15								
16								
17								
18								
19								
20								
21			2.10	0.51				
22		<1						
23								
24								
25								
26								
27								
28			0.86	0.51				
29		<1						
30								
31								
Total	5.25	5.5	13.48	6.67				
Avg.	0.66	0.5	3.37	1.67				

PLANT STAFFING:

Day Shift Operator	Class: <u>B</u>	Certificate No: <u>20501</u>	Name: <u>Greg Wright</u>
Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: <u>B</u>	Certificate No: <u>5355</u>	Name: <u>Mark Burkemper</u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-011-DW2P

FACILITY: Key West Resort Utility WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: two Class V injection wells

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD

From: March 1, 2017 March 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	Sample Measurement	.289							
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	Sample Measurement	.414							
PARM Code 50050: 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.11					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Every 2 weeks	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			2.39	2.39	1.48			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			1.59					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)			mg/L	Every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement			3.75	3.75	1.13			
PARM Code 00530: A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Every 2 weeks	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (month/day/year)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Additional Engineer
 Docket No. 201701435U
 01/27/2017
 MAE

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-011-DW2P

NUMBER:

MONITORING PERIOD From: March 1, 2017 To:

March 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-001	Sample Measurement				0.51					
	Permit Requirement				200 (An.Avg.)		#/100mL		Every 2 weeks	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement				0.5	0.5				
	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Every 2 weeks	Grab
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement			7.0		7.3				
	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement			0.6						
	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total PARM Code 00600 Y Mon. Site No. EFA-001	Sample Measurement				2.66					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Nitrogen, Total PARM Code 00600 A Mon. Site No. EFA-001	Sample Measurement			9.7	9.7	3.37		1		
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 Y Mon. Site No. EFA-001	Sample Measurement				0.60					
	Permit Requirement				Report (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
Phosphorus, Total (as P) PARM Code 00665 A Mon. Site No. EFA-001	Sample Measurement			5.6	5.6	1.67		2		
	Permit Requirement			Report (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC

Additional Engineering Information
Exhibit CAJ-2
Page 152 of 250

Docket No. 20170141-SU

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT:
 CLASS SIZE:
 MONITORING GROUP NUMBER:
 MONITORING GROUP DESCRIPTION:

Final N/A
 R-001
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic
 reuse storage golf course pond and irrigation system, with Influent

COUNTY: **Monroe**
 OFFICE: **South District**

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:

MONITORING PERIOD From: **March 1, 2017** **March 31, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - POND	Sample Measurement	.103						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - POND	Sample Measurement	0.0						
PARM Code 50050 I Mon. Site No. FLW-003	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	0.011						
PARM Code 50050 Q Mon. Site No. FLW-004	Permit Requirement	(An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Solids, Total Suspended	Sample Measurement				1.6			
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement				5.0 (Max.)	mg/L	4 Days/Week	Grab
Coliform, Fecal	Sample Measurement				0.5			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				25 (Max.)	#/100mL	4 Days/Week	Grab
Coliform, Fecal, % less than detection	Sample Measurement			100%				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement			75 (Mo.Total)		percent	4 Days/Week	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305)295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): **Facility is still under construction for expansion.**

Docket# NP-2017-0141-SU
 Additional Engineering Information
 Ekh...
 04/27/2017
 WPA

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility WWTP

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA014951-011-DW2P

MONITORING PERIOD From: March 1, 2017 To: March 31, 2017

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement				7.0		7.3				
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement				NOD						
	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement						NOD				
	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow - TOTAL PARM Code 50050 R Mon. Site No. FLW-001	Sample Measurement		.404								
	Permit Requirement		0.499 (An.Avg.)	MGD						5 Days/Week	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-001	Sample Measurement					2.11					
	Permit Requirement					20.0 (An.Avg.)		mg/L		Every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-001	Sample Measurement				2.39	2.39	1.48				
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Every 2 weeks	8-hr FPC
Flow - TOTAL PARM Code 50050 S Mon. Site No. FLW-001	Sample Measurement	.414	.411								
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 1.00 PARM Code 00180 I Mon. Site No. FLW-001	Sample Measurement						82%	%			
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement						386				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 Q Mon. Site No. INF-001	Sample Measurement						280				
	Permit Requirement						Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

Additional Engineering Information
 Exhibit CAJ-2
 Page 154 of 250
 Docket No. 20170141-SU

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, FL, 33050

PERMITTEE NAME: K W Utility Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: **FLA014951-011-DW2P**

FACILITY: **Key West Resort Utility WWTP**
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: **RMP-Q**
 MONITORING GROUP DESCRIPTION: **Bio solids Quantity**

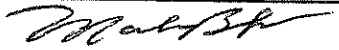
REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 South District


RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: **March 1, 2017** To: **March 31, 2017**

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Land filled)	Sample Measurement	10.4						
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons			0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		305-295-3301	01/27/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

04/25/2017


ISSUANCE/REISSUANCE DATE:

NEW PERMIT # DMR

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 166 of 250

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA014951-013-DWIP
Monitoring Period: From: April 1, 2017 To: April 30, 2017

Facility: KW Resort Utilities Corp

	Flow MGD TOTAL	Flow MGD WELLS	Flow MGD GOLF COURSE	Flow MGD MCDC	Flow MGD LKMC	Flow MGD FKCC	Chlorine, Total Residual (For Disinfection) mg/L	pH s.u.	Turbidity NTU	Solids, Total Suspended mg/L GRAB	Coliform, Fecal #/100mL
Code	50050	50050	50050	50050	50050	50050	50060	00400	00070	00530	74055
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	FLW-005	FLW-006	EFA-001	EFA-001	EFB-001	EFB-001	EFA-001
1	.416	.416					0.7	7.2	0.2		
2	.419	.419					0.6	7.2	0.2		
3	.402	.402					0.6	7.3	SEF		
4	.438	.438					0.8	7.0	SEF		
5	.328	.328					0.8	7.2	SEF		<1
6	.434	.434					0.7	7.3	SEF		
7	.403	.403					0.6	7.2	SEF		
8	.356	.356					0.9	7.2	0.8		
9	.360	.360					0.7	7.3	0.8		
10	.377	.377					0.7	7.2	1.8		
11	.456	.456					0.8	7.3	0.5		
12	.410	.410					0.7	7.3	0.4		<1
13	.427	.427					0.8	7.3	0.6		
14	.522	.522					0.7	7.4	2.1		
15	.465	.465					0.8	7.3	2.3		
16	.406	.406					0.9	7.2	1.4		
17	.409	.409					0.8	7.2	0.7		
18	.429	.429					0.9	7.6	1.7		
19	.461	.461					1.2	7.4	2.0		<1
20	.444	.444					0.7	7.3	1.0		
21	.375	.375					0.7	7.8	1.1		
22	.512	.512					1.2	7.3	0.2		
23	.451	.451					0.8	7.3	1.7		
24	.513	.513					1.2	7.4	1.1		
25	.510	.510					1.4	7.5	1.4		
26	.435	.435					1.6	7.5	1.0		<1
27	.459	.459					1.2	7.5	1.9		
28	.436	.436					1.0	7.4	0.5		
29	.425	.425					1.1	7.6	0.5		
30	.413	.413					1.0	7.5	0.6		
31											
Total	12.891	12.891					26.6	220.2	26.5		2
Mo. Avg.	.430	.430					0.89	7.34	1.06		0.5

PLANT STAFFING:

Operator Class: A Certificate No: 23609 Name: Tim Sunderman

Evening Shift Operator Class: Certificate No: Name:

Night Shift Operator Class: Certificate No: Name:

Lead Operator Class: B Certificate No: 5355 Name: Mark Burkemper

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA014951-013-DWIP
From: April 1, 2017 To: April 30, 2017

Docket No. 20170141-SU
Additional Engineering Information
Facility: KW Resort Utilities Corp. Exhibit CAJ-2
Page 157 of 250

	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L COMP	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	80082	00530	80082	00530	00600	00665				
Mon. Site	INF-001	INF-001	EFA-001	EFA-001	EFA-001	EFA-001				
1										
2										
3										
4	271.5	271.0	<2	2.15	0.60	0.38				
5										
6										
7										
8										
9										
10										
11	284.5	122.5	<2	2.15	1.3	1.3				
12										
13										
14										
15										
16										
17										
18	230.5	208.0	<2	1.8	0.41	0.18				
19										
20										
21										
22										
23										
24										
25	250.6	204.5	<2	<0.5	0.40	0.37				
26										
27										
28										
29										
30										
31										
Total	1037.1	806	4	6.35	2.71	2.23				
Mo. Avg.	259.3	201.5	1.0	1.59	0.68	0.56				

PLANT STAFFING:

Operator	Class: <u> A </u>	Certificate No: <u> 23609 </u>	Name: <u> Tim Sundeman </u>
Evening Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Night Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Lead Operator	Class: <u> B </u>	Certificate No: <u> 5355 </u>	Name: <u> Mark Burkemper </u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

KW Resort Utilities Corp. WWTP
 6630 Front St., Stock Island
 Key West, FL 33045

Monroe
 South District

PERMIT NUMBER: FLA014951-013-DW1P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Reuse, with Influent

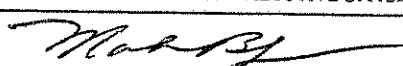
RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: April 1, 2017 To: April 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket No. 20170170
 FSCU
 LSCC
 Public Information
 Exhibit 1A-2
 Page 158 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - GOLF COURSE	Sample Measurement	.087							
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	1.0 (An Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - MCDC	Sample Measurement	.011							
PARM Code 50050 1 Mon. Site No. FLW-004	Permit Requirement	0.060 (An Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - LKMC	Sample Measurement	NOD							
PARM Code 50050 P Mon. Site No. FLW-005	Permit Requirement	0.040 (An Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - FKCC	Sample Measurement	NOD							
PARM Code 50050 Q Mon. Site No. FLW-006	Permit Requirement	0.010 (An Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.93					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An Avg.)	mg/L		Weekly	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement			<2					
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	05/24/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: KW Resort Utilities Corp. WWTP

MONITORING GROUP
NUMBER:
MONITORING PERIOD

R-002

From: April 1, 2017 To:

PERMIT NUMBER: FLA014951-013-DW1P

April 30, 2017

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement					NOD				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement					5.0 (Max.)	mg/L		Daily, 24 hours	Grab
Coliform, Fecal	Sample Measurement					NOD				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement					25 (Max.)	#/100mL		Daily, 24 hours	Grab
Coliform, Fecal, % less than detection	Sample Measurement					NOD				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement					75 (Min. Mo. Total)	percent		Daily, 24 hours	Calculated
pH	Sample Measurement					7.0				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement					6.0 (Min.)			5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement					NOD				
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement					1.0 (Min.)	mg/L		Continuous	Meter
Turbidity	Sample Measurement					NOD				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement					Report (Max.)	NTU		Continuous	Meter
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement					<2				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement					2.15				
PARM Code 00530 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement					83%				
PARM Code 00180 P Mon. Site No. CAL-001	Permit Requirement					Report (3Mo. Avg.)	percent		Monthly	Calculated
Flow - TOTAL	Sample Measurement		.409							
PARM Code 50050 P Mon. Site No. FLW-001	Permit Requirement		0.499 (An. Avg.)	MGD					5 Days/Week	Calculated
Flow - TOTAL	Sample Measurement	.416	.430							
PARM Code 50050 Q Mon. Site No. FLW-001	Permit Requirement	Report (Qt. Avg.)	Report (Mo. Avg.)	MGD					5 Days/Week	Calculated

ISSUANCE/REISSUANCE DATE: September 14, 2016

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 KW Resort Utilities
 6630 Front St., Stock Island
 Key West, FL 33045
 Monroe
 South District

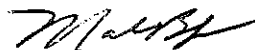
PERMIT NUMBER: FLA014951-013-DW1P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: Injection Well System
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: April 1, 2017 To: April 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket # 2017001700
 FAC # 1000000000
 LDC # 1000000000
 CDD # 1000000000
 ODE # 1000000000
 Engineering Information
 Exhibit 1000000000
 Page 16 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.312								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	0.499 (An. Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.430								
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo. Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.93					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				5.0 (An. Avg.)		mg/L		Weekly	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			<2	<2	1.0				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max. Wk. Avg.)	6.25 (Mo. Avg.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.64					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				5.0 (An. Avg.)		mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement			2.15	2.15	1.59				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max. Wk. Avg.)	6.25 (Mo. Avg.)	mg/L		Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	05/24/2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 163 of 250

Permit Number: FLA014951-013-DW1P
Monitoring Period: From: May 1, 2017 To: May 31, 2017

Facility: KW Resort Utilities Corp. WWT

	Flow MGD TOTAL	Flow MGD WELLS	Flow MGD GOLF COURSE	Flow MGD MCDC	Flow MGD LKMC	Flow MGD FKCC	Chlorine, Total Residual (For Disinfection) mg/L	pH s.u.	Turbidity NTU	Solids, Total Suspended mg/L GRAB	Coliform, Fecal #/100mL
Code	50050	50050	50050	50050	50050	50050	50060	00400	00070	00530	74055
Mon. Site	FLW-001	FLW-002	FLW-003	FLW-004	FLW-005	FLW-006	EFA-001	EFA-001	EFB-001	EFB-001	EFA-001
1	.420	.420					0.7	7.6	2.5		
2	.416	.416					0.6	7.4	1.5		
3	.404	.404					0.6	7.8	0.8		<1
4	.374	.374					1.7	7.7	1.9		
5	.376	.376					2.0	7.7	1.5		
6	.340	.340					1.1	7.6	1.0		
7	.404	.404					0.8	7.5	0.9		
8	.387	.387					0.9	7.6	2.5		
9	.392	.392					1.1	7.8	1.9		
10	.349	.349					1.7	7.8	2.2		<1
11	.352	.352					2.1	7.7	2.2		
12	.392	.392					0.9	7.7	2.1		
13	.399	.399					1.0	7.7	0.8		
14	.345	.345					0.6	7.8	0.8		
15	.376	.376					2.0	7.8	2.2		
16	.389	.389					1.9	7.7	2.2		
17	.392	.392					1.8	7.5	1.7		<1
18	.386	.386					2.2	7.5	2.1		
19	.324	.324					2.0	7.5	2.6		
20	.386	.386					1.6	7.6	2.7		
21	.386	.386					2.0	7.7	2.0		
22	.387	.387					0.7	7.5	2.4		
23	.400	.400					1.0	7.6	2.2		
24	.378	.378					0.9	7.5	1.4		<1
25	.372	.372					1.1	7.5	0.8		
26	.401	.401					2.0	7.5	1.0		
27	.438	.438					1.3	7.5	1.5		
28	.388	.388					1.1	7.2	1.1		
29	.356	.356					1.1	7.5	1.1		
30	.380	.380					1.9	7.5	0.8		
31	.389	.389					1.1	7.5	0.8		<1
Total	11.968	11.968					41.5	235.5	51.2		2.5
Mo. Avg.	.386	.386					1.34	7.6	1.65		0.5

PLANT STAFFING:

Operator Class: A Certificate No: 23609 Name: Tim Sunderman

Evening Shift Operator Class: Certificate No: Name:

Night Shift Operator Class: Certificate No: Name:

Lead Operator Class: B Certificate No: 5355 Name: Mark Burkemper

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA014951-013-DW1P
From: May 1, 2017 To: May 31, 2017

Docket No. 20170141-SU
Additional Engineering Information
Facility: KW Resort Utilities Corp. W-111
Exhibit CAJ-2
Page 164 of 250

	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L COMP	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	80082	00530	80082	00530	00600	00665				
Mon. Site	INF-001	INF-001	EFA-001	EFA-001	EFA-001	EFA-001				
1										
2	235.9	203	<2	<0.5	0.1	0.25				
3										
4										
5										
6										
7										
8										
9	255	250	1.83	<0.5	5.7	3.1				
10										
11										
12										
13										
14										
15										
16	272	222	1.85	<0.5	0.19	0.048				
17										
18										
19										
20										
21										
22										
23	263.5	231	4.43	<0.5	0.4	0.066				
24										
25										
26										
27										
28										
29										
30	276.5	266	<2	<0.5	0.97	0.11				
31										
Total	1302.91	1172	10.11	1.25	7.36	3.574				
Mo. Avg.	260.58	234.4	2.02	0.25	1.47	0.71				

PLANT STAFFING:

Operator	Class: <u> A </u>	Certificate No: <u> 23609 </u>	Name: <u> Tim Sunderman </u>
Evening Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Night Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Lead Operator	Class: <u> B </u>	Certificate No: <u> 5355 </u>	Name: <u> Mark Burkemper </u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER:

FLA014951-013-DW1P

FACILITY: KW Resort Utilities Corp. WWTP
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Reuse, with Influent

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic


COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD

From: May 1, 2017 To: May 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - GOLF COURSE	Sample Measurement	.073						
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	1.0 (An. Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - MCDC	Sample Measurement	.008						
PARM Code 50050 I Mon. Site No. FLW-004	Permit Requirement	0.060 (An. Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - LKMC	Sample Measurement	NOD						
PARM Code 50050 P Mon. Site No. FLW-005	Permit Requirement	0.040 (An. Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow - FKCC	Sample Measurement	NOD						
PARM Code 50050 Q Mon. Site No. FLW-006	Permit Requirement	0.010 (An. Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.94				
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An. Avg.)	mg/L		Weekly	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement		4.43	4.43	2.02			
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement		60.0 (Max.)	45.0 (Max. Wk. Avg.)	30.0 (Mo. Avg.)	mg/L	Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	06-26-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Additional Engineering Information
 Exhibit CAJ-2
 Page 165 of 250
 Docket No. 20170141-SU

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: KW Resort Utilities Corp. WWTP

MONITORING GROUP R-002

PERMIT NUMBER: FLA014951-013-DW1P

NUMBER:

MONITORING PERIOD From: May 1, 2017 To:

May 31, 2017

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement					NOD				
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement					5.0 (Max.)	mg/L		Daily, 24 hours	Grab
Coliform, Fecal	Sample Measurement					NOD				
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement					25 (Max.)	#/100mL		Daily, 24 hours	Grab
Coliform, Fecal, % less than detection	Sample Measurement					NOD				
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement					75 (Min.Mo.Total)	percent		Daily, 24 hours	Calculated
pH	Sample Measurement					7.2				
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement					6.0 (Min.)	8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement					NOD				
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement					1.0 (Min.)	mg/L		Continuous	Meter
Turbidity	Sample Measurement					NOD				
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement					Report (Max.)	NTU		Continuous	Meter
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement					4.43				
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement					<0.5				
PARM Code 00530 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement					82%				
PARM Code 00180 P Mon. Site No. CAL-001	Permit Requirement					Report (3Mo.Avg.)	percent		Monthly	Calculated
Flow - TOTAL	Sample Measurement		.409							
PARM Code 50050 P Mon. Site No. FLW-001	Permit Requirement		0.499 (An Avg.)	MGD					5 Days/Week	Calculated
Flow - TOTAL	Sample Measurement	.410	.386							
PARM Code 50050 Q Mon. Site No. FLW-001	Permit Requirement	Report (Qt. Avg.)	Report (Mo. Avg.)	MGD					5 Days/Week	Calculated

Additional Engineering Information
 Exhibit CAL-2
 Page 16 of 250
 Docket No. 20170141-SU

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us


PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 FACILITY: KW Resort Utilities
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045
 COUNTY: Monroe
 OFFICE: South District

PERMIT NUMBER: FLA014951-013-DW1P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: Injection Well System
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: May 1, 2017 To: May 31, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.327								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	0.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.386								
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement			1.94						
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			5.0 (An.Avg.)			mg/L		Weekly	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			4.43	4.43	2.02				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.56					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				5.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement			<0.5	<0.5	0.25				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	06-26-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Additional Engineering Information
 Exhibit CAJ-2
 Page 167 of 250
 Docket No. 20170141-SU

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: KW Resort Utilities Corp. WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-013-DWIP

NUMBER:

MONITORING PERIOD From: May 1, 2017 To:

May 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement				0.51				
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An. Avg.)	#/100mL		Weekly	Grab
Coliform, Fecal	Sample Measurement				0.5	0.5			
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL	Weekly	Grab
pH	Sample Measurement			7.2		7.8			
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement			0.6					
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)			mg/L	5 Days/Week	Grab
Nitrogen, Total	Sample Measurement				2.60				
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement				3.0 (An. Avg.)		mg/L	Weekly	8-hr FPC
Nitrogen, Total	Sample Measurement			5.7	5.7	1.47			
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement			6.0 (Max.)	4.5 (Max. Wk. Avg.)	3.75 (Mo. Avg.)	mg/L	Weekly	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement				0.58				
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement				1.0 (An. Avg.)		mg/L	Weekly	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement			3.1	3.1	0.71		1	
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement			2.0 (Max.)	1.5 (Max. Wk. Avg.)	1.25 (Mo. Avg.)	mg/L	Weekly	8-hr FPC

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 168 of 250

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-013-DW1P

FACILITY: KW Resort Utilities
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity


REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: May, 1 2017 To: May 31, 2017

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	3.6						
PARM Code B0008 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	06-26-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 169 of 250

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA014951-013-DWIP
 Monitoring Period: From: June 1, 2017 To: June 30, 2017

Facility: KW Resort Utilities Corp. WWTP

Code Mon. Site	Flow MGD TOTAL 50050 FLW-001	Flow MGD WELLS 50050 FLW-002	Flow MGD GOLF COURSE 50050 FLW-003	Flow MGD MCDC 50050 FLW-004	Flow MGD LKMC 50050 FLW-005	Flow MGD FKCC 50050 FLW-006	Chlorine, Total Residual (For Disinfection) mg/L 50060 EFA-001	pH s.u. 00400 EFA-001	Turbidity NTU 00070 EFB-001	Solids, Total Suspended mg/L 00530 EFB-001	Coliform, Fecal #/100mL 74055 EFA-001
1	.365	.365					1.36	7.6	.70		
2	.415	.415					2.0	7.6	.60		
3	.396	.396					2.10	7.5	.90		
4	.356	.356					2.10	7.6	.80		
5	.385	.385					1.93	7.6	.90		
6	.393	.393					1.5	7.6	1.5		
7	.401	.401					1.4	7.6	1.2		<1
8	.608	.608					1.2	7.5	1.8		
9	.678	.678					1.8	7.6	1.1		
10	.557	.557					1.4	7.5	1.6		
11	.542	.542					1.7	7.5	2.1		
12	.443	.443					0.8	7.4	1.7		
13	.408	.408					0.9	7.4	0.8		
14	.398	.398					1.8	7.5	1.4		<1
15	.413	.413					1.5	7.6	1.7		
16	.387	.387					3.0	7.5	.80		
17	.394	.394					1.5	7.5	.80		
18	.370	.370					2.3	7.6	.70		
19	.392	.392					2.2	7.5	1.2		
20	.404	.404					1.6	7.5	1.3		
21	.392	.392					1.8	7.6	0.7		<1
22	.415	.415					2.6	7.5	0.9		
23	.382	.382					1.2	7.5	1.0		
24	.417	.417					1.4	7.5	1.1		
25	.380	.380					1.0	7.6	0.8		
26	.404	.404					1.0	7.1	0.7		
27	.363	.363					2.0	7.0	0.9		
28	.359	.359					1.5	7.1	0.5		<1
29	.359	.359					1.6	7.1	0.8		
30	.362	.362					2.5	7.1	0.9		
31											
Total	12.538	12.538					50.69	223.8	31.9		2.0
Mo. Avg.	.418	.418					1.69	7.46	1.06		0.5

PLANT STAFFING:

Operator Class: A Certificate No: 23609 Name: Tim Sunderman
 Evening Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: B Certificate No: 5355 Name: Mark Burkenper

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU

Additional Engineering Information

Permit Number:
Monitoring Period

FLA014951-013-DW1P
From: June 1, 2017 To: June 30, 2017

Facility: KW Resort Utilities Corp. WWT Exhibit CAJ-2
Page 171 of 250

	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L COMP	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L				
Code	80082	00530	80082	00530	00600	00665				
Mon. Site	INF-001	INF-001	EFA-001	EFA-001	EFA-001	EFA-001				
1										
2										
3										
4										
5										
6	228.50	260.00	<2.0	1.68	3.1	.77				
7										
8										
9										
10										
11										
12										
13	215.50	191.00	<2.0	<2	3.5	0.21				
14										
15										
16										
17										
18										
19										
20	214.50	181.50	<2.0	<2	2.6	0.80				
21										
22										
23										
24										
25										
26										
27	300.00	242.00	<2.0	<0.5	2.6	.05				
28										
29										
30										
31										
Total	958.50	874.5	4.0	3.93	11.8	1.83				
Mo. Avg.	239.6	218.6	1.0	0.98	2.95	0.46				

PLANT STAFFING:

Operator	Class: <u> A </u>	Certificate No: <u> 23609 </u>	Name: <u> Tim Sunderman </u>
Evening Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Night Shift Operator	Class: <u> </u>	Certificate No: <u> </u>	Name: <u> </u>
Lead Operator	Class: <u> B </u>	Certificate No: <u> 5355 </u>	Name: <u> Mark Burkemper </u>

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA01495I-013-DW1P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Reuse, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2017 To: June 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic


KW Resort Utilities Corp. WWTP
 6630 Front St., Stock Island
 Key West, FL 33045

Monroe
 South District

Docket No. 20170446-SU
 FACILITY: Information
 LOCATION: Exhibit CAJ-2
 COUNTY: Page 172 of 250
 OFFICE:

Parameter	Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - GOLF COURSE	.060								
PARM Code 50050 Y Mon. Site No. FLW-003	1.0 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - MCDC	.007								
PARM Code 50050 I Mon. Site No. FLW-004	0.060 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - LKMC	NOD								
PARM Code 50050 P Mon. Site No. FLW-005	0.040 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - FKCC	NOD								
PARM Code 50050 Q Mon. Site No. FLW-006	0.010 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C				1.83					
PARM Code 80082 Y Mon. Site No. EFA-001				20.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
BOD, Carbonaceous 5 day, 20C			<2	<2	1.0				
PARM Code 80082 A Mon. Site No. EFA-001			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	07-27-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: KW Resort Utilities Corp. WWTP

MONITORING GROUP NUMBER: R-002

PERMIT NUMBER: FLA014951-013-DW1P

MONITORING PERIOD From: June 1, 2017 To: June 30, 2017

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended PARM Code 00530 B Mon. Site No. EFB-001	Sample Measurement		NOD				
	Permit Requirement		5.0 (Max.)	mg/L		Daily; 24 hours	Grab
Coliform Fecal PARM Code 74055 A Mon. Site No. EFA-001	Sample Measurement		NOD				
	Permit Requirement		25 (Max.)	#/100mL		Daily; 24 hours	Grab
Coliform Fecal, % less than detection PARM Code 51005 A Mon. Site No. EFA-001	Sample Measurement		NOD				
	Permit Requirement		75 (Min. Mo. Total)	percent		Daily; 24 hours	Calculated
pH PARM Code 00400 A Mon. Site No. EFA-001	Sample Measurement		7.0	7.6			
	Permit Requirement		6.0 (Min.)	8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-001	Sample Measurement		NOD				
	Permit Requirement		1.0 (Min.)		mg/L	Continuous	Meter
Turbidity PARM Code 00070 B Mon. Site No. EFB-001	Sample Measurement			NOD			
	Permit Requirement			Report (Max.)	NTU	Continuous	Meter
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-001	Sample Measurement			300			
	Permit Requirement			Report (Max.)	mg/L	Weekly	8-hr FPC
Solids, Total Suspended (Influent) PARM Code 00530 G Mon. Site No. INF-001	Sample Measurement			260.0			
	Permit Requirement			Report (Max.)	mg/L	Weekly	8-hr FPC
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 P Mon. Site No. CAL-001	Sample Measurement			82%			
	Permit Requirement			Report (3Mo.Avg.)	percent	Monthly	Calculated
Flow - TOTAL PARM Code 50050 P Mon. Site No. FLW-001	Sample Measurement	.414					
	Permit Requirement	0.499 (An.Avg.)	MGD			5 Days/Week	Calculated
Flow - TOTAL PARM Code 50050 Q Mon. Site No. FLW-001	Sample Measurement	.411	.418				
	Permit Requirement	Report (Qt. Avg.)	Report (Mo.Avg.)	MGD		5 Days/Week	Calculated

ISSUANCE/REISSUANCE DATE: September 14, 2016

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: KW Resort Utilities Corp. WWTP

MONITORING GROUP U-001

PERMIT NUMBER: FLA014951-013-DW1P

NUMBER:

MONITORING PERIOD From: June 1, 2017 To:

June 30, 2017

Parameter	Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliforms, Total Additional Information -SU 17421 Permit Code 74055 Y Mon. Site No. EFA-001	Sample Measurement			0.51					
Coliforms, Fecal Additional Information -SU 17421 Permit Code 74055 A Mon. Site No. EFA-001	Permit Requirement			200 (An.Avg.)		#/100mL		Weekly	Grab
Coliforms, Fecal Additional Information -SU 17421 Permit Code 74055 A Mon. Site No. EFA-001	Sample Measurement			0.5	0.5				
pH Additional Information -SU 17421 Permit Code 00400 A Mon. Site No. EFA-001	Permit Requirement			200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Weekly	Grab
Chlorine, Total Residual (For Disinfection) Additional Information -SU 17421 Permit Code 50060 A Mon. Site No. EFA-001	Sample Measurement		7.0		7.6				
Nitrogen, Total Additional Information -SU 17421 Permit Code 00600 Y Mon. Site No. EFA-001	Permit Requirement			6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Sample Measurement		0.8		3.0				
Nitrogen, Total Additional Information -SU 17421 Permit Code 00600 Y Mon. Site No. EFA-001	Permit Requirement			0.5 (Min.)		mg/L		5 Days/Week	Grab
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Sample Measurement			2.71					
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 Y Mon. Site No. EFA-001	Permit Requirement			3.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Sample Measurement		3.5	3.5	2.95				
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 Y Mon. Site No. EFA-001	Permit Requirement			6.0 (Max.)	4.5 (Max.Wk.Avg.)	3.75 (Mo.Avg.)	mg/L	Weekly	8-hr FPC
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Sample Measurement			0.58					
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 Y Mon. Site No. EFA-001	Permit Requirement			1.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Sample Measurement		.80	.80	0.46		1		
Phosphorus, Total (as P) Additional Information -SU 17421 Permit Code 00665 A Mon. Site No. EFA-001	Permit Requirement			2.0 (Max.)	1.5 (Max.Wk.Avg.)	1.25 (Mo.Avg.)	mg/L	Weekly	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 KW Resort Utilities
 6630 Front St., Stock Island
 Key West, FL 33045
 Monroe
 South District

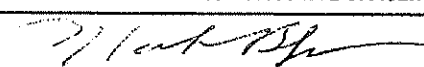
PERMIT NUMBER: FLA014951-013-DWIP
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: Injection Well System
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2017 To: June 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket # 2017-0441-SU
 Additional Information
 Location: CAJ-2
 Exhibit: 1
 Page 178 of 250
 CC: J. J. ...
 OFFICE:

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow - WELLS	.347							
PARM Code 50050 Y Mon. Site No. FLW-002	0.499 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow - WELLS	.418							
PARM Code 50050 I Mon. Site No. FLW-002	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C			1.83					
PARM Code 80082 Y Mon. Site No. EFA-001			5.0 (An.Avg.)	mg/L		Weekly	8-hr FPC	
BOD, Carbonaceous 5 day, 20C			<2.0	<2.0	1.0			
PARM Code 80082 A Mon. Site No. EFA-001			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L	Weekly	8-hr FPC
Solids, Total Suspended			1.56					
PARM Code 00530 Y Mon. Site No. EFA-001			5.0 (An.Avg.)	mg/L		Weekly	8-hr FPC	
Solids, Total Suspended			1.68	1.68	0.98			
PARM Code 00530 A Mon. Site No. EFA-001			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L	Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	6-27-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 KW Resort Utilities
 6630 Front St., Stock Island
 Key West, FL 33045
 Monroe
 South District

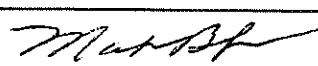
PERMIT NUMBER: FLA014951-013-DW1P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: Injection Well System
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2017 To: June 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket # 20170101
 FACSU
 FAC Section
 Local Discharge Information
 Exhibit 10J-2
 CDD
 ODE
 Page 17 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow - WELLS	Sample Measurement	.347								
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	0.499 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow - WELLS	Sample Measurement	.418								
PARM Code 50050 I Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement				1.83					
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				5.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement			<2.0	<2.0	1.0				
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement				1.68					
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				5.0 (An.Avg.)		mg/L		Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement			<2.0	<2.0	0.98				
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	07-27-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed email this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: KW Resort Utilities Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040
 KW Resort Utilities
 6630 Front St., Stock Island
 Key West, FL 33045
 Monroe
 South District

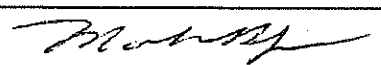
PERMIT NUMBER: FLA014951-013-DW1P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: June 1, 2017 To: June 30, 2017

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Docket # 20170401SU
 FACILITY: KW Resort Utilities
 LOCATION: Stock Island
 COUNTY: Monroe
 OFFICE: South District
 Page 17 of 250

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement	4.8						
PARM Code B0008 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
Mark Burkemper / Lead Operator		(305) 295-3301	07-27-2017

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

RULE 25.30-440(5)

INSPECTION REPORTS



Florida Department Of Environmental Protection

Marathon Branch Office
2796 Overseas Highway, Suite 221
Marathon, Florida 33050
SouthDistrict@dep.state.fl.us

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 179 of 250
Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

SENT VIA ELECTRONIC MAIL

April 21, 2016

Mr. Chris Johnson, President
6630 Front Street
Key West, Florida 33040
Email: chriskw@bellsouth.net



RE: In Compliance Letter
Key West Resort Utility Wastewater Treatment Plant
FLA014951
Monroe County

Dear Mr. Johnson:

Department personnel conducted a Compliance Evaluation Inspection of the above-referenced facility on March 10, 2016. Based on the information provided during the inspection, the Facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is available in the Department's records management database, OCULUS.

The Department appreciates your efforts to maintain this Facility in compliance with state and federal rules. Should you have any questions or comments, please contact Gary Hardie at (305)289-7074 or via e-mail at Gary.Hardie@dep.state.fl.us.

Sincerely,

A handwritten signature in cursive script, reading "Gus Rios", positioned above a horizontal line.

Gus Rios
Environmental Administrator
South District Marathon Branch Office

cc: SD_CAE_WPR@dep.state.fl.us
Adam Hill – Public Service Commission (AHill@psc.state.fl.us)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WASTEWATER COMPLIANCE INSPECTION REPORT

FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility	WAFR ID:	County	Entry Date/Time
Key West Resort Utility	FLA014951	Monroe	03/10/2016
6630 Front Street, Stock Island		Phone	Exit Date/Time
Key West, Florida 33045		(305) 289-4161	03/10/2016
Name(s) of Field Representatives(s)	Title	Email	Phone
Gregory Wright	Operations Coordinator	greg@kwru.com	
Name and Address of Permittee or Designated Representative	Title	Phone	Operator Certification #
Christopher Johnson	President	(305) 289-4161	
6630 Front Street	Email		
Key West, Florida 33040	chris@kwru.com		

Inspection Type:	<input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N): N	@ Sample ID#:	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Industrial	Were Photos Taken(Y/N): Y	@ Log book Volume :	@ Page



FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;
 NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
IC	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids/Sludge
						NA	12. Groundwater
NA	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status: <input checked="" type="checkbox"/> In-Compliance <input type="checkbox"/> Out-Of-Compliance <input type="checkbox"/> Significant-Out-Of-Compliance
Recommended Actions:

Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Gary Hardie 	SDB/ (305)289-7070	04/07/2016
Signature of Reviewer	District Office/Phone Number	Date
Diane DiPascale 	SD/ (239)344-5641	04/19/2016

Single Event Violation Code(s):
--

INSPECTION REPORT SUMMARY

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 181 of 250

Facility Name: Key West Resort Utility

Facility ID: FLA014951

Inspection Type: CEI

Inspection Date: 03/10/2016

FACILITY BACKGROUND:

Facility Address: 6630 Front Street, Stock Island, Key West, Florida 33045, Monroe County

Program/ Permit Information: DW, permit issue date: 02/20/2012, expiration date: 02/19/2017

Treatment Summary: Extended aeration with filtration and chlorinated effluent to two Class V wells or reuse

Permitted Capacity: 0.499 MGD

1. Permit: RATING – IN COMPLIANCE

1.1 Observation: *General* – A copy of the permit was onsite and available to plant personnel.

Additional Comments: The current facility operating permit, FLA014951-011, will expire on February 19, 2017.

2. Compliance Schedules: RATING – IN COMPLIANCE

2.1 Observation: *General* – The facility was in compliance with the current administrative schedule.

3. Laboratory: RATING – IN COMPLIANCE

3.1 Observation: *General* – The laboratory is certified by the Department of Health.

Additional Comments: U.S. Water - E85222; Sanders - E89380

4. Sampling: RATING – IN COMPLIANCE

4.1 Observation: *General* – Safe and dry access to influent and effluent sampling points are provided.

4.2 Observation: *General* – Calibrations for process control equipment were performed correctly.

4.3 Observation: *General* – Calibration standards/buffers were within the expiration dates.

5. Records and Reports: RATING – IN COMPLIANCE

5.1 Observation: *General* – Operators' certification(s) were current and available on-site.

Additional Comments: Chris Johnson - WWA0013917; Greg Wright - WWB0020501; Mark Burkemper - WWB0005335; Eric Chamberland - WWC0019699

5.2 Observation: *General* – The certified operator's daily logbook was complete.

5.3 Observation: *General* – A copy of the current laboratory certification was available at the time of the inspection [62-620.350(1), Florida Administrative Code (F.A.C.)].

Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.

6. Facility Site Review: RATING – IN COMPLIANCE

6.1 Observation: *General* – The facility grounds were secured properly.

6.2 Observation: *General* – The facility grounds were clean and well maintained.

6.3 Observation: *General* – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.

- 6.4 Observation: *Alternate Power* – The onsite generator is tested under load on a routine basis
- 6.5 Observation: *Alternate Power* – A record of testing was available for the onsite generator.
- 6.6 Observation: *Aeration Basins/Act. Sludge* – The contents in the aeration chambers appeared to be adequately mixed.
- 6.7 Observation: *Aeration Basins/Act. Sludge* – The air line(s) to the aeration basin was free from leaks at the time of the inspection.
- 6.8 Observation: *Aeration Basins/Act. Sludge* – The time clock for the aeration system control was operational at the time of the inspection.
- 6.9 Observation: *Aeration Basins/Act. Sludge* – The RAS line was properly located.
- 6.10 Observation: *Blowers/Motors* – The blowers were equipped with belt guards.
- 6.11 Observation: *Clarifiers* – The clarifier weirs appear to be level.
- 6.12 Observation: *Clarifiers* – The clarifier had good settling and clear effluent.
- 6.13 Observation: *Filtration* – The filter contained sufficient media.
- 6.14 Observation: *Disinfection* – The chlorine contact chamber was clean and the effluent leaving the plant was clear.
- 6.15 Observation: *Digestors* – The digestors were free from excessive odors.
- 6.16 Observation: *Digestors* – The digester was free from excessive foaming.
- 6.17 Observation: *Digestors* – The tank contents in the aerobic digester were well mixed.

7. **Flow Measurement:** RATING – IN COMPLIANCE

- 7.1 Observation: *General* – The flow measurement device was installed properly.
- 7.2 Observation: *General* – The copy of the flow calibration report is current and satisfactory.
Additional Comments: The flow measurement device was last calibrated on October 6, 2015.

8. **Operation and Maintenance:** RATING – IN COMPLIANCE

- 8.1 Observation: *General* – The operator is performing treatment plant operation and maintenance duties in a responsible and professional manner
- 8.2 Observation: *General* – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.
- 8.3 Observation: *General* – The facility maintains an adequate spare parts inventory.

9. **Effluent Quality:** RATING – IN COMPLIANCE

- 9.1 Observation: *General* – The effluent appeared clear with an acceptable chlorine residual.
Additional Comments: TRC = 1.60 mg/L from operator's daily log and continuous monitoring.
- 9.2 Observation: *General* – A review of the Discharge Monitoring Reports did not reveal any effluent exceedances.

10. **Effluent Disposal:** RATING – IN COMPLIANCE

- 10.1 Observation: *General* – The facility was discharging at the time of the inspection.
- 10.2 Observation: *General* – The effluent was free from visible sheen at the time of the inspection.
- 10.3 Observation: *General* – The effluent was free from excessive turbidity.
- 10.4 Observation: *General* – The effluent was free from excessive foam.

11. **Biosolids/Sludge:** RATING – IN COMPLIANCE

- 11.1 Observation: *General* – Residuals were being disposed of in accordance with the permit.

12. **Groundwater Quality:** RATING – NOT APPLICABLE

12.1 Observation: *General* – Not Applicable.

13. **SSO Survey:** RATING – NOT EVALUATED

13.1 Observation: No observations were recorded.

14. **Other:** RATING – NOT APPLICABLE

14.1 Observation: *General* – Not Applicable.

RULE 25.30-440(6)

PERMITS



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 185 of 250
Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Sent via electronic mail

August 30, 2017

In the Matter of an
Application for Permit by:

Key West Resort Utility, Corp.
Christopher Johnson
6630 Front Street
Key West, Florida 33040
chris@kwru.com

Monroe County – Domestic Wastewater
Key West Resort Utility
File Number FLA014951-016-DW1P

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA014951 to operate the Key West Resort Utility, issued under Chapter 403, Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

Mr. Christopher Johnson
August 30, 2017
Page 2 of 3

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that 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 such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

Mr. Christopher Johnson
August 30, 2017
Page 3 of 3

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed or emailed before the close of business on August 30, 2017, to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.


Clerk

August 30, 2017
Date

jmi/wdr

Enclosed:
Revised Permit
DMR
Pathogen Monitoring Report
EzDMR

Copies furnished to:
Greg Wright, Key West Resort Utilities, greg@kwru.com
Edward Castle, P.E., Weiler Engineering Corp., ecastle@me.com



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 188 of 250
Rick Scott
Governor
Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Key West Resort Utility, Corp.

RESPONSIBLE OFFICIAL:

Christopher Johnson
6630 Front Street
Key West, Florida 33040
(305) 295-3301

PERMIT NUMBER: FLA014951
FILE NUMBER: FLA014951-016-DW1P
EFFECTIVE DATE: August 30, 2017
EXPIRATION DATE: February 19, 2022

FACILITY:

Key West Resort Utility
6630 Front St., Stock Island
Key West, FL 33045
Monroe County
Latitude: 24°34' 2.4058" N Longitude: 81°44' .7186" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operate an existing 0.849 million gallons per day (MGD) annual average daily flow (AADF) advanced wastewater treatment (AWT) domestic wastewater treatment plant (WWTP) consisting of three treatment trains, two of which are piped together to allow the facility to operate as a single unit. The dual train (with design flows of 0.249 MGD and 0.25 MGD) collection system influent flows to a splitter box which divides the flow to the separate treatment trains. Each train consists of: a bar screen, a 116,250-gallon aeration basin, a 109,910-gallon anoxic tank, a 23,840-gallon re-aeration basin, and a 53,011-gallon clarifier. There are three (3) aerobic digesters; one integrated into each of the treatment trains and a stand-alone digester. A third train consists of the following: a 0.350 MGD AADF treatment, which includes: a 90-foot diameter tank consisting of influent screening, a 105,554-gallon influent equalization tank, a 163,000-gallon aeration chamber, a 154,725-gallon post-anoxic chamber, a 32,525-gallon re-aeration zone, 112,602-gallon clarifier, and a 317,950-gallon digester. Effluent from all trains passes through a sand filter system and two chlorine contact chambers.

A reclaimed water sump sends reuse water to the Key West Golf Club, the Monroe County Detention Center, and Bernstein Park located on Stock Island, or can be gravity discharged to the four injection wells. This WWTP has been modified to meet the advanced wastewater treatment (AWT) standards of Florida Law 403.086 (10).

REUSE OR DISPOSAL:

Underground Injection U-001: An existing 0.849 MGD annual average daily flow permitted capacity underground injection well system consisting of 4 Class V underground injection wells permitted under Department permit number(s) 184940-022-UO, 184940-023-UO, 184940-024-UO, and 184940-025-UO discharging to Class G-III ground water. Underground Injection Well System U-001 is located approximately at latitude 24°33' 55" N, longitude 81°44' 51" W.

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
Additional Engineering Information
PA FILE NUMBER: FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 189 of 250

Land Application R-001: An existing 0.849 MGD annual average daily flow (AADF) permitted capacity slow-rate public access system. R-001 is a reuse system which consists of an existing 0.849 MGD AADF permitted capacity slow-rate public access system (R-001). R-001 consists of an existing system for golf course irrigation (including two interconnected Lakes) at the Key West Golf Course, toilet flushing, AC makeup water and fire protection for the Monroe County Detention Center, and for irrigation at Bernstein Park which is located on Stock Island.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 24 of this permit.

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: FLA014951
 PA FILE NUMBER: FLA014951-016-DW1P

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 190 of 250

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Underground Injection Control Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent to Underground Injection Well System U-001 located approximately at latitude 24°33'55", longitude 81°44'51". Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.849 Report	Annual Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-002	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-001	
Solids, Total Suspended	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-001	
Coliform, Fecal	#/100mL	Max	25	Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-001	
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-001	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-001	See I.A.5
Nitrogen, Total	mg/L	Max Max Max Max	3.0 3.75 4.5 6.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-001	
Phosphorus, Total (as P)	mg/L	Max Max Max Max	1.0 1.25 1.5 2.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-001	

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170141-SU
Additional Engineering Information
PA FILE NUMBER: FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 191 of 250

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-002	Flow measurement for effluent discharge into the injection wells.
EFA-001	After chlorination and prior to the disposal system R-001.

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*
4. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). *[62-600.440(6)(a)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-600.440(5)(c) and (6)(b)]*
6. The permittee shall monitor to ensure proper process control in accordance with the operator sampling and testing schedule included in the facility's Operation and Maintenance Manual. This monitoring may be performed using methods other than those in Chapter 62-160, F.A.C., as long as this data is for process control purposes and is not reported on the Discharge Monitoring Report. *[62-620.320(6)]*

B. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max	0.774	Annual Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-003	See I.B.2
Flow	MGD	Max	0.06	Annual Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-004	
Flow	MGD	Max	0.015	Annual Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-005	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Weekly	8-hr FPC	EFA-001	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	Daily; 24 hours	Grab	EFA-001	
Coliform, Fecal	#/100mL	Max	25	Single Sample	Daily; 24 hours	Grab	EFA-001	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	Daily; 24 hours	Calculated	EFA-001	See I.B.3
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-001	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	Continuous	Meter	EFA-001	See I.B.4 and I.B.7
Turbidity	NTU	Max	Report	Single Sample	Continuous	Meter	EFA-001	See I.B.5 and I.B.7
Giardia	cysts/100L	Max	Report	Single Sample	Every 5 years	Grab	EFA-001	See I.B.8
Cryptosporidium	oocysts/100L	Max	Report	Single Sample	Every 5 years	Grab	EFA-001	See I.B.8

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-003	Flow measurement of reclaimed water sent to the Key West Golf Course.
FLW-004	Flow measurement of reclaimed water sent to the Monroe County Detention Center.
FLW-005	Flow measurement of reclaimed water to Bernstein Park.
EFA-001	After chlorination and prior to the disposal system R-001.
EFB-001	Turbidity samples are taken immediately after filtration from a common feed line to the turbidity analyzer.

3. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). [62-600.440(6)(a)]
4. The minimum total chlorine residual shall be limited as described in the approved operating protocol, such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-600.440(6)(b)][62-610.460(2)][62-610.463(2)]
5. The maximum turbidity shall be limited as described in the approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. [62-610.463(2)]
6. The treatment facilities shall be operated in accordance with all approved operating protocols. Only reclaimed water that meets the criteria established in the approved operating protocol(s) may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol(s) shall be directed to the following permitted alternate discharge system: U-001. [62-610.320(6) and 62-610.463(2)]
7. Instruments for continuous on-line monitoring of total residual chlorine and turbidity shall be equipped with an automated data logging or recording device. [62-610.463(2)]
8. Intervals between sampling for Giardia and Cryptosporidium shall not exceed five years. [62-610.463(4)]

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: FLA014951
 PA FILE NUMBER: FLA014951-016-DW1P

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 194 of 250

C. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.:

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max Max	0.849 Report Report	Annual Average Monthly Average 3-Month Rolling Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-001	See I.C.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-001	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Weekly	8-hr FPC	INF-001	See I.C.3 and I.C.15
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Weekly	8-hr FPC	INF-001	See I.C.3 and I.C.15

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
 PA FILE NUMBER: Additional Engineering Information
 Exhibit CAJ-2
 FLA 6014951
 FLA 6014951-016-DW1P
 Page 195 of 250

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.C.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-001	FLW-002 + FLW-003 + FLW-004 + FLW-005 will be added together and then recorded as FLW-001.
CAL-001	Calculation using Monthly FLW-001 = (TMADF divided by permitted capacity) x 100
INF-001	Influent taken at either bar screen.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. Sampling results for giardia and cryptosporidium shall be reported on DEP Form 62-610.300(4)(a)4, Pathogen Monitoring, which is attached to this permit. This form shall be submitted to the Department's South District Office and to DEP's Reuse Coordinator in Tallahassee. [62-610.300(4)(a)]
6. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

7. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
 PA FILE NUMBER: Additional Engineering Information
 FLA014951-016-DW1P
 Exhibit PCAJ-2
 Page 196 of 250

8. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. If not already registered to use the Department’s Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 31	January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (305) 289-7070 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: <http://www.fldepportal.com/go/submit-report/>

[62-620.610(18)] [62-600.680(1)]

9. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. [62-600.660(2) and (3)(d)] [62-600.680(2)][62-610.300(4)]
10. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. [62-610.870(3)]
11. Operating protocol(s) shall be reviewed and updated periodically to ensure continuous compliance with the minimum treatment and disinfection requirements. Updated operating protocols shall be submitted to the Department's South District Office for review and approval upon revision of the operating protocol(s) and with each permit application. [62-610.320(6)] [62-610.463(2)]
12. The permittee shall maintain an inventory of storage systems. The inventory shall be submitted to the Department's South District Office at least 30 days before reclaimed water will be introduced into any new storage system. The inventory of storage systems shall be attached to the annual submittal of the Annual Reuse Report. [62-610.464(5)]

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
 PA FILE NUMBER: Additional Engineering Information
 FLA014951
 FLA014951-016-DW1P
 Exhibit CAJ-2
 Page 197 of 250

- Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department's electronic mailing address is:

SouthDistrict@dep.state.fl.us

Please contact the Department at (305) 289-7070 if you are unable to submit electronically. [62-620.305]

[62-620.305]

- All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]
- Influent flow proportioned composite samples for CBOD₅, total suspended solids, total nitrogen, total phosphorous, total ammonia nitrogen, total Kjeldahl nitrogen, and total organic nitrogen shall be taken on the same day, and composite periods shall be at the same time of day that the effluent samples are taken. [62-600.650(3)]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

- Biosolids generated by this facility may be transferred to Medley Class I Landfill (in Miami-Dade County) or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.C.8.

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01

[62-640.650(5)(a)1]

- Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-01	Calculated Monthly Total of Biosolids transferred, or landfilled. (Per truck weight, flow measurements, calculated from total solids, etc.)

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

8. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

D. Receipt

11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

1. This reuse system includes the following user(s) of reclaimed water:

PERMITTEE: Key West Resort Utility, Corp.
 FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170141-SU
 PA FILE NUMBER: Additional Engineering Information
 Exhibit CAJ-2
 FLA014951
 FLA014951-016-DW1P
 Page 199 of 250

Site Number	User Name	User Type	Capacity(MGD)	Acreage	Latitude	Longitude
PAA-001	Key West Golf Club	Golf Courses	0.774	100.27	24° 34' 35"	81° 45' 04"
PAA-002	Monroe County Detention Center	Industrial Uses (Cooling Water, Process Water, and Wash Water at Industrial Facilities)	0.06	3.00	24° 34' 38"	81° 44' 43"
PAA-005	Bernstein Park	Athletic Complexes and Parks	0.015	4.12	24° 34' 5"	81° 44' 25"
Total			0.849	107.39		

[62-610.800(5)] [62-620.630(10)(b)]

2. Cross-connections to the potable water system are prohibited. [62-610.469(7)]
3. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use and shall be in compliance with the Rule 62-555.360, F.A.C. [62-610.469(7)]
4. The permittee shall conduct inspections within the reclaimed water service area to verify proper connections, to minimize illegal cross-connections, and to verify both the proper use of reclaimed water and that the proper backflow prevention assemblies or devices have been installed and tested. Inspections are required when a customer first connects to the reuse distribution system. Subsequent inspections are required as specified in the cross-connection control and inspection program. [62-610.469(7)(h)]
5. If an actual or potential (e.g. no dual check device on residential connections served by a reuse system) cross-connection between the potable and reclaimed water systems is discovered, the permittee shall:
 - a. Immediately discontinue potable water and/or reclaimed water service to the affected area if an actual cross-connection is discovered.
 - b. If the potable water system is contaminated, clear the potable water lines.
 - c. Eliminate the cross-connection and install a backflow prevention device as required by the Rule 62-555.360. F.A.C.
 - d. Test the affected area for other possible cross-connections.
 - e. Within 24 hours, notify the Department's South District Office's domestic wastewater and drinking water programs.
 - f. Within 5 days of discovery of an actual or potential cross-connection, submit a written report to the Department's South District Office detailing: a description of the cross-connection, how the cross-connection was discovered, the exact date and time of discovery, approximate time that the cross-connection existed, the location, the cause, steps taken to eliminate the cross-connection, whether reclaimed water was consumed, and reports of possible illness, whether the drinking water system was contaminated and the steps taken to clear the drinking water system, when the cross-connection was eliminated, plan of action for testing for other possible cross-connections in the area, and an evaluation of the cross-connection control and inspection program to ensure that future cross-connections do not occur.

[62-555.350(3) and 62-555.360] [62-620.610(20)]

6. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.469(7), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. Underground piping which is not manufactured of metal or concrete shall be color coded using Pantone Purple 522C using light stable colorants. Underground metal and concrete pipe shall be color coded or marked using purple as the predominant color. [62-610.469(7)]

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951-016-DW1P
Exhibit CAJ-2
Page 200 of 250

7. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. *[62-610.471(3)]*
8. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. *[62-610.471(1), (2), (5), and (7)]*
9. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. *[62-610.469(4)]*
10. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. *[62-610.471(6)]*
11. A setback distance of 100 feet shall be maintained from indoor aesthetic features using reclaimed water to adjacent indoor public eating and drinking facilities. *[62-610.471(8)]*
12. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. *[62-610.468(2)]*
13. All new advisory signs and labels on vaults, service boxes, or compartments that house hose bibbs along with all labels on hose bibbs, valves, and outlets shall bear the words "do not drink" and "no beber" along with the equivalent standard international symbol. In addition to the words "do not drink" and "no beber," advisory signs posted at storage ponds and decorative water features shall also bear the words "do not swim" and "no nadar" along with the equivalent standard international symbols. Existing advisory signs and labels shall be retrofitted, modified, or replaced in order to comply with the revised wording requirements. For existing advisory signs and labels this retrofit, modification, or replacement shall occur within 365 days after the date of this permit. For labels on existing vaults, service boxes, or compartments housing hose bibbs this retrofit, modification, or replacement shall occur within 730 days after the date of this permit. *[62-610.468, 62-610.469]*
14. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water distribution system and annually after the reuse system is placed into operation. A description of on-going public notification activities shall be included in the Annual Reuse Report. *[62-610.468(6)]*
15. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.414(8)]*
16. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Domestic Wastewater Treatment, Category I, Class B facility. The facility utilizes an electronic control system (SCADA system) and is therefore allowed to operate under the reduced staffing allowance as described in rule 62-699.311(5)(b)2, F.A.C. At minimum, operators with appropriate certification must be on site as follows:

A Class C or higher operator 6 hours/day for 5 days/week, and one visit by a Class C or higher operator on each weekend day. If reuse water is produced on any weekend day, a Class C or higher operator shall be present 100% of the time that reuse water is being produced or 6 hours, whichever is less. The lead/chief operator must be a Class B operator, or higher.

It shall be noted that Variance FLA014951-015, Section 8.b. states, "Upon Completion of the modifications the facility: A Class C or higher operator for 8 hours per day for 5 days per week with the 8 hours per day of staffing occurring the 8-hour period of greatest influent flow". However, this requirement does not consider the allowance for reduced staffing as described in rule 62-699.311(5)(b)2, F.A.C., provided that the facility employs the use of a certified electronic control system (SCADA system). Since the facility does now employ the use of an electronic control system, the staffing requirements described in this section are thereby authorized by the Department.

2. The lead/chief operator shall be employed at the plant full time. "Full time" shall mean at least 4 days per week, working a minimum of 35 hours per week, including leave time. A licensed operator shall be on-site and in charge of each required shift for periods of required staffing time when the lead/chief operator is not on-site. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(10), (6) and (1)]*
3. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of any required record drawings;
 - h. Copies of the licenses of the current certified operators;

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170141-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 202 of 250

- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

- 1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Recertify the facility electronic control system (SCADA system) to the recently uprated capacity of 0.849 MGD (AADF) and submit a copy of the certification to the Department.	10/01/2017

[62-620.320(6)]

- 2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1) - (4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

- 1. This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. OTHER SPECIFIC CONDITIONS

- 1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(5) and 62-640.400(6)]
- 2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 203 of 250

3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]
5. The treatment facility shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's South District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's South District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951-016-DW1P
Exhibit CAJ-2
Page 204 of 250

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170141-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951-016-DW1P
Exhibit CAJ-2
Page 205 of 250

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170441-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951-016-DW1P
Exhibit CAJ2
Page 206 of 250

- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
- b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
- c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
- d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department's South District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 20170441-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 207 of 250

- (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's South District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's South District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014951
Exhibit CAJ-2
Page 208 of 250

- (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

X. INJECTION WELLS

1. UIC General Conditions.
 - a. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S.
 - b. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action.
 - c. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
 - d. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
 - e. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefrom; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
 - f. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
 - g. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - i. Have access to and copy any records that must be kept under conditions of this permit;

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014931016-DW1P
Exhibit CAJ-2
Page 209 of 250

- ii. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- iii. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time will depend on the nature of the concern being investigated.

- h. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
 - i. A description of and cause of noncompliance; and
 - ii. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
- i. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
- j. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.
- k. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
- l. This permit or a copy thereof shall be kept at the work site of the permitted activity.
- m. The permittee shall comply with the following:
 - i. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
 - ii. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
 - iii. Records of monitoring information shall include:
 - 1. the date, exact place, and time of sampling or measurements;
 - 2. the person responsible for performing the sampling or measurements;
 - 3. the dates analyses were performed;
 - 4. the person responsible for performing the analyses;
 - 5. the analytical techniques or methods used;
 - 6. the results of such analyses.
 - iv. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
 - v. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
PA FILE NUMBER: Additional Engineering Information
FLA014931016-DW1P
Exhibit CAJ-2
Page 210 of 250

- n. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete.
- o. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date.
- p. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- q. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- r. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.
- s. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- t. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records.
- u. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C.
- v. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h).
- w. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements.
- x. The permittee shall report any noncompliance which may endanger health or the environment including:
 - i. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or
 - ii. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

2. UIC Operation.

- a. In accordance with rules 62-4.090(1) and 62-528.455(3)(a), F.A.C., the permittee shall submit an application for permit renewal at least 60 days prior to expiration of this permit.


PERMITTEE: Key West Resort Utility, Corp.
FACILITY: Key West Resort Utility WWTP

PERMIT NUMBER: Docket No. 2017041-SU
Additional Engineering Information
PA FILE NUMBER: FLA014951
FLA014951-016-DW1P
Exhibit CAJ-2
Page 211 of 250

- b. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures.
 - c. The injection system shall be monitored in accordance with rules 62-528.425(1)(g) and 62-528.430(2), F.A.C. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
 - d. The permittee shall submit monthly to the Department the results of all injection well and monitor well data required by this permit no later than the last day of the month immediately following the month of record. The results shall be sent to the Department of Environmental Protection, South District Office, SouthDistrict@dep.state.fl.us. A copy of this report shall also be sent to the Department of Environmental Protection, Underground Injection Control Program, MS 3530, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.
3. UIC Abandonment.
- a. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned.
 - b. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code.

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon Iglehart, Director of District Management

PERMIT ISSUANCE DATE: August 30, 2017

Attachment(s):
Discharge Monitoring Report
"Pathogen Monitoring" Form

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed email this report to: <http://www.fldepportal.com/go/submit-report/>

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 212 of 250
 REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

PERMITTEE NAME: Key West Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-016-DW1P

FACILITY: Key West Resort Utility
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Reuse, with Influent

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow	Sample Measurement								
PARM Code 50050 Y Mon. Site No. FLW-003	Permit Requirement	0.774 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow	Sample Measurement								
PARM Code 50050 1 Mon. Site No. FLW-004	Permit Requirement	0.06 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
Flow	Sample Measurement								
PARM Code 50050 P Mon. Site No. FLW-005	Permit Requirement	0.015 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			20.0 (An.Avg.)	mg/L		Weekly	8-hr FPC	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L	Weekly	8-hr FPC
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 B Mon. Site No. EFB-001	Permit Requirement					5.0 (Max.)	mg/L	Daily; 24 hours	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP R-001
 NUMBER:
 MONITORING PERIOD From: _____ To: _____

PERMIT NUMBER: ~~DL-004-15-0107041~~ ~~DL-004-15-0107041~~ PSU

Additional Engineering Information

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement					25 (Max.)	#/100mL		Daily; 24 hours	Grab
Coliform, Fecal, % less than detection	Sample Measurement									
PARM Code 51005 A Mon. Site No. EFA-001	Permit Requirement					75 (Min.Mo.Total)	percent		Daily; 24 hours	Calculated
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement					6.0 (Min.)	8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement					1.0 (Min.)	mg/L		Continuous	Meter
Turbidity	Sample Measurement									
PARM Code 00070 B Mon. Site No. EFB-001	Permit Requirement					Report (Max.)	NTU		Continuous	Meter
Flow	Sample Measurement									
PARM Code 50050 Q Mon. Site No. FLW-001	Permit Requirement		0.849 (An.Avg.)	MGD					5 Days/Week	Calculated
Flow	Sample Measurement									
PARM Code 50050 R Mon. Site No. FLW-001	Permit Requirement	Report (Mo.Avg.)	Report (3Mo.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 P Mon. Site No. CAL-001	Permit Requirement					Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Weekly	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed email this report to: <http://www.fldepportal.com/go/submit-report/>

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 214 of 250
 Monthly
 Domestic

PERMITTEE NAME: Key West Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-016-DW1P

FACILITY: Key West Resort Utility
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: U-001
 MONITORING GROUP DESCRIPTION: Two existing and two new Class V injection wells

REPORT FREQUENCY:
 PROGRAM:

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement									
PARM Code 50050 Y Mon. Site No. FLW-002	Permit Requirement	0.849 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow	Sample Measurement									
PARM Code 50050 1 Mon. Site No. FLW-002	Permit Requirement	Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement			5.0 (An.Avg.)			mg/L		Bi-weekly; every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			5.0 (An.Avg.)			mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement					25 (Max.)	#/100mL		Weekly	8-hr FPC

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP

U-001

PERMIT NUMBER: ~~DL-001-01-01-01-01~~ 15-01-01-01-01

NUMBER:

Additional Engineering Information

MONITORING PERIOD

From: _____

To: _____

Exhibit CAJ-2

Page 215 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-001	Permit Requirement					3.0 (An.Avg.)		mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Max.)	4.5 (Max.Wk.Avg.)	3.75 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-001	Permit Requirement					1.0 (An.Avg.)		mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-001	Permit Requirement				2.0 (Max.)	1.5 (Max.Wk.Avg.)	1.25 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed email this report to: <http://www.fldepportal.com/go/submit-report/>

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 216 of 250
 Monthly
 Domestic

PERMITTEE NAME: Key West Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-016-DW1P

FACILITY: Key West Resort Utility
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed email this report to: <http://www.fldepportal.com/go/submit-report/>

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 217 of 250
 Annual Domestic

PERMITTEE NAME: Key West Resort Utility, Corp.
 MAILING ADDRESS: 6630 Front Street
 Key West, Florida 33040

PERMIT NUMBER: FLA014951-016-DW1P

FACILITY: Key West Resort Utility
 LOCATION: 6630 Front St., Stock Island
 Key West, FL 33045

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RWS-A
 MONITORING GROUP DESCRIPTION: Annual Reclaimed Water or Effluent Analysis

REPORT FREQUENCY: Annual
 PROGRAM: Domestic

COUNTY: Monroe
 OFFICE: South District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING NOT REQUIRED*:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)**	Sample Measurement							
PARM Code 01268 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement							
PARM Code 00978 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement							
PARM Code 01009 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement							
PARM Code 00998 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement							
PARM Code 01113 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement							
PARM Code 01118 P Mon. Site No. RWS-A	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC

*THE "MONITORING NOT REQUIRED" CHECKBOX SHOULD BE SELECTED WHEN A CERTIFICATION STATEMENT IN ACCORDANCE WITH SUBSECTION 62-600.680(2), F.A.C., IS SUBMITTED WITH THIS DMR. SEE CERTIFICATION STATEMENT IN COMMENTS SECTION BELOW.

**GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

NO NEW NON-DOMESTIC WASTEWATER DISCHARGERS HAVE BEEN ADDED TO THE COLLECTION SYSTEM SINCE THE LAST RECLAIMED WATER OR EFFLUENT ANALYSIS WAS CONDUCTED. SIGN AND DATE:

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: D6-001-2017-0014 PSU

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: _____ To: _____

Exhibit CAJ-2

Page 218 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination) (GWS = 200) PARM Code 00722 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0) PARM Code 00951 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15) PARM Code 01114 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2) PARM Code 71901 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100) PARM Code 01074 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10) PARM Code 00620 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1) PARM Code 00615 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10) PARM Code 00630 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50) PARM Code 00981 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160) PARM Code 00923 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP: RWS-A

PERMIT NUMBER: DEQ-AW-2017-0418SU

NUMBER:

Additional Engineering Information

MONITORING PERIOD

From: _____

To: _____

Exhibit CAJ-2

Page 219 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	24-hr FPC	
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	24-hr FPC	
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L		Annually	Grab	

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: DE-000001-2017-0414PSU

NUMBER:

Additional Engineering Information

MONITORING PERIOD

From: _____

To: _____

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride) (GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A
 NUMBER:
 MONITORING PERIOD From: _____ To: _____

PERMIT NUMBER: ~~DL-00451-2017-0444~~ ~~DL-00451-2017-0444~~ PSU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 221 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement									
PARM Code 39175 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement									
PARM Code 81551 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin (GWS = 3x10^-5)	Sample Measurement									
PARM Code 34675 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement									
PARM Code 39730 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement									
PARM Code 39760 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement									
PARM Code 39161 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement									
PARM Code 39033 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement									
PARM Code 34247 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement									
PARM Code 81405 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement									
PARM Code 39350 P Mon. Site No. RWS-A	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: DE-001-17-0014-PSU

NUMBER:

Additional Engineering Information

MONITORING PERIOD

From: _____

To: _____

Exhibit CAJ-2

Page 222 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane) (GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	mg/L			Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: ~~DL-001-10-070412SU~~ ~~DL-001-10-070412SU~~

NUMBER: _____

Additional Engineering Information

MONITORING PERIOD From: _____ To: _____

Exhibit CAJ-2

Page 223 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: DE-001-17-0112SU

NUMBER:

Additional Engineering Information

MONITORING PERIOD

From: _____

To: _____

Exhibit CAJ-2

Page 224 of 250

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4) PARM Code 39055 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3) PARM Code 39400 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080) PARM Code 82080 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5) PARM Code 11503 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15) PARM Code 80045 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2) PARM Code 01104 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250) PARM Code 00940 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3) PARM Code 00980 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000) PARM Code 01119 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50) PARM Code 11123 P Mon. Site No. RWS-A	Sample Measurement Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Key West Resort Utility

MONITORING GROUP RWS-A

PERMIT NUMBER: DE-0001-2017-0411-PSU

NUMBER:

Additional Engineering Information

MONITORING PERIOD From: _____ To: _____

Exhibit CAJ-2

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	mg/L			Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	ug/L			Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	s.u.			Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	mg/L			Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)	mg/L			Annually	24-hr FPC

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 226 of 250

Permit Number: FLA014951-016-DW1P
 Monitoring Period From: _____ To: _____

Facility: Key West Resort Utility

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended mg/L	pH s.u.	Solids, Total Suspended mg/L	Turbidity NTU	Flow MGD	Flow MGD
Code	80082	50060	74055	00600	00665	00530	00400	00530	00070	50050	50050
Mon. Site	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	FLW-001	FLW-002
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Docket No. 20170141-SU

Permit Number: FLA014951-016-DW1P

Facility: Key West Resort Utility

Additional Engineering Information

Monitoring Period From: _____ To: _____

Exhibit CAJ-2

Page 227 of 250

Code	Flow MGD	Flow MGD	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L						
Mon. Site	50050 FLW-003	50050 FLW-004	50050 FLW-005	80082 INF-001	00530 INF-001						
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Docket No. 20170141-SU
 Additional Engineering Information
 Exhibit CAJ-2
 Page 228 of 250

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed, printed and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through the DEP eDMR system shall also submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g. < 0.001 . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data on the data sheets for the permit in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



Florida Department of Environmental Protection
Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

PATHOGEN MONITORING

Part I - Instructions

1. Completion of this report is required by Rules 62-610.463(4), 62-610.472(3)(d), 62-610.525(13), 62-610.568(11), 62-610.568(12), and 62-610.652(6)(c), F.A.C., for all domestic wastewater facilities that provide reclaimed water to certain types of reuse activities. The schedule for sampling and reporting shall be in accordance with the permit for the facility. If a schedule for sampling or re-sampling is not included in the permit, the following schedule shall apply:
 - a. Routine Sampling:

If sampling is required once every two years, this report shall be submitted on or before November 28 of each even numbered year (2006, 2008, 2010, etc.).

If sampling is required once every five years, this report shall be submitted with the application for permit renewal.

If sampling is required quarterly, this report shall be submitted on or before February 28, May 28, August 28, and November 28 of each year.
 - b. Subsequent Re-Sampling:

If subsequent re-sampling is required by Item 9 in Part I of this form, this form shall be submitted for the subsequent re-sampling(s) in accordance with the schedule established in Item 9 in Part I of this form.
2. Submit one copy of this form and a copy of the laboratory's final report for the analysis of *Giardia* and *Cryptosporidium* to each of the following two addresses:
 - a. The appropriate DEP district office (attention Domestic Wastewater Program). Addresses for the DEP district offices are available at www.dep.state.fl.us/secretary/dist/default.htm.
 - b. DEP Water Reuse Coordinator
Mail Station 3540
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
3. Please type or print legibly.
4. In Part II, Items 7 through 12 need to be completed only if this is the first submittal of this report, if the information in Items 7 through 12 has changed since the last submittal, or if the information in any of these questions has not been previously provided.
5. Part III is to be used when sampling for *Giardia* and *Cryptosporidium* at the treatment plant. Part III is also to be used when sampling for *Giardia* and *Cryptosporidium* in a supplemental water supply (see Rule 62-610.472, F.A.C.).

6. For each sample, record the sample volume obtained in liters.
7. For *Giardia*, record the concentrations in cysts per 100 liters. For *Cryptosporidium*, record the concentrations in oocysts per 100 liters. Sufficient sample volumes shall be collected and processed such that the detection limit is no greater than 5 cysts or oocysts per 100 liters. Detection levels on the order of 1 cyst or oocyst per 100 liters are recommended. If an observation is less than the detection limit, make an entry in the form "<2" (where 2 per 100 liters is the detection limit in this example). The actual detection limit will be dictated by the volumes of sample obtained, filtered, and processed. Do NOT record nondetectable values as zero.
8. EPA Method 1623 or other approved methods for reclaimed water or nonpotable waters, adjusted appropriately to accommodate the detection limit requirements, shall be used. Methods previously allowed for EPA's Information Collection Rule (ICR) shall not be used. The full requirements of the approved method, including quality assurance and quality control, are to be met. Quality assurance and sampling requirements in Chapter 62-160, F.A.C., shall apply.

Two concentrations of *Giardia* and *Cryptosporidium* shall be recorded on Part III of this form:

- a. Total cysts and oocysts shall be enumerated using EPA Method 1623 or other approved methods.
 - b. Potentially viable cysts and oocysts shall be enumerated using the DAPI staining technique contained in EPA Method 1623 or similar enumeration techniques included in other approved methods. Cysts and oocysts that are stained DAPI positive or show internal structure by D.I.C. shall be considered as being potentially viable. If the laboratory reports separate values for DAPI positive and for cysts or oocysts having internal structure, the larger of the two concentrations will be reported as being potentially viable.
9. If the number of potentially viable cysts of *Giardia* reported exceeds 5 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. If the number of potentially viable oocysts of *Cryptosporidium* reported exceeds 22 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. This subsequent sample shall be collected within 90 days of the date the initial sample was taken, analyzed for both *Giardia* and *Cryptosporidium*, and the results of the subsequent analysis shall be submitted to DEP using this form within 60 days of sample collection.
 10. Rule 62-160.300, F.A.C., requires that all laboratories generating environmental data for submission to the DEP shall hold certification from the Department of Health's (DOH) Environmental Laboratory Certification Program (ELCP). Certification by the ELCP for analysis of *Giardia* and *Cryptosporidium* using EPA Method 1623 for non-potable waters is required. If other approved methods are used, certification by the ELCP is required for the specific method and for the test matrix. Lists of certified laboratories can be found at www.dep.state.fl.us/labs/cgi-bin/aams/index.asp
 11. Samples shall be collected during peak flow periods (normally between the hours of 8:00 a.m. and 6:00 p.m.).
 12. Recognizing that concentrations of these pathogens generally increase during the late summer through fall period, it is recommended that utilities sample during the August through October time period.
 13. If the wastewater treatment facility uses chlorination for disinfection, samples obtained for analysis of *Giardia* and *Cryptosporidium* shall be dechlorinated.
 14. When sampling at the treatment facility, obtain a grab sample for total suspended solids (TSS) that is representative of the water leaving the filters at the treatment facility during the period when pathogen

samples are being obtained. In addition, record the highest turbidity and the lowest total chlorine residual observed during the period when pathogen samples are being obtained.

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 232 of 250

15. When sampling a supplemental water supply, obtain a grab sample for total suspended solids (TSS) that is representative of the surface water or treated stormwater as it is added to the reclaimed water system. This TSS sample shall be taken during the period when pathogen samples are being obtained. In addition, record the lowest total chlorine residual observed during the period when pathogen samples are being obtained.

Part II - General Information

1. DEP wastewater facility identification number: **FLA014951**

Wastewater facility name: Key West Resort Utility

Permittee name: Key West Resort Utility, Corp.

2. Person completing this form:

Name: _____

Telephone: (_____) _____

Email address: _____

3. Sampling and analysis:

Date samples were taken: _____

Organization collecting the samples: _____

Was the sample dechlorinated in the field? Yes No

Was the sample refrigerated or kept on ice during shipment to the laboratory? Yes No

Date samples delivered to laboratory: _____

Date analytical work was done: _____

Laboratory doing the analysis: _____

Laboratory's DOH Identification Number: _____

Approved method used:

EPA Method 1623

Other approved method: _____

Contact person at the laboratory: _____

Email address of the lab contact person: _____

4. Is this the first time that this form has been submitted for the facility?

Yes [Please complete Questions 7 through 16.]

No [Proceed to Question 5.]

5. Is this a report of "subsequent re-sampling" required by Item 9 in Part I of this form based on concentrations of potentially viable cysts or oocysts in a previous sampling?

No [Proceed to Question 6.]

Yes [Attach a description of any facility or operational changes made to the treatment facilities since the time of the previous sampling and proceed to Question 6.]

6. Has the information requested in Questions 7 through 12 (below) changed since the last submittal of this form?

Yes [Please complete Questions 7 through 16.]

No [Proceed to Questions 13 through 16 of Part II of this form. You do not need to complete Questions 7 through 12.]

7. Type of secondary treatment system:

Conventional activated sludge

Extended aeration

Contact stabilization

Biological nutrient removal (such as Bardenpho)

Other: _____

8. Does this treatment facility nitrify (convert ammonia nitrogen to nitrate)? Yes No

9. Filter type:

Deep bed, single media

Deep bed, multiple media

Shallow bed, automatic backwash

Upflow (including Dynasand)

Slow rate sand filter

Diatomaceous earth filter

Fabric filter

Cartridge filter

Membranes (microfiltration, ultrafiltration, membrane bioreactor, reverse osmosis)

Other: _____

10. Filter Media (complete for each type of media provided):

Top layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

Middle layer of media: Media type: _____
 Effective size: _____ mm
 Uniformity coefficient: _____

Bed depth: _____ inches

Bottom layer of media: Media type: _____
 Effective size: _____ mm
 Uniformity coefficient: _____

Bed depth: _____ inches

11. Filter backwash water:

- Backwash water is returned to the headworks of the treatment plant.
- Backwash water is returned to the aeration basin.
- Other. Please describe: _____

12. Disinfection system:

- Chlorination, gas Hypochlorite
- Chlorine dioxide Chlorination, other _____
- Ultraviolet Ozone
- Other: _____

13. Is chlorine added before the filters? No Yes Dose: _____ mg/L

14. During the period that samples were taken, did you add a coagulant, coagulant aid, polyelectrolyte, or other chemical to enhance filtration?

- No
- Yes. Please list the chemicals being added and their dose.

Chemical 1 - Name: _____ Dose: _____ mg/L

Chemical 2 - Name: _____ Dose: _____ mg/L

Chemical 3 - Name: _____ Dose: _____ mg/L

15. Wastewater treatment plant permitted capacity: _____ MGD

16. Wastewater flow being treated at the time samples were collected: _____ MGD

PART III - PATHOGEN MONITORING REPORT

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 236 of 250

FACILITY ID: FLA014951

FACILITY NAME: Key West Resort Utility

FACILITY ADDRESS: 6630 Front St., Stock Island, Key West, FL 33045

PERMITTEE NAME: Key West Resort Utility, Corp.

MAILING ADDRESS: 6630 Front Street, Key West, Florida 33040

DATE OF SAMPLING: _____

Parameter	Quantity or Loading		Quality or Concentration	
	Sample Measurement	Units	Sample Measurement	Units
Treatment Plant: After Filter Monitoring Site No.				
Turbidity PARM Code 00070				NTU
TSS PARM Code 00530				mg/L
Treatment Plant: After Disinfection Monitoring Site No.				
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
<i>Giardia</i> , total count * PARM Code GIARD				total cysts/100 L
<i>Giardia</i> , potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
<i>Cryptosporidium</i> , total count * PARM Code CRYPT				total oocysts/100 L
<i>Cryptosporidium</i> , potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L
Supplemental Water Supply (surface water or stormwater): After Treatment & Disinfection Monitoring Site No.				
TSS PARM Code 00530				mg/L
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
<i>Giardia</i> (total count) * PARM Code GIARD				total cysts/100 L
<i>Giardia</i> , potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
<i>Cryptosporidium</i> , total count * PARM Code CRYPT				total oocysts/100 L
<i>Cryptosporidium</i> , potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L

* Data entries must be made for both total and potentially viable cysts and oocysts.

PART IV - CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Name/Title of Principle Executive Officer or Authorized Agent (Type or Print)	Signature of Principle Executive Officer or Authorized Agent	Telephone No.	Date (YY/MM/DD)
Email Address			

Self-Monitoring

Ez Discharge Monitoring Report (EzDMR)

The EzDMR system is operational. This electronic reporting system should be accessed through the DEP Business Portal, which can be found at <http://www.fldepportal.com/go/>.



Establish an Account Now

Account Steps:

Step 1: Click <http://www.fldepportal.com/go/> or copy and paste the URL into your web browser.

Step 2: Already have an account? If no, then skip to Step 4. If yes, then click on Sign In.

Step 3: Enter your id/password and click the "Sign In" button. (Now skip to Step 8)

Step 4: If you are a new user to the DEP Business Portal, you will need to register first. Please click on Register.

Step 5: Follow the instructions and complete the required information.

Step 6: Click the "Register" button. You will be sent an email in order to verify your email address.

Step 7: Complete the verification process by following the instructions in the email.

As in the current eDMR system, Certifiers will need to electronically sign documents submitted to DEP using their PIN. To obtain a new PIN, please follow the instructions below.

Certifier Steps:

Step 8: Starting from the DEP Business Portal Homepage, Click the "Submit" button.

Step 9: Click the "PIN Application" button.

Step 10: Click the "Apply for a Pin" button.

Step 11: Complete the required information and click the "Generate a PIN Application" button.

Step 12: Complete the Electronic Subscriber Agreement form, which will be sent to you in an email as an attachment. The email will be from no-reply@dep.state.fl.us.

Step 13: Have the form notarized and then mail the original form to:

Florida Department of Environmental Protection

Attn: ESA Processing

2600 Blair Stone Road MS 6520

Tallahassee, FL 32399-2400

Your PIN will be emailed to you as soon as your request has been processed.

Why Register

It will be easy to complete your online reports for many reasons:

- Data entry screens will look very similar to your current permit DMR,
 - Data entry helpers will be available such as mass-populating NODI codes and excursions to help populate data,
 - DMRs that require resubmission will auto-populate values,
 - Groundwater (Part D) reports will remember previously entered data elements such as Detection Limits, Analysis Method, Sampling Equipment Use, and Samples Filtered, and
 - Search filters can be used to easily locate specific DMRs.
- Users will be able to quickly upload (CSV, XML) and download (PDF, CSV, XML) throughout the DMR data entry lifecycle.

The account access process has been streamlined by empowering the legally authorized facility representatives to grant permissions to their employees through the DEP Business Portal.

Registered users will receive automated email reminders when their various DMRs are due.

Users will automatically receive a PDF copy of their DMRs after submission.

Daily (Part B) DMRs will now be uploaded as an attachment.

If you have any questions, please feel free to contact us at

<mailto:EzDMRAdmin@dep.state.fl.us>.

RULE 25.30-440(7)

DEP/HEALTH DEPARTMENT NOTICES

(NONE)

RULE 25.30-440(8)

FIELD EMPLOYEES

Method of allocation. Christopher Johnson and Greg Wright's salary is allocated to Officer Salaries. All other employees carry out the operations and maintenance work on behalf of the Utility therefore each of their salaries are allocated to 701.

Christopher Johnson — State of Florida Class A WWTP Operator (# A13917) President
Airvac Certification # 1020, Professional Engineer Intern (Illinois License #061-030504)

Provide operational and administrative management and oversight for the KW Resort Utilities wastewater utility. Operational responsibilities include the management of the third largest wastewater treatment plant in the Keys, and a public sewer system comprised of both vacuum and force main systems. Other responsibilities include, compliance with State regulations, facilities management, and management of the largest reclaimed water system in the Keys.

Administrative responsibilities include overseeing budgeting, capital planning, information systems, data management, billing, financial planning and reporting, and reporting to a Board of Directors. Capital project responsibilities including the review of bid packages, design, contractor qualifications, submitted bids, financing, and bonding. Additional responsibilities include personnel management, development of strategic partnerships, and contract negotiation. Scheduled for "on call" duty, and serves as Plant Operator on weekends on a rotating basis.

Greg Wright - State of Florida Class B WWTP Operator (#B20501) Vice-President - Airvac
Certification

Provide operational and administrative management and oversight for the KW Resort Utilities wastewater utility. Operational responsibilities include the management of the third largest wastewater treatment plant in the Keys, and a public sewer system comprised of both vacuum and force main systems. Other responsibilities include, compliance with State regulations, facilities management, and management of the largest reclaimed water system in the Keys.

Administrative responsibilities include overseeing budgeting, capital planning, information systems, data management, billing, financial planning and reporting, and reporting to a Board of Directors. Capital project responsibilities including the review of bid packages, design, contractor qualifications, submitted bids, financing, and bonding. Additional responsibilities include personnel management, development of strategic partnerships, and contract negotiation. Scheduled for "on call" duty, and serves as Plant Operator on weekends on a rotating basis.

Mark Burkemper — State of Florida Class B Operator (#35355) - Senior plant operator/safety
Officer — Airvac Certification # 1125

Senior Plant operator in charge of day to day operations of treatment plant, process control decisions, plant laboratory, and plant maintenance schedules. Also provides safety meetings to field crews. On scheduled "on call duty, along with Plant Operator duty on weekends on a rotating basis.

Glenn Miller — State of Florida Class B Operator (#17028) — Plant Operator - Airvac Certified (7/1/2016-2/7/2017)

Plant operator tasked with day to day operations of treatment plant, process control sampling, plant laboratory, and plant maintenance schedules. On scheduled “on call duty”, along with Plant Operator duty on weekends on a rotating basis.

Tim Sunderman – State of Florida Class A Operator (# 23609) – Plant Operator (4/7/2017-Present) Replaced Glenn Miller.

Plant operator tasked with day to day operations of treatment plant, process control sampling, plant laboratory, and plant maintenance schedules. On scheduled “on call duty”, along with Plant Operator duty on weekends on a rotating basis.

Matthew Pellerito – Maintenance Manager – Airvac Certified (10/20/2014-8/22/2016)

Supervisor in charge of tracking, scheduling, and documenting all preventative maintenance on Wastewater Treatment Plant, Vacuum Station, and entire collection system. In charge of ordering all parts for plant and collection system. Responsible for all pumps (inventory, ordering and repairs). Supervised outside contractors when working on the WWTP. On scheduled "on call" duty on a rotating basis.

Richard Jeselskis – Maintenance Manager – Airvac Certified (10/10/2016-7/26/2017) Replaced Matthew Pellerito

Supervisor in charge of tracking, scheduling, and documenting all preventative maintenance on Wastewater Treatment Plant, Vacuum Station, and entire collection system. In charge of ordering all parts for plant and collection system. Responsible for all pumps (inventory, ordering and repairs). Supervised outside contractors when working on the WWTP. On scheduled "on call" duty on a rotating basis.

David Gootee – Field Technician (1/28/2016-12/23/2016)

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled “on call” duty.

Daniel Pumar – Field Technician (6/19/2017-Present) Replaced David Gootee

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled “on call” duty.

Travis Adamson – Field Technician (1/30/2017-2/11/2017)

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled “on call” duty.

Juan Marquez Perez – Field Technician (10/31/2016-2/10/2017) Replaced Travis Adamson

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled “on call” duty.

Jamie Boan - Field Technician (6/9/2016-9/16/2016)

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled "on call" duty.

Jeffrey Morse – Field Technician (6/19/2017-Present) Replaced Jamie Boan

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled "on call" duty.

Michael Hopkins – Field Technician (1/30/2017-7/23/2017)

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled "on call" duty.

Pierre Amboise – Senior Field Technician (2/10/2007 – Present)

Checks all lift station each morning fills out run times sheets and reports any problems. Performs maintenance and repairs in the vacuum system, lift station and vacuum pits. Handles emergency call outs and weekend runs when needed. On scheduled "on call duty."

Joseph Schober – Field Technician (10/27/2015-Present)

Perform overall maintenance and repairs in the vacuum system, lift stations, vacuum pits and buffer tanks. Analyze problems, make necessary corrections. On scheduled "on call" duty.

RULE 25.30-440(9)

VEHICLES

Year	Make	Purchase Date	Color	Driver	VIN#	Value	Purpose
2004	Chevy Colorado	4/14/2011	White	Fleet	1GCCS198X48205760	\$ 6,000.00	On Call
2006	Ford F150	9/27/2006	Red	Fleet	1FTRF12246NA05031	\$ 18,550.00	On Call
2007	Ford F250	4/20/2013	White	Fleet	1FTNF20527EB31942	\$ 11,730.00	On Call
2008	Ford F150	5/19/2009	Black	Mark	1FTRF122X8KF05067	\$ 18,550.00	On Call
2008	Chevy Silverado	3/21/2016	White	Fleet	1GCEC14X1Z216991	\$ 8,932.00	On Call
2011	Dodge Ram	2/16/2015	White	Richard	3D7JB1EK9BG538652	\$ 12,000.00	On Call
2012	Chevy 1500	10/21/2012	Brown	Chris	1GCRCPEX7CZ310966	\$ 27,339.00	On Call
2013	Chevy Silverado	1/11/2016	Gray	Greg	1GCNCPEX9DZ347663	\$ 19,318.78	On Call

Retired Vehicles in 2016

1996	GMC Sierra	1/10/2006	Silver	Fleet	1GDKC34F8TJ513071	\$ 6,010.00	On Call
1998	Ford Pickup	1/9/2009	Silver	Fleet	1FTZF1721WNA81265	\$ 5,500.00	On Call

RULE 25.30-440(10)
CUSTOMER COMPLAINTS

Complaint Activity Tracking Search Results

Docket No. 20170141-SU
Additional Engineering Information
Exhibit CAJ-2
Page 248 of 250

Company Name : **K W Resort Utilities Corp.**
Company Code : **SU336**
Complaint Type : **Billing**
Complaints From : **07/01/2016**
Complaints To : **06/30/2017**
No of complaints found: 0

Complaint Activity Tracking Search Results

Docket No. 20170141-SU
Additional Filings Information
Exhibit CAJ-2
Page 249 of 250

Company Name : **K W Resort Utilities Corp.**
Company Code : **SU336**
Complaint Type : **Service**
Complaints From : **07/01/2016**
Complaints To : **06/30/2017**
No of complaints found: 0

RULE 25.30-440(11)

SECONDARY WATER QUALITY COMPLAINTS

(NOT APPLICABLE – WASTEWATER ONLY UTILITY)



KEY WEST WWTP REHAB

Quotation #170026-A2

October 13, 2017

Questions relative to this Quotation should be directed to Evoqua's area sales Representative:

Evoqua Water Technologies LLC

Earl Griner
1828 Metcalf Ave.
Thomasville, Ga. 31792
229-403-1515
william.griner@evoqua.com



QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

To: KW Resort Utilities Corp.

Job Name: Key West WWTP Rehabs

1) **SUMMARY:**

Evoqua Water Technologies, LLC proposes to deliver and install equipment/materials to rehab two (2) existing Davco WWTP's & existing clarifier being used as digester at the Key West Resort Utilities project as applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale and Erection stated herein.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

PRICE SUMMARY:

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the "Excluded Items" Section 5 of this quotation for a list of items to be furnished by others.

A) **UNIT PRICING:**

<u>ITEM & DESCRIPTION:</u>	<u>PRICE</u>
(See following pages for further description)	
Material/Equipment, Demo, Installation & paint to rehab two (2) existing WWTP's and standalone clarifier/digester. Digester work to be done at same time as one of the plant rehabs.	<u>\$915,000.00</u>
Add Price to blast and repair air headers on each plant & digester. Eight (8) days estimated to do work.	<u>\$3,000.00 per day</u>
Add Price for surfacing epoxy to fill voids in the steel on each plant & digester. Twelve (12) Days estimated to do work.	<u>\$3,000.00 per day</u>

B) **FREIGHT:** Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.

C) **QUOTATION VALIDITY:** This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

D) **FIELD SERVICES:** N/A (start-up/training not required)

• **SERVICE MANUALS:** N/A

• **ADDENDUMS:** None

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

- E) **PAYMENT AND PRICE TERMS:** The terms of payment are net 30 in accordance with the following milestones:
- 10% with signed agreement.
 - 90% progressive payments.

Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, tariffs, import/ export fees, duties or any other government dues. The Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance.

2) **DRAWING AND SHIPMENT SCHEDULE:**

Actual dates for equipment delivery will be provided after agreed upon schedule and fully executed purchase agreement. Evoqua will work closely with the Owner to provide delivery dates to meet the overall project schedule as possible.

Submittal Drawings on bridge assembly: 3-4 weeks

Estimated Shipment of Equipment: Within 14-16 weeks after final approved submittals.

Estimated installation time: 3-4 weeks per plant & 1 week on digester.

Estimated field painting time: 5-6 weeks per plant

3) **EQUIPMENT SCOPE**

- Provide and install new rectangular bridge support tubing and angles between plants from existing fine aeration basin to fine aeration basin. Rectangular tubing to be 8" x 4" x 1/4" 304SS with 2" x 2" x 1/4" stainless steel grating cross support angles. Existing handrails, toe plates and grating to be reused where available and new or modified handrails shall be installed as needed. New bridge tubing to include new 304SS mounting plates and 316SS hardware for mounting existing aluminum handrails. Also provided will be new aluminum handrail bases to be used as required on the existing handrails. New aluminum grating clips to be provided as required for existing grating.
- Provide and install a compatible WILO 304 SS davit base only on the new rectangular tube bridge between the WWTP plants. Davit not required. Modify existing aluminum handrails where davit base will be located so that they can, with minimal effort, be removed to allow heavy equipment and material to be swung onto the bridge. Evoqua to provide shop drawing of new rectangular bridge to owner for approval of removable handrail section and location of the WILO 304 SS davit base.
- Provide and install new 304 SS unistrut and clamps to support existing conduits on new bridge tubing.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

- Provide and install new 304 SS control panel stands. Panels shall be mounted in same fashion as they are currently mounted with the new supports welded to the bridge section. Control panels will remain operational during the construction to allow treatment plants to operate.
- Provide and install new 304SS structure on the (2) existing platforms around the influent / flow regulator boxes. Include new 3" 304SS pipe supports. Existing handrails, toe plates and grating to be reused.
- Provide and install on each of the two platforms a WILO 304 SS davit rated for 250 kg., floor mounted with manual winch, 316SS 30ft cable and 304 SS base.
- Provide and install new 8" schedule 80 PVC from influent / flow regulator box to fine bubble aeration basin. Installation shall include providing and installing 304 SS supports to hold the 8" influent piping. Pipe supports shall be 304 SS and installed in a manner to support full flow of the pipe. Supports shall be welded to the new 304 SS clarifier catwalk supports. Remove influent trough and 6" pipe from the influent/flow regulator box to influent trough.
- Provide and install new 2" sch 40 304SS pipe to replace existing air header pipe supports as required.
- Provide and install new 304 stainless steel walkway/air header supports.
- Replace ears on end of effluent weir trough section with 304SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 304SS hardware as required.
- Provide and install new air piping on the 4 existing RAS/WAS airlifts, 304SS.
- Provide and install new removal diffusers system in the aeration zones in both plants.
- Remove all grating and reinstall after painting is complete.
- Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- Blast all air piping and repair as needed. The cost for this work will be \$3000 per day which includes 3 men, materials and construction equipment. Eight (8) days estimated to do work. Any days over 8 will be an additional \$3000 per day.
- Remove valves on clarifier influent pipes.
- Remove all internals in existing standalone clarifier. This tank was original installed as a clarifier and is being used as a digester.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

- Remove and replace existing 6" effluent line from east clarifier weir trough with 8" Sch 40 steel pipe and supports as needed.

4) SURFACE PREPARATION AND CORROSION PROTECTION (FIELD)

- Field blast and paint interior and exterior on two (2) existing WWTP's and one (1) Digester:

Surface Preparation

Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.

Sweep Abrasive Blast Clean all sound, tightly-adhered coatings to create a minimum 1.5 mil angular surface profile in accordance with Brush Off Blast Cleaning (SSPC-SP7 / NACE No.4).

Spot Abrasive Blast Clean to remove all loose coatings, mill scale, rust, corrosion, and other contaminants in accordance with Near White Metal Blast Cleaning (SSPC-SP10 / NACE No.2). A minimum angular surface profile of 2.0 mils must be achieved. Surfaces must be clean and dry prior to the application of any coatings. All prepared bare steel must be primed the same day to avoid flash rusting.

Coating System

Interior specification has (2) coat Sherwin-Williams Coal Tar Epoxy specified at (16) mil DFT

Exterior specification has (2) coat Sherwin-Williams Macropoxy 646 specified at (4-6) mils. DFT (10 mil. total minimum)
Apply one top coat of Sherwin-Williams Acrolon Ultra at 2-3 mils DFT.

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

All water after pressure washing will be disposed of on ground or pumped back to WWTP.

Surfacing Epoxy to fill void in steel (If Required). The cost for this work will be \$3000 per day which includes 3 men, materials and construction equipment. Twelve (12) days estimated to do work. Any days over 12 will be an additional \$3000 per day.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

- **Field blast and paint exterior on two (2) new filter units:** (per equipment scope #6)

Surface Preparation

Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.

Sweep Abrasive Blast Clean all sound, tightly-adhered coatings to create a minimum 1.5 mil angular surface profile in accordance with Brush Off Blast Cleaning (SSPC-SP7 / NACE No.4).

UV Protective Coating System:

Exterior specification:

- (1) coat Themec Series N69 HI Build Epoxoline II specified at (4-6) mils. DFT.
- (1) coat Themec Series 1075U specified at (2-3) mils. DFT

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

All water after pressure washing will be disposed of on ground or pumped back to WWTP.

SSPC-SP7 blasting does not include complete removal of existing paint.

Due to the unknown integrity of the existing coating, and should additional blasting other than brush off blast on existing steel be required, Evoqua will furnish price and get approval for any additional work required before performing the work.

NOTE: Field painting cannot be performed in inclement weather or when temperatures are below 45° F. Evoqua will not be responsible for delays in the project due to the weather conditions.

- **Inspection & Testing Requirements::**
 - The CONTRACTOR shall give the ENGINEER a minimum of three (3) days advance notice of the completion of any surface preparation work or start of coating application work.
 - Before application of the base (prime) coat and each succeeding coat, all surfaces to be painted shall be inspected by ENGINEER. Any and all defects or deficiencies shall be corrected by the CONTRACTOR before application of any subsequent coating.
 - Coating applications shall be checked for required MDFT as per these

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

specifications. All coated surfaces failing to meet the MDFT requirements shall be rejected.

- For all coatings subject to immersion, consult the coatings manufacturer's written instructions for time required after system application before immersion.
- Inspection by the ENGINEER or the waiver of inspection of any particular portion of the Work shall not be construed to relieve the CONTRACTOR of his responsibility to perform the Work in accordance with these Specifications.
- All equipment required for discontinuity (Holiday) testing of steel substrates and continuity verification of concrete substrates shall be furnished and operated by the painting contractor.
- Once the final coat is applied the CONTRACTOR shall Holiday test using high or low voltage spark testing (determined by mil thickness and NACE requirements) in the presence of the ENGINEER. Any failing areas shall be addressed and retested prior to acceptance of the work.

FIELD ERECTION:

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment purchased on this proposal.
- Customer is responsible for having tanks drained and clean before Evoqua arrives on site to start rehab on tanks.
- Evoqua is responsible for offloading the equipment supplied by Evoqua.
- All materials/equipment removed from plant during demolition to be disposed of on site.
- Evoqua is responsible for installing supplied equipment by normal fabrication and welding procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (crane, welding machines, cutting equipment, etc.).
- Customer must provide access to within 20' of each plant and digester for a 50 ton crane.
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies LLC. General Terms and Conditions for Erection Work document is included as part of this proposal.

NOTE: There may be other items in need of repair that are not known at this time. Evoqua will give customer a quote for any additional repairs before work is to be done.

Guarantee: One (1) year from date of acceptance not to exceed eighteen (18) month from date of shipment.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

5) CLARIFICATIONS /EXCEPTIONS:

The equipment specified herein is Evoqua's standard equipment offering. Quotation is subject to the following clarifications:

Article, Section	CLARIFICATIONS / EXCEPTIONS
	1. The scope of supply and pricing are based on EVOQUA standard equipment selection, wage rates, standard terms of sale and warranty terms.

Variations from Evoqua's standard Terms and Conditions of Sale and the Clarifications/Exceptions identified above can be negotiated on an individual, as needed basis prior to award of contract. However, please note that this proposal is expressly conditioned upon: (i) acceptance by the Owner or Contractor of the Terms and Conditions of Sale and the Clarifications/Exceptions as described within this proposal, without modification or addition, or a mutually agreed upon set of commercial and technical terms; and (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review of the purchaser.

6) EXCLUDED ITEMS:

Evoqua's price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

- Potable water for pressure washing
- Draining and cleaning of tanks
- Disposal of existing materials
- Painting existing headwork's platform.
- Start-up
- O&M manuals
- Electrical work of any kind
- Field disconnects, conduit and wiring
- Taxes, Permits, Bonds
- Any other equipment or items not expressly mentioned in this proposal

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

Quotation Submitted by Evoqua Water Technologies, LLC: Drew Whittington

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:


Signature

Christopher Johnson
Printed Name

President
Title

10-15-2017
Date

Acknowledged by Seller: Evoqua Water Technologies, LLC


Signature

Marc Roehl
Printed Name

VP & General Manager Municipal Segment
Title

10/20/2017
Date

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

EVOQUA WATER TECHNOLOGIES LLC
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement, which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF

CONTRACT FOR REHABILITATION OF THE ORIGINAL WASTEWATER TREATMENT PLANTS

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

**Evoqua Water Technologies LLC
GENERAL TERMS AND CONDITIONS
FOR ERECTION WORK**

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Evoqua Waste Technologies erection crew.
3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Evoqua Water Technologies shall be responsible for the clean up and removal of trash, scrap materials, etc., left from Evoqua Water Technologies erection work.
4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Evoqua Water Technologies erection crew to perform work during all weather conditions. Should Evoqua Water Technologies have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Evoqua Water Technologies for cost incurred and agrees Evoqua Water Technologies shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
5. Evoqua Water Technologies' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Evoqua Water Technologies, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Evoqua Water Technologies acceptance of the erection job, Evoqua Water Technologies shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Evoqua Water Technologies due to such conflict the Purchaser hereby agrees to reimburse Evoqua Water Technologies for the additional costs incurred.

Evoqua Water Technologies is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Evoqua Water Technologies at the site shall be as determined by Evoqua Water Technologies. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies.

6. INSURANCE

During the period of erection of the equipment contemplated herein, Evoqua Water Technologies will maintain the following insurance: Per Englewood Water District Insurance requirement, (copy attached).

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

(e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Evoqua Water Technologies installation is scheduled.

9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.

12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

QUOTATION NO. 170026-A2 Key West WWTP Rehab DATE: 10/13/2017

14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.

15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON
DOCKET NO.: 0170141-SU
EXHIBIT CAJ-4
CHEMICAL ANALYSIS SPREADSHEET PREPARED BY CAJ
Page 1 of 3

KW Resort Utilities Corp.
Account QuickReport
July 2016 - June 2017

	Date	Transaction Type	Num	Name	Type	Quantity	Unit	Unit Price	Total
Plant Expense									
Chemicals	12/15/2016	Bill	3996435	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
	11/21/2016	Bill	3984348	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	275	Gallons	\$2.75	\$756.25
	11/17/2016	Bill	3983007	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	495	Gallons	\$2.75	\$1,361.25
	10/27/2016	Bill	3972944	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	660	Gallons	\$2.75	\$1,815.00
	09/22/2016	Bill	3955872	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	600	Gallons	\$2.75	\$1,650.00
	08/18/2016	Bill	3937782	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	570	Gallons	\$2.75	\$1,567.50
	07/27/2016	Bill	3924643	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	330	Gallons	\$2.75	\$907.50
	06/15/2017	Bill	4094446	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	660	Gallons	\$2.75	\$1,815.00
	05/04/2017	Bill	4068917	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
	02/08/2017	Bill	4023022	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
	01/26/2017	Bill	4016405	Hawkins, Inc.	Sodium hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
	01/12/2017	Bill	4009567	Hawkins, Inc.	Sodium Hydroxide 50% diaphragm	660	Gallons	\$2.75	\$1,815.00
	01/05/2017	Bill	4006050	Hawkins, Inc.	Sodium Hydroxide 50% Diaphragm	282	Gallons	\$2.75	\$775.50
						7172 Gallons	NaOH		\$19,723.00
	01/12/2017	Bill	4009566	Hawkins, Inc.	MicroC	719	Gallons	\$3.45	\$2,480.55
	01/26/2017	Bill	4016405	Hawkins, Inc.	MicroC	825	Gallons	\$3.45	\$2,846.25
	02/08/2017	Bill	4023022	Hawkins, Inc.	MicroC	211	Gallons	\$3.45	\$727.95
	02/23/2017	Bill	4030723	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	03/23/2017	Bill	4045255	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	07/06/2016	Bill	3914841	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	07/13/2016	Bill	3917967	Hawkins, Inc.	MicroC	400	Gallons	\$3.45	\$1,380.00
	07/27/2016	Bill	3924367	Hawkins, Inc.	MicroC	200	Gallons	\$3.45	\$690.00
	08/12/2016	Bill	3935525	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	08/25/2016	Bill	3941394	Hawkins, Inc.	MicroC	522	Gallons	\$3.45	\$1,800.90
	09/08/2016	Bill	3948502	Hawkins, Inc.	MicroC	350	Gallons	\$3.45	\$1,207.50
	09/22/2016	Bill	3955767	Hawkins, Inc.	MicroC	471	Gallons	\$3.45	\$1,624.95
	10/05/2016	Bill	3962499	Hawkins, Inc.	MicroC	473	Gallons	\$3.45	\$1,631.85
	10/20/2016	Bill	3969692	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	10/27/2016	Bill	3972944	Hawkins, Inc.	MicroC	275	Gallons	\$3.45	\$948.75
	11/03/2016	Bill	3976615	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
	11/17/2016	Bill	3983007	Hawkins, Inc.	MicroC	476	Gallons	\$3.45	\$1,642.20
	11/21/2016	Bill	3984348	Hawkins, Inc.	MicroC	425	Gallons	\$3.45	\$1,466.25
	12/01/2016	Bill	3989449	Hawkins, Inc.	MicroC	473	Gallons	\$3.45	\$1,631.85
	12/15/2016	Bill	3996435	Hawkins, Inc.	MicroC	485	Gallons	\$3.45	\$1,673.25
	12/22/2016	Bill	4000212	Hawkins, Inc.	MicroC	275	Gallons	\$3.45	\$948.75
	12/30/2016	Bill	4003782	Hawkins, Inc.	MicroC	550	Gallons	\$3.45	\$1,897.50
						10430 Gallons	Carbon		\$35,983.50
	01/12/2017	Bill	4009566	Hawkins, Inc.	Ferric Sulfate	775	Gallons	\$3.06	\$2,371.50
	01/26/2017	Bill	4016405	Hawkins, Inc.	Ferric sulfate	825	Gallons	\$3.06	\$2,524.50
	02/08/2017	Bill	4023022	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
	02/23/2017	Bill	4030723	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
	03/23/2017	Bill	4045255	Hawkins, Inc.	Ferric sulfate	825	Gallons	\$3.06	\$2,524.50
	06/02/2017	Bill	4086638	Hawkins, Inc.	Feric Sulfate	825	Gallons	\$3.06	\$2,524.50
	06/15/2017	Bill	4094446	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
	06/29/2017	Bill	4103407	Hawkins, Inc.	Ferric Sulfate	825	Gallons	\$3.06	\$2,524.50
	07/06/2016	Bill	3914841	Hawkins, Inc.	Ferric Sulfate	707	Gallons	\$2.65	\$1,873.55
	07/13/2016	Bill	3917967	Hawkins, Inc.	Ferric Sulfate	495	Gallons	\$2.65	\$1,311.75
	07/27/2016	Bill	3924367	Hawkins, Inc.	Ferric Sulfate	598	Gallons	\$2.65	\$1,584.70
	08/12/2016	Bill	3935525	Hawkins, Inc.	Ferric Sulfate	430	Gallons	\$2.65	\$1,139.50
	08/19/2016	Bill	3938514	Hawkins, Inc.	Ferric Sulfate	275	Gallons	\$2.65	\$728.75
	08/25/2016	Bill	3941394	Hawkins, Inc.	Ferric Sulfate	550	Gallons	\$2.65	\$1,457.50
	09/01/2016	Bill	3945725	Hawkins, Inc.	Ferric Sulfate	275	Gallons	\$2.65	\$728.75
	09/08/2016	Bill	3948502	Hawkins, Inc.	Ferric Sulfate	759	Gallons	\$3.06	\$2,322.54
	09/22/2016	Bill	3955767	Hawkins, Inc.	Ferric Sulfate	724	Gallons	\$3.06	\$2,215.44
	10/05/2016	Bill	3962499	Hawkins, Inc.	Ferric Sulfate	598	Gallons	\$3.06	\$1,829.88
	10/20/2016	Bill	3969692	Hawkins, Inc.	Ferric Sulfate	550	Gallons	\$3.06	\$1,683.00
	10/27/2016	Bill	3972944	Hawkins, Inc.	Ferric sulfate	275	Gallons	\$3.06	\$841.50
	11/03/2016	Bill	3976615	Hawkins, Inc.	Ferric Sulfate	673	Gallons	\$3.06	\$2,059.38
	11/17/2016	Bill	3983007	Hawkins, Inc.	Ferric Sulfate	735	Gallons	\$3.06	\$2,249.10
	12/01/2016	Bill	3989449	Hawkins, Inc.	Ferric Sulfate	736	Gallons	\$3.06	\$2,252.16
	12/15/2016	Bill	3996435	Hawkins, Inc.	Ferric Sulfate	592	Gallons	\$3.06	\$1,811.52
	12/30/2016	Bill	4003782	Hawkins, Inc.	Ferric Sulfate	587	Gallons	\$3.06	\$1,796.22
						16109 Gallons	Ferric		\$47,928.24
	12/30/2016	Bill	4003783	Hawkins, Inc.	Chlorine	420	Gallons	\$1.45	\$609.00

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON
DOCKET NO.: 0170141-SU
EXHIBIT CAJ-4
CHEMICAL ANALYSIS SPREADSHEET PREPARED BY CAJ
Page 2 of 3

12/22/2016	Bill	4000212	Hawkins, Inc.	Chlorine	375	Gallons	\$1.45	\$543.75	
12/15/2016	Bill	3996435	Hawkins, Inc.	Chlorine	440	Gallons	\$1.45	\$638.00	
12/08/2016	Bill	3992781	Hawkins, Inc.	Chlorine	510	Gallons	\$1.45	\$739.50	
12/01/2016	Bill	3989450	Hawkins, Inc.	Chlorine	700	Gallons	\$1.45	\$1,015.00	
11/21/2016	Bill	3984348	Hawkins, Inc.	Chlorine	290	Gallons	\$1.45	\$420.50	
11/17/2016	Bill	3983007	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00	
11/10/2016	Bill	3979700	Hawkins, Inc.	Chlorine	420	Gallons	\$1.45	\$609.00	
11/03/2016	Bill	3976617	Hawkins, Inc.	Chlorine	380	Gallons	\$1.45	\$551.00	
10/27/2016	Bill	3972813	Hawkins, Inc.	Chlorine	540	Gallons	\$1.45	\$783.00	
10/20/2016	Bill	3969698	Hawkins, Inc.	Chlorine	690	Gallons	\$1.45	\$1,000.50	
10/11/2016	Bill	3965057	Hawkins, Inc.	Chlorine	355	Gallons	\$1.45	\$514.75	
10/05/2016	Bill	3962500	Hawkins, Inc.	Chlorine	360	Gallons	\$1.45	\$522.00	
09/29/2016	Bill	3959323	Hawkins, Inc.	Chlorine	460	Gallons	\$1.45	\$667.00	
09/22/2016	Bill	3955770	Hawkins, Inc.	Chlorine	610	Gallons	\$1.45	\$884.50	
09/15/2016	Bill	3952276	Hawkins, Inc.	Chlorine	525	Gallons	\$1.45	\$761.25	
09/08/2016	Bill	3948505	Hawkins, Inc.	Chlorine	488	Gallons	\$1.45	\$707.60	
09/01/2016	Bill	3945605	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00	
08/25/2016	Bill	3941404	Hawkins, Inc.	Chlorine	508	Gallons	\$1.45	\$736.60	
08/18/2016	Bill	3937581	Hawkins, Inc.	Chlorine	520	Gallons	\$1.45	\$754.00	
08/12/2016	Bill	3935525	Hawkins, Inc.	Chlorine	330	Gallons	\$1.45	\$478.50	
08/04/2016	Bill	3929927	Hawkins, Inc.	Chlorine	515	Gallons	\$1.45	\$746.75	
07/27/2016	Bill	3924374	Hawkins, Inc.	Chlorine	380	Gallons	\$1.45	\$551.00	
07/22/2016	Bill	3922088	Hawkins, Inc.	Chlorine	655	Gallons	\$1.45	\$949.75	
07/13/2016	Bill	3916357	Hawkins, Inc.	Chlorine	515	Gallons	\$1.45	\$746.75	
07/06/2016	Bill	3912574	Hawkins, Inc.	Chlorine	500	Gallons	\$1.45	\$725.00	
06/29/2017	Bill	4103407	Hawkins, Inc.	Chlorine	550	Gallons	\$1.45	\$797.50	
06/02/2017	Bill	4086638	Hawkins, Inc.	Chlorine	1145	Gallons	\$1.45	\$1,660.25	
05/18/2017	Bill	4077061	Hawkins, Inc.	Chlorine	950	Gallons	\$1.45	\$1,377.50	
05/04/2017	Bill	4068917	Hawkins, Inc.	Chlorine	530	Gallons	\$1.45	\$768.50	
05/01/2017	Bill	4038318	Hawkins, Inc.	Ultra-chloride	860	Gallons	\$1.45	\$1,247.00	
04/14/2017	Bill	4057588	Hawkins, Inc.	Ultra-Chloride	568	Gallons	\$1.45	\$823.60	
04/10/2017	Bill	4054677	Hawkins, Inc.	Ultra-chloride	530	Gallons	\$1.45	\$768.50	
04/04/2017	Bill	4051760	Hawkins, Inc.	Chlorine	1000	Gallons	\$1.45	\$1,450.00	
03/23/2017	Bill	4045255	Hawkins, Inc.	Ultra-Chloride	895	Gallons	\$1.45	\$1,297.75	
02/23/2017	Bill	4030723	Hawkins, Inc.	Ultra-Chlorine	1093	Gallons	\$1.45	\$1,584.85	
02/08/2017	Bill	4023022	Hawkins, Inc.	Ultra-Chloride	375	Gallons	\$1.45	\$543.75	
02/03/2017	Bill	4021107	Hawkins, Inc.	Chlorine	525	Gallons	\$1.45	\$761.25	
01/26/2017	Bill	4016405	Hawkins, Inc.	Chlorine	310	Gallons	\$1.45	\$449.50	
01/18/2017	Bill	4012145	Hawkins, Inc.	Chlorine	620	Gallons	\$1.45	\$899.00	
01/12/2017	Bill	4009567	Hawkins, Inc.	Chlorine	155	Gallons	\$1.45	\$224.75	
01/05/2017	Bill	4006050	Hawkins, Inc.	Chlorine	360	Gallons	\$1.45	\$522.00	
					22952 Gallons	Chlorine		\$33,280.40	
04/04/2017	Bill	4051813	Hawkins, Inc.	Super Charge 68% Granular	1	bucket 100lb	\$200.00	\$200.00	
01/13/2017	Bill	4010417	Hawkins, Inc.	super charge 68% granular	2	bucket 100lb	\$200.00	\$400.00	
11/28/2016	Bill	3987710	Hawkins, Inc.	GLB Super Charge 68% Granular	3	bucket 100lb	\$200.00	\$600.00	
08/19/2016	Bill	3938539	Hawkins, Inc.	GLB Super charge 68% granular	2	bucket 100lb	\$200.00	\$400.00	Total lbs
					8	bucket 100lb	HTH	\$1,600.00	800 lbs
10/11/2016	Bill	3965127	Hawkins, Inc.	Calcium hypochlorite tabs	3	bucket 50 lb	\$165.00	\$495.00	
08/26/2016	Bill	3942879	Hawkins, Inc.	Calcium hypochlorite tabs	3	bucket 50 lb	\$165.00	\$495.00	
04/04/2017	Bill	4051813	Hawkins, Inc.	Calcium Hypochlorite Ind 3" tabs	2	bucket 50 lb	\$165.00	\$330.00	
05/04/2017	Bill	4068917	Hawkins, Inc.	Calcium hypochlorite	4	bucket 50 lb	\$165.00	\$660.00	
01/13/2017	Bill	4010417	Hawkins, Inc.	Calcium Hypo Individual 3" tabs	3	bucket 50 lb	\$165.00	\$495.00	Total lbs
					15	bucket 50lb	tabs	\$2,475.00	750 lbs

Fuel Surcharge: 67 invoices in test year x \$31.50 for each invoice = \$2,110.50

\$ 2,110.50

Chemical Total TY \$ 143,100.64

Test Year Chemical Summary Table			
Amount	Unit	Chemical	Amount/Day
7,172	Gallons	NaOH	19.65 gpd
10,430	Galons	Carbon	28.58 gpd
16,109	Gallons	Ferric	44.13 gpd
22,952	Gallons	Chlorine	62.88 gpd
800	lbs	HTH	2.19 lb/day
750	lbs	Tabs	2.05 lb/day

	Dosage gal per 1000 gallon treated
NaOH	0.047515884
Carbon	0.069100763
Ferric	0.106725233
Chlorine	0.152061429

	Dosage lbs per 1000 gal treated
HTH	0.005300154
tabs	0.004968895



6805 OVERSEAS HIGHWAY | MARATHON | FL 33050
TEL (305) 289-4161 | FAX(305) 289-4162

MEMORANDUM

To: Chris Johnson
From: Ed Castle, PE
Date: June 27, 2017
Re: Biosolids Disposal Costs

The KW Resort Utilities Corp. (KWRU) drying beds have a limited capacity. Based on historical operating records, the beds are capable of processing approximately 80 dry tons per year. As the flows at the WWTP increase, biosolids production has also increased. In 2016 and 2017, during peak loading periods, the drying beds were not able to process all of the biosolids, resulting in the need to haul liquid sludge.

As flows continue to increase, the quantity of biosolids that can't be processed on the drying beds will also increase. To determine the most economical method of disposal of the excess biosolids, I have used future flow projections to calculate future biosolids disposal needs. I then produced cost estimates for three different options for processing and disposal of the excess biosolids. The three methods are:

1. Haul liquid biosolids at 2% solids to a sludge disposal center
2. Purchase a centrifuge and haul biosolids cake at 20% solids to a landfill
3. Purchase a screw press and haul biosolids cake at 16% solids to a landfill

The table below summarizes the predicted biosolids hauling cost year by year.

Year	Excess Dry Tons	Drying Bed Hauling Cost	Additional Cost with Centrifuge	Additional Cost with Screw Press	Additional Cost with Liquid	Total Cost with Centrifuge	Total Cost with Screw Press	Total Cost with Liquid
2017	26.9	\$48,384.92	\$161,220.25	\$105,333.90	\$98,359.34	\$209,605.18	\$153,718.82	\$146,744.27
2018	30.2	\$52,917.75	\$168,751.13	\$113,060.90	\$111,941.73	\$221,668.88	\$165,978.65	\$164,859.48
2019	35.7	\$54,377.75	\$179,158.98	\$125,797.93	\$134,101.86	\$233,536.73	\$180,175.68	\$188,479.61
2020	41.5	\$56,320.46	\$191,285.68	\$139,730.87	\$158,564.66	\$247,606.14	\$196,051.33	\$214,885.12
2021	47.6	\$58,400.74	\$204,057.92	\$154,462.60	\$184,575.18	\$262,458.66	\$212,863.34	\$242,975.91
2022	53.9	\$60,577.19	\$217,497.40	\$170,020.18	\$212,186.99	\$278,074.59	\$230,597.37	\$272,764.18
2023	60.7	\$62,852.94	\$231,993.61	\$186,886.33	\$242,324.66	\$294,846.55	\$249,739.28	\$305,177.60
2024	67.7	\$65,279.03	\$247,965.13	\$204,647.82	\$274,201.26	\$313,244.16	\$269,926.85	\$339,480.29
2025	71.4	\$67,812.32	\$257,133.31	\$215,843.02	\$293,542.76	\$324,945.63	\$283,655.35	\$361,355.08
2026	75.3	\$69,667.52	\$266,898.99	\$227,258.55	\$314,312.03	\$336,566.51	\$296,926.06	\$383,979.54
2027	76.8	\$71,613.14	\$287,687.24	\$239,590.52	\$325,486.78	\$359,300.38	\$311,203.66	\$397,099.92
2028	77.5	\$73,042.82	\$291,188.65	\$243,650.39	\$333,179.22	\$364,231.48	\$316,693.21	\$406,222.04
2029	77.5	\$74,293.11	\$293,558.83	\$246,303.90	\$338,176.91	\$367,851.93	\$320,597.00	\$412,470.01
2030	77.5	\$75,407.50	\$295,964.56	\$248,997.21	\$343,249.56	\$371,372.06	\$324,404.71	\$418,657.06

In the near term, hauling liquid is the most cost effective means of disposal. In 2019, liquid hauling begins to be more costly than the centrifuge and screw press options, with the screw press being most cost effective.

Costs for the three options include hauling and disposal costs, capital equipment costs, labor costs, energy costs, chemical costs and equipment maintenance costs. Details are provided in the following pages.

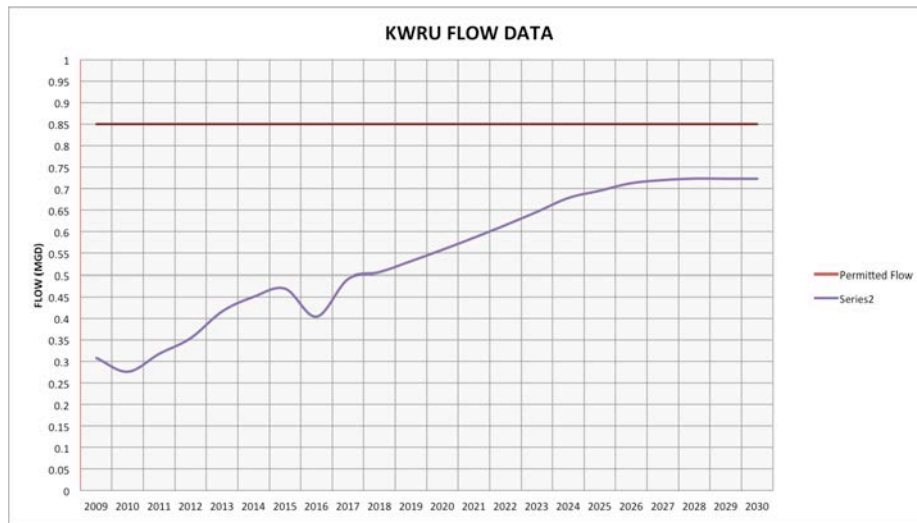
BIOSOLIDS PRODUCTION AND HAULING COSTS

The table below presents estimates for the annual biosolids production based on the predicate WWTP flows and calculates the annual excess biosolids that cannot be processed on the drying beds. The excess mass of biosolids is then used to calculate the costs of processing and disposal for each of the three options under consideration.

Year	Flow, AADF MGD	Dry Solid, Ton	Drying Bed Dry Tons	Excess Dry Tons	Drying Bed Wet Tons	Centrifuge Wet Tons	Screw Press Wet Tons	Liquid Gallons	Centrifuge Hauling Cost	Screw Press Hauling Cost	Liquid Hauling cost	Drying Bed Hauling Cost
2016	0.404	88.0	80.0	8.0	166.7	40.0	50.0	95,923	\$11,612.80	\$14,516.00	\$28,776.98	\$48,384.92
2017	0.491	106.9	80.0	26.9	179.6	134.7	168.4	323,019	\$39,692.40	\$49,615.50	\$98,359.34	\$52,917.75
2018	0.506	110.2	80.0	30.2	181.8	151.0	188.8	362,192	\$45,173.50	\$56,466.88	\$111,941.73	\$54,377.75
2019	0.531	115.7	80.0	35.7	185.5	178.3	222.8	427,480	\$54,116.11	\$67,645.13	\$134,101.86	\$56,320.46
2020	0.558	121.5	80.0	41.5	189.5	207.7	259.6	497,990	\$63,987.94	\$79,984.93	\$158,564.66	\$58,400.74
2021	0.586	127.6	80.0	47.6	193.7	238.2	297.7	571,113	\$74,484.35	\$93,105.44	\$184,575.18	\$60,577.19
2022	0.615	133.9	80.0	53.9	198.0	269.7	337.2	646,847	\$85,626.96	\$107,033.70	\$212,186.99	\$62,852.94
2023	0.646	140.7	80.0	60.7	202.6	303.5	379.4	727,803	\$97,788.85	\$122,236.07	\$242,324.66	\$65,279.03
2024	0.678	147.7	80.0	67.7	207.3	338.3	422.9	811,372	\$110,652.49	\$138,315.62	\$274,201.26	\$67,812.32
2025	0.695	151.4	80.0	71.4	209.9	356.9	446.1	855,767	\$118,457.65	\$148,072.07	\$293,542.76	\$69,667.52
2026	0.713	155.3	80.0	75.3	212.5	376.5	470.6	902,775	\$126,838.98	\$158,548.73	\$314,312.03	\$71,613.14
2027	0.720	156.8	80.0	76.8	213.6	384.1	480.1	921,055	\$131,348.50	\$164,185.62	\$325,486.78	\$73,042.82
2028	0.723	157.5	80.0	77.5	214.0	387.3	484.2	928,890	\$134,452.74	\$168,065.93	\$333,179.22	\$74,293.11
2029	0.723	157.5	80.0	77.5	214.0	387.3	484.2	928,890	\$136,469.53	\$170,586.91	\$338,176.91	\$75,407.50
2030	0.723	157.5	80.0	77.5	214.0	387.3	484.2	928,890	\$138,516.57	\$173,145.72	\$343,249.56	\$76,538.61

FUTURE FLOW ESTIMATES

Future flows were predicted by updating the flow projections previously submitted to the Public Services Commission. It is noted that some specific anticipated property redevelopment projects did not occur as quickly as previously anticipated. To correct for this, the time of connection of the various projects has been extended, resulting in the data below. These Annual Average Daily Flow projections were used to calculate the increasing quantities of biosolids as the WWTP flow increases.



	Year	AADF	Permitted Flow
Recorded Flow	2009	0.308	0.850
Recorded Flow	2010	0.276	0.850
Recorded Flow	2011	0.318	0.850
Recorded Flow	2012	0.354	0.850
Recorded Flow	2013	0.416	0.850
Recorded Flow	2014	0.450	0.850
Recorded Flow	2015	0.469	0.850
Recorded Flow	2016	0.404	0.850
Add .026 for Oceanside & .0303 for SIMV	2017	0.491	0.850
Add .015 for Sunset Marina	2018	0.506	0.850
Add 5% for misc redevelopment, infill	2019	0.531	0.850
Add 5% for misc redevelopment, infill	2020	0.558	0.850
Add 5% for misc redevelopment, infill	2021	0.586	0.850
Add 5% for misc redevelopment, infill	2022	0.615	0.850
Add 5% for misc redevelopment, infill	2023	0.646	0.850
Add 5% for misc redevelopment, infill	2024	0.678	0.850
Add 2.5% for misc redevelopment, infill	2025	0.695	0.850
Add 2.5% for misc redevelopment, infill	2026	0.713	0.850
Add 1% for misc redevelopment, infill	2027	0.720	0.850
Add 0.5% for misc redevelopment, infill	2028	0.723	0.850
Buildout achieved	2029	0.723	0.850
Buildout achieved	2030	0.723	0.850

CENTRIFUGE COST ESTIMATES

A trailer-mounted centrifuge was selected for this estimate since it will be a lower cost option than constructing a permanent mounting and enclosure system.

The capital cost was estimated using the 2010 purchase price of an appropriately sized unit that was purchased by the City of Marathon, using competitive bidding. Sales tax was added to the 2010 purchase price. Then the cost was increased by applying the annual CPI for South Florida for each year as follows.

2010 Cost, pre-tax	\$622,000.00
Sales Tax	\$37,395.00
Total Cost 2010	\$659,395.00
2011 cost (CPI 3.0)	\$679,176.85
2012 Cost (CPI 1.7)	\$690,722.86
2013 Cost (CPI 1.5)	\$701,083.70
2014 Cost (CPI 0.8)	\$706,692.37
2015 Cost (CPI 0.7)	\$711,639.22
2016 Cost (CPI 2.1)	\$726,583.64
2017 Cost (CPI 2.8 as of April)	\$746,927.98

The centrifuge has an expected life of 10 years. The cost projections for the centrifuge option include purchasing a new centrifuge in 2027. The cost of the centrifuge in 2027 was estimated by assuming a 1.5% per year increase. This cost was also amortized over 10 years, with the annual payments being included in the centrifuge costs.

The centrifuge operating cost was estimated using the biosolids quantities for each year as shown in the following table.

Year	Centrifuge Run Time, Hours	Batches Per Year	Labor Time, 10 hours per batch	Electricity	Polymer	Loaded Labor Cost	Annual Centrifuge Operating Cost
2016	16.0	3	30.0	\$349.16	\$600.00	\$1,875.15	\$2,824.31
2017	53.8	9	90.0	\$1,047.47	\$2,020.49	\$5,723.90	\$8,791.85
2018	60.4	11	110.0	\$1,280.24	\$2,265.51	\$6,995.87	\$10,541.63
2019	71.2	12	120.0	\$1,396.63	\$2,673.89	\$7,631.86	\$11,702.37
2020	83.0	14	140.0	\$1,629.40	\$3,114.93	\$8,903.84	\$13,648.17
2021	95.2	16	160.0	\$1,862.17	\$3,572.31	\$10,175.81	\$15,610.30
2022	107.8	18	180.0	\$2,094.94	\$4,046.03	\$11,447.79	\$17,588.76
2023	121.3	20	200.0	\$2,327.72	\$4,552.41	\$12,719.77	\$19,599.89
2024	135.2	23	230.0	\$2,676.87	\$5,075.13	\$14,627.73	\$22,379.73
2025	142.6	24	240.0	\$2,793.26	\$5,352.83	\$15,263.72	\$23,409.80
2026	150.5	25	250.0	\$2,909.64	\$5,646.86	\$15,899.71	\$24,456.21
2027	153.5	26	260.0	\$3,026.03	\$5,761.20	\$16,535.70	\$25,322.93
2028	154.8	26	260.0	\$3,026.03	\$5,810.21	\$16,535.70	\$25,371.93
2029	154.8	26	260.0	\$3,026.03	\$5,810.21	\$16,535.70	\$25,371.93
2030	154.8	26	260.0	\$3,026.03	\$5,810.21	\$16,535.70	\$25,371.93

The total annual cost for the centrifuge options was estimated assuming a 4% interest rate and an annual CPI increase of 1.75%. The table below summarizes the costs.

Year	Loan Payment	Operating Cost	Maintenance Cost	Hauling Cost	Total Annual Cost
2017	\$92,736.00	\$8,791.85	\$20,000.00	\$39,692.40	\$161,220.25
2018	\$92,736.00	\$10,541.63	\$20,300.00	\$45,173.50	\$168,751.13
2019	\$92,736.00	\$11,702.37	\$20,604.50	\$54,116.11	\$179,158.98
2020	\$92,736.00	\$13,648.17	\$20,913.57	\$63,987.94	\$191,285.68
2021	\$92,736.00	\$15,610.30	\$21,227.27	\$74,484.35	\$204,057.92
2022	\$92,736.00	\$17,588.76	\$21,545.68	\$85,626.96	\$217,497.40
2023	\$92,736.00	\$19,599.89	\$21,868.87	\$97,788.85	\$231,993.61
2024	\$92,736.00	\$22,379.73	\$22,196.90	\$110,652.49	\$247,965.13
2025	\$92,736.00	\$23,409.80	\$22,529.85	\$118,457.65	\$257,133.31
2026	\$92,736.00	\$24,456.21	\$22,867.80	\$126,838.98	\$266,898.99
2027	\$107,805.00	\$25,322.93	\$23,210.82	\$131,348.50	\$287,687.24
2028	\$107,805.00	\$25,371.93	\$23,558.98	\$134,452.74	\$291,188.65
2029	\$107,805.00	\$25,371.93	\$23,912.36	\$136,469.53	\$293,558.83
2030	\$107,805.00	\$25,371.93	\$24,271.05	\$138,516.57	\$295,964.56

SCREW PRESS COST ESTIMATES

A skid-mounted screw press was selected for this estimate since it will be a lower cost option than constructing a permanent mounting and enclosure system.

The screw press operating cost was estimated using the biosolids quantities for each year as shown in the following table.

Year	Screw Press Run Time, Hours	Batches Per Year	Labor Time, 8 hours per batch	Electricity	Polymer	Loaded Labor Cost	Annual Screw Press Operating Cost
2016	32.0	5.0	40.0	\$46.55	\$600.00	\$2,500.20	\$3,146.75
2017	53.8	9.0	72.0	\$83.80	\$2,020.49	\$4,579.12	\$6,683.40
2018	60.4	10.0	80.0	\$93.11	\$2,265.51	\$5,087.91	\$7,446.53
2019	71.2	12.0	96.0	\$111.73	\$2,673.89	\$6,105.49	\$8,891.10
2020	83.0	14.0	112.0	\$130.35	\$3,114.93	\$7,123.07	\$10,368.35
2021	95.2	16.0	128.0	\$148.97	\$3,572.31	\$8,140.65	\$11,861.93
2022	107.8	18.0	144.0	\$167.60	\$4,046.03	\$9,158.23	\$13,371.85
2023	121.3	20.0	160.0	\$186.22	\$4,552.41	\$10,175.81	\$14,914.44
2024	135.2	22.0	176.0	\$204.84	\$5,075.13	\$11,193.40	\$16,473.36
2025	142.6	24.0	192.0	\$223.46	\$5,352.83	\$12,210.98	\$17,787.26
2026	150.5	25.0	200.0	\$232.77	\$5,646.86	\$12,719.77	\$18,599.39
2027	153.5	26.0	208.0	\$242.08	\$5,761.20	\$13,228.56	\$19,231.84
2028	154.8	26.0	208.0	\$242.08	\$5,810.21	\$13,228.56	\$19,280.85
2029	154.8	26.0	208.0	\$242.08	\$5,810.21	\$13,228.56	\$19,280.85
2030	154.8	26.0	208.0	\$242.08	\$5,810.21	\$13,228.56	\$19,280.85

The total annual cost for the screw press option was estimated assuming a 4% interest rate and an annual CPI increase of 1.75%. The initial capital cost was based on an budgetary estimate provided by a vendor in 2017. The table below summarizes the costs.

Year	Loan Payment	Operating Cost	Maintenance Cost	Hauling Cost	Total Annual Cost
2017	\$41,535.00	\$6,683.40	\$7,500.00	\$49,615.50	\$105,333.90
2018	\$41,535.00	\$7,446.53	\$7,612.50	\$56,466.88	\$113,060.90
2019	\$41,535.00	\$8,891.10	\$7,726.69	\$67,645.13	\$125,797.93
2020	\$41,535.00	\$10,368.35	\$7,842.59	\$79,984.93	\$139,730.87
2021	\$41,535.00	\$11,861.93	\$7,960.23	\$93,105.44	\$154,462.60
2022	\$41,535.00	\$13,371.85	\$8,079.63	\$107,033.70	\$170,020.18
2023	\$41,535.00	\$14,914.44	\$8,200.82	\$122,236.07	\$186,886.33
2024	\$41,535.00	\$16,473.36	\$8,323.84	\$138,315.62	\$204,647.82
2025	\$41,535.00	\$17,787.26	\$8,448.69	\$148,072.07	\$215,843.02
2026	\$41,535.00	\$18,599.39	\$8,575.42	\$158,548.73	\$227,258.55
2027	\$47,469.00	\$19,231.84	\$8,704.06	\$164,185.62	\$239,590.52
2028	\$47,469.00	\$19,280.85	\$8,834.62	\$168,065.93	\$243,650.39
2029	\$47,469.00	\$19,280.85	\$8,967.14	\$170,586.91	\$246,303.90
2030	\$47,469.00	\$19,280.85	\$9,101.64	\$173,145.72	\$248,997.21

Man Hour Budget Estimate - KWRU WWTP CEI Services for Evoqua Tank Rehab

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design Tech	Senior Inspector	Clerical	Total Hrs
Field Inspections of Work		24.00		80.00		815.00		919.00
Coordination with Owner and Rehab Contractor		24.00		40.00				64.00
Construction Progress Meetings	7.50			7.50				15.00
Project Documentation (review of submittals, payapps, etc..)	2.00	20.00	6.00	50.00			60.00	138.00
Total Hours	9.50	68.00	6.00	177.50		815.00	60.00	1136.00
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00	\$55.00	
Total Cost	\$1,852.50	\$9,860.00	\$870.00	\$20,412.50		\$85,575.00	\$3,300.00	

121,870.00 Subtotal

Reimbursibles

121,870.00 Total

7310820 KB



The Weiler Engineering Corp.
 201 W. Marion Ave, Suite 1306,
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Dec 6, 2016
Invoice Num: 45848
Billing Through: Nov 30, 2016

Force Main Expansion (16013.001-170:005) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/10/2016	Ed Castle	Contract:Force Main Expansion KWRU, Gravity/FM, review plans for Cow Key Marina improvements. send comments to Greg	1.00	\$190.00	\$190.00
11/11/2016	Ed Castle	Contract:Force Main Expansion KWRU, Gravity/FM, review data on wash bay equipment for KES. submit comments to Greg	0.75	\$190.00	\$142.50

Total Service Amount: \$332.50
Amount Due This Invoice: \$332.50

This invoice is due on 12/6/2016

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$332.50	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: \$332.50

PAYABLE UPON RECEIPT

7310820 KB



The Weiler Engineering Corp.
 201 W. Marion Ave, Suite 1306,
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Dec 6, 2016
Invoice Num: 45849
Billing Through: Nov 30, 2016

Studies/Misc. (16013.001-170:010) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
11/10/2016	Ed Castle	Contract:Contract KWRU, MISC, review Evoqua proposal for rehab of existing WWTPs, send comments to Greg, suggest on-site meeting	0.50	\$190.00	\$95.00
11/29/2016	Ed Castle	Contract:Contract KWRU, MISC, draft sole source letter for rehab/upgrades to two existing treatment trains	1.00	\$190.00	\$190.00

Total Service Amount: \$285.00

Amount Due This Invoice: \$285.00

This invoice is due on 12/6/2016

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$427.50	\$0.00	45787	11/3/2016	\$142.50	\$142.50	\$0.00

Total Amount Due Including This Invoice: \$285.00

PAYABLE UPON RECEIPT

KW RESORT UTILITIES CORP.
OPERATING ACCOUNT
 P.O. BOX 2125
 KEY WEST, FL 33045-2125
 PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBANDT.COM 63-9138-2631

5145

12/22/2016

PAY TO THE ORDER OF Weiler Engineering

\$ **617.50 DOLLARS

Six hundred seventeen and 50/100*****

MEMO Weiler Engineering
 201 West Marion Ave
 Suite 1306
 Punta Gorda, FL 33950

081004 / 12-04

Security Features included

MP

00005145

KW RESORT UTILITIES CORP.

5145

12/22/2016		Weiler Engineering				
Date	Type	Reference	Original Amount	Balance Due	Payment	
12/06/2016	Bill	45849	285.00	285.00	285.00	
12/06/2016	Bill	45848	332.50	332.50	332.50	
			Check Amount			617.50

1310000 BB&T Opera

617.50

KW RESORT UTILITIES CORP.

5145

12/22/2016		Weiler Engineering				
Date	Type	Reference	Original Amount	Balance Due	Payment	
12/06/2016	Bill	45849	285.00	285.00	285.00	
12/06/2016	Bill	45848	332.50	332.50	332.50	
			Check Amount			617.50

1310000 BB&T Opera

617.50

7310820 KB

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46286

Billing Through: Jun 30, 2017

WWTP Routine Operations (16013.001-170:008) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/8/2017	Steve Suggs	Contract:WWTP Routine Operations KWRU WWTP Ops- Sent Greg manual for turblex blowers and info about the blower.	0.75	\$115.00	\$86.25
6/23/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, email with Greg re Isco sampler, filtration device with pressure regulator	0.25	\$190.00	\$47.50
6/23/2017	Steve Suggs	Contract:WWTP Routine Operations KWRU WWTP- Correspondence with Greg about ISCO samplers and blower issues. Discussed samplers with Ed.	0.50	\$115.00	\$57.50
6/26/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, call with Greg re variance for weekend, put together FDEP chronology on staffing	1.00	\$190.00	\$190.00
6/28/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, discuss blower surging with Steve, call and discuss with Greg, recommend calibration of linear actuators	0.75	\$190.00	\$142.50
6/28/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, review Isco sampler data, contact KLWTD re sampler pressure issues, advise Greg that regulator not needed	0.50	\$190.00	\$95.00
6/30/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, review permits, mods, variance, send email to Bill Robertson asking for 6hrs per day clarification	0.75	\$190.00	\$142.50
6/30/2017	Steve Suggs	Contract:WWTP Routine Operations KWRU WWTP- Site visit with Chris and Greg to go over rehab project scope and items that need to be replaced.	2.00	\$115.00	\$230.00

Total Service Amount: \$991.25

Amount Due This Invoice: \$991.25

This invoice is due on 7/7/2017

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46286

Billing Through: Jun 30, 2017

WWTP Routine Operations (16013.001-170:008) - Managed by (Ed Castle)

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$2,368.75	\$0.00	46213	6/2/2017	\$190.00	\$190.00	\$0.00

Total Amount Due Including This Invoice: \$991.25

PAYABLE UPON RECEIPT

7310820

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

Invoice

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice Date: Jul 7, 2017
Invoice Num: 46283
Billing Through: Jun 30, 2017

Force Main Expansion (16013.001-170:005) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/26/2017	Ed Castle	Contract:Force Main Expansion KWRU, FM Connections, review Gerald Adams plans, OK pump station submittal	0.50	\$190.00	\$95.00
6/29/2017	Ed Castle	Contract:Force Main Expansion KWRU, FM Connections, review SPCA pump station design and flow calcs, email OK to Chris and Greg	0.50	\$190.00	\$95.00

Total Service Amount: \$190.00

Amount Due This Invoice: \$190.00

This invoice is due on 7/7/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$1,995.00	\$0.00	46210	6/2/2017	\$285.00	\$285.00	\$0.00

Total Amount Due Including This Invoice: \$190.00

PAYABLE UPON RECEIPT

7310820

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46284

Billing Through: Jun 30, 2017

Reclaimed Water Expansion (16013.001-170:006) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/1/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed, review 62-610 rules, permit renewal app, email to FDEP requesting Bernstein Park be added	0.75	\$190.00	\$142.50
6/13/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed, followup email to Bill Robertson @ FDEP, phone call re Bernstein park options, email to Greg & Chris	0.75	\$190.00	\$142.50
6/14/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: downloading files to computer for KWRU flows and inspections from Oculus and adding MADF to excel spreadsheet, filling out major modification form to add reuse user, correspondence w/Ed and Cameron	3.00	\$145.00	\$435.00
6/15/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, work with Bill Robertson on reclaimed service area, adding Bernstein Park as user	0.50	\$190.00	\$95.00
6/16/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, call with FDEP re permit mod, review 62-610, request data from Perez for Bernstein Park	1.50	\$190.00	\$285.00
6/16/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, work with staff on engineering report, required maps, hydrogeology, soils, etc.	0.75	\$190.00	\$142.50
6/16/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU worked on Bernstein Permit reuse permit mod engineering report.	2.00	\$55.00	\$110.00
6/16/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: discussing permit mod needed with Ed and Cameron for KWRU WWTP for a major modification to add users for reuse water, putting files on server, researching files to see what is needed for modification	0.75	\$145.00	\$108.75

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave., Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 ker@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46284

Billing Through: Jun 30, 2017

Reclaimed Water Expansion (16013.001-170:006) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/19/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, work on engineering report, maps etc. for adding Bernstein Park as user	1.50	\$190.00	\$285.00
6/19/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU worked on gathering GIS maps for Bernstein reuse Permit mod.	6.00	\$55.00	\$330.00
6/19/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: correspondence w/Ed regarding getting DMR data that is missing and requesting data from Greg Wright, discussing what is needed for permitting with Steve and Cameron for the maps, inputting highest day flow and MADF in spreadsheet for reuse for Bernstein Park	4.50	\$145.00	\$652.50
6/19/2017	Steve Suggs	Contract:Reclaimed Water Expansion KWRU RCW- Berstain Park: Searched for maps and data to satisfy FDEP requirements. Discussed map requirements with Cameron and Ed.	3.00	\$115.00	\$345.00
6/20/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, review and edit Form 2A, further work on engineering report, discuss with Chris	1.25	\$190.00	\$237.50
6/20/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU worked on editing GIS maps for Bernstein reuse Permit mod.	1.50	\$55.00	\$82.50
6/20/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: making corrections to 2A application form and discussing corrections needed with Ed for Bernstein Park reuse	1.25	\$145.00	\$181.25
6/20/2017	Steve Suggs	Contract:Reclaimed Water Expansion KWRU RCW- Picked up plans from KWRU for Bernstein park.	0.25	\$115.00	\$28.75
6/20/2017	Steve Suggs	Contract:Reclaimed Water Expansion KWRU RCW- Looked over maps for Bernstein park, discussed maps needed with Cameron.	0.50	\$115.00	\$57.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46284

Billing Through: Jun 30, 2017

Reclaimed Water Expansion (16013.001-170:006) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/21/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, work on Engineering Report for adding Bernstein Park as an authorized user of reclaimed	3.75	\$190.00	\$712.50
6/21/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU - Worked on Bernstein Park Permitting (Maps, Research, Engineering Report)	4.50	\$55.00	\$247.50
6/21/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU - Meeting to get Caught up on what needs to get done for Bernstein Park	0.50	\$55.00	\$27.50
6/21/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: discussing substantial modification needed for KW Resort to add Bernstein Park as a reuse water user, classifications of different water bodies in Stock Island, and fee needed from KW Resort, & making corrections to 2 A application	1.25	\$145.00	\$181.25
6/21/2017	Steve Suggs	Contract:Reclaimed Water Expansion KWRU RCW Expansion - Bernstein park Assisted Cameron with revising maps for the FDEP application.	1.00	\$115.00	\$115.00
6/22/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, continue on Bernstein Park, hydro geology and soils types for Eng report	2.00	\$190.00	\$380.00
6/22/2017	Lori Farthing	Contract:Reclaimed Water Expansion KWRU Permitting: revising 2A application per Ed's notations, further updates from Ed after receiving email from KW Resort regarding new changed flow information for Bernstein Park reuse system	0.75	\$145.00	\$108.75
6/23/2017	Cameron Kenyon	Contract:Reclaimed Water Expansion KWRU- Finished up Bernstein Reclaimed mapping and hydro data	3.00	\$55.00	\$165.00
6/23/2017	Steve Suggs	Contract:Reclaimed Water Expansion KWRU RCW Expansion - Discussed Bernstein park items with Ed & Cameron. Searched for process flow diagram from AWT expansion.	0.75	\$115.00	\$86.25

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46284

Billing Through: Jun 30, 2017

Reclaimed Water Expansion (16013.001-170:006) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
6/26/2017	Ed Castle	Contract:Reclaimed Water Expansion KWRU, Reclaimed Expansion, put together final report, S&S, draft cover letter for Chris, submit Bernstein package to FDEP	1.25	\$190.00	\$237.50

Total Service Amount: \$5,922.50

Amount Due This Invoice: \$5,922.50

This invoice is due on 7/7/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$6,682.50	\$0.00	46211	6/2/2017	\$760.00	\$760.00	\$0.00

Total Amount Due Including This Invoice: \$5,922.50

PAYABLE UPON RECEIPT

KW RESORT UTILITIES CORP.
 OPERATING ACCOUNT
 P.O. BOX 2125
 KEY WEST, FL 33045-2125
 PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBT.COM
 63-9138-2631

7473

07/17/2017

PAY TO THE ORDER OF
 The Weiler Engineering Corporation

\$ **7,103.75
 DOLLARS

Seven thousand one hundred three and 75/100*****

MEMO
 The Weiler Engineering Corporation
 201 West Marion Ave
 Suite 1306
 Punta Gorda, FL 33950

MP

⑈00007473⑈

KW RESORT UTILITIES CORP.

07/17/2017		The Weiler Engineering Corporation			7473
Date	Type	Reference	Original Amount	Balance Due	Payment
07/07/2017	Bill	46286	991.25	991.25	991.25
07/07/2017	Bill	46283	190.00	190.00	190.00
07/07/2017	Bill	46284	5,922.50	5,922.50	5,922.50
			Check Amount		7,103.75

1310000 BB&T Opera 7,103.75

KW RESORT UTILITIES CORP.

07/17/2017		The Weiler Engineering Corporation			7473
Date	Type	Reference	Original Amount	Balance Due	Payment
07/07/2017	Bill	46286	991.25	991.25	991.25
07/07/2017	Bill	46283	190.00	190.00	190.00
07/07/2017	Bill	46284	5,922.50	5,922.50	5,922.50
			Check Amount		7,103.75

1310000 BB&T Opera 7,103.75

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Nov 2, 2017

Invoice Num: 46536

Billing Through: Oct 31, 2017

Plant Rehab (17013.001-170:015) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
10/2/2017	Steve Suggs	Contract:Plant Rehab KWRU WWTP Plant Rehab- Correspondence with Chris about Evaqua Scope. Reviewed Evaqua Revised scope.	0.50	\$115.00	\$57.50
10/10/2017	Steve Suggs	Contract:Plant Rehab KWRU WWTP Plant Rehab- Correspondence with Greg and Tommy tyson about revising scope for rehab.	0.50	\$115.00	\$57.50
10/16/2017	Steve Suggs	Contract:Plant Rehab KWRU WWTP Plant Rehab- Correspondence with Greg and Tommy Tyson about Rehab proposal. Sent proposal to Chris.	0.25	\$115.00	\$28.75
10/23/2017	Steve Suggs	Contract:Plant Rehab KWRU WWTP Plant Rehab- Correspondence with Greg and Tommy Tyson about Rehab proposal. Sent proposal to Chris.	0.25	\$115.00	\$28.75

Total Service Amount: \$172.50

Amount Due This Invoice: \$172.50

This invoice is due on 11/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$172.50	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: \$172.50

Man Hour Budget Estimate - KWRU WWTP CEI Services for Evoqua Tank Rehab

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design			Total Hrs
					Tech	Inspector	Clerical	
Field Inspections of Work		24.00		80.00		815.00		919.00
Coordination with Owner and Rehab Contractor		24.00		40.00				64.00
Construction Progress Meetings	7.50			7.50				15.00
Project Documentation (review of submittals, payapps, etc..)	2.00	20.00	6.00	50.00			60.00	138.00
Total Hours	9.50	68.00	6.00	177.50		815.00	60.00	1136.00
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00	\$55.00	
Total Cost	\$1,852.50	\$9,860.00	\$870.00	\$20,412.50		\$85,575.00	\$3,300.00	

121,870.00 Subtotal

Reimbursibles

121,870.00 Total

WEILER ENGINEERING CORPORATION



201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950
TEL 941-505-1700 | FAX 941-505-1702 | WWW.WEILERENGINEERING.ORG

6805 OVERSEAS HIGHWAY | MARATHON | FL 33050
TEL (305) 289-4161 | FAX(305) 289-4162

November 29, 2016

Christopher Johnson, President
KW Resort Utilities Corp.
6630 Front Street
Key West, Florida 33040

RE: Rehabilitation of Existing Evoqua WWTP Trains

The two existing Advanced Wastewater Treatment (AWT) units at KW Resort Utilities Corporation (KWRU) are packaged treatment units that combine the following treatment processes into a single integrated circular tank:

- Influent equalization
- Aerobic treatment, including nitrification
- Anoxic treatment, including denitrification
- Re-aeration
- Effluent clarification with scum removal and sludge rakes
- Return/waste activated sludge pumping system
- Aerobic sludge digestion

Treatment systems of this kind are frequently called “package plants” since the entire treatment process is provided by a single supplier, with all necessary treatment processes included in a single “package”. The design of both the mechanical and the biological processes is provided by the supplier, with all the components integrated into a single treatment system. The two existing treatment units each have a treatment capacity of 0.250 MD AADF and were provided with a process warranty, guaranteeing that the systems would meet AWT standards. The systems were designed and constructed by Evoqua (formerly Siemens).

Weiler Engineering has inspected the two existing AWT treatment trains at the KWRU facility. As with all wastewater treatment systems manufactured with coated steel, these units need periodic treatment and rehabilitation for corrosion, including replacement of corroded components, as well as enhancements to treatment components.

It is my professional opinion that Evoqua should be considered a Sole Source provider of the needed work for the following reasons:

- The treatment units rely on the steel members for structural support. Detailed structural drawings are not available. Fabrication of substitute components could result in inadequate structural strength and potential structural failure.
- Evoqua provided the existing two treatment units designed specifically for the Stock Island service area and the specific raw wastewater characteristics associated with the system.
- Each treatment unit was designed with specific hydraulic detention times, oxygen transfer efficiencies, biological uptake rates and sludge settling characteristics necessary to achieve AWT treatment. Any modifications to the flow characteristics or oxygen transfer rates may negatively impact the systems' abilities to meet the AWT treatment requirements.
- Evoqua provided a process warranty, guaranteeing the ability of the systems to meet AWT treatment standards. Modifications to the treatment systems by others would void the process warranty.
- The treatment units are unique mechanical systems comprised of numerous interconnected components that must function as a whole. Detailed dimensional drawings of the numerous individual components are not available. Fabrication of substitutes would likely result in improper fit without detailed dimensional drawings.

For the above reasons, Evoqua should be considered a Sole Source provider and the only viable option for the rehabilitation of the two existing treatment units.

If you have any questions or need further information, please let me know.

Sincerely,



Edward R. Castle, PE
Weiler Engineering Corporation

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between KW Resort Utilities Corporation ("Owner") and
Wharton Smith, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Replacement of two existing steel combined sand filters/chlorine contact chamber units.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by The Weiler Engineering Corporation.
- 3.02 The Owner has retained The Weiler Engineering Corporation ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of: \$935,000.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 7th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 4.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. General Conditions (pages 1 to 65, inclusive).
 3. Supplementary Conditions (pages 1 to 7, inclusive).
 4. Specifications as listed in the table of contents of the Project Manual.
 5. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: KWRU Filters & CCCs Replacement
 6. Addenda (numbers 1 to 1, inclusive, not attached but incorporated by reference).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. General Conditions (pages 1 to 65, inclusive).
 3. Supplementary Conditions (pages 1 to 7, inclusive).
 4. Specifications as listed in the table of contents of the Project Manual.
 5. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: KWRU Filters & CCCs Replacement
 6. Addenda (numbers 1 to 1, inclusive, not attached but incorporated by reference).
 7. Wharton Smith Value Engineering proposal letter dated October 20, 2017 (not attached but incorporated by reference).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

COST FOR REHABILITATION OF THE CHLORINE CONTACT CHAMBER

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/24/2017 (which is the Effective Date of the Contract).

OWNER: KW Resort Utilities Corporation

CONTRACTOR: Wharton Smith, Inc





By: Christopher A. Johnson

By: Gregory L. Williams

Title: President

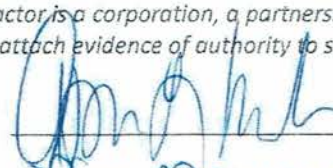
Title: Division Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



Attest:



Title: Wastewater plant Operations

Title: Office Manager

Address for giving notices:

Address for giving notices:

KW Resort Utilities Corp

Wharton Smith, Inc.

6630 Front Street

125 W. Indiantown Road

Key West, Florida 33040

Jupiter, Florida 33458

License No.: CGC1511243

(where applicable)

00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology.....	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents.....	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work.....	10
4.03 Reference Points.....	10
4.04 Progress Schedule.....	10
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas.....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities.....	15

5.06 Hazardous Environmental Conditions at Site 17

Article 6 – Bonds and Insurance19

6.01 Performance, Payment, and Other Bonds 19

6.02 Insurance—General Provisions 19

6.03 Contractor’s Insurance..... 20

6.04 Owner’s Liability Insurance..... 23

6.05 Property Insurance 23

6.06 Waiver of Rights..... 25

6.07 Receipt and Application of Property Insurance Proceeds..... 25

Article 7 – Contractor’s Responsibilities26

7.01 Supervision and Superintendence 26

7.02 Labor; Working Hours 26

7.03 Services, Materials, and Equipment..... 26

7.04 “Or Equals” 27

7.05 Substitutes 28

7.06 Concerning Subcontractors, Suppliers, and Others 29

7.07 Patent Fees and Royalties 31

7.08 Permits 31

7.09 Taxes 32

7.10 Laws and Regulations..... 32

7.11 Record Documents..... 32

7.12 Safety and Protection 32

7.13 Safety Representative 33

7.14 Hazard Communication Programs 33

7.15 Emergencies 34

7.16 Shop Drawings, Samples, and Other Submittals 34

7.17 Contractor’s General Warranty and Guarantee..... 36

7.18 Indemnification 37

7.19 Delegation of Professional Design Services 37

Article 8 – Other Work at the Site38

8.01 Other Work 38

8.02 Coordination 39

8.03 Legal Relationships 39

Article 9 – Owner’s Responsibilities40

 9.01 Communications to Contractor 40

 9.02 Replacement of Engineer..... 40

 9.03 Furnish Data 40

 9.04 Pay When Due 40

 9.05 Lands and Easements; Reports, Tests, and Drawings 40

 9.06 Insurance 40

 9.07 Change Orders 40

 9.08 Inspections, Tests, and Approvals..... 41

 9.09 Limitations on Owner’s Responsibilities 41

 9.10 Undisclosed Hazardous Environmental Condition..... 41

 9.11 Evidence of Financial Arrangements..... 41

 9.12 Safety Programs 41

Article 10 – Engineer’s Status During Construction41

 10.01 Owner’s Representative 41

 10.02 Visits to Site 41

 10.03 Project Representative 42

 10.04 Rejecting Defective Work 42

 10.05 Shop Drawings, Change Orders and Payments 42

 10.06 Determinations for Unit Price Work 42

 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work..... 42

 10.08 Limitations on Engineer’s Authority and Responsibilities..... 42

 10.09 Compliance with Safety Program..... 43

Article 11 – Amending the Contract Documents; Changes in the Work43

 11.01 Amending and Supplementing Contract Documents 43

 11.02 Owner-Authorized Changes in the Work..... 44

 11.03 Unauthorized Changes in the Work..... 44

 11.04 Change of Contract Price 44

 11.05 Change of Contract Times 45

 11.06 Change Proposals..... 45

 11.07 Execution of Change Orders 46

 11.08 Notification to Surety..... 47

Article 12 – Claims47

12.01 Claims..... 47

Article 13 – Cost of the Work; Allowances; Unit Price Work.....48

13.01 Cost of the Work 48

13.02 Allowances 50

13.03 Unit Price Work..... 51

Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work52

14.01 Access to Work 52

14.02 Tests, Inspections, and Approvals..... 52

14.03 Defective Work 53

14.04 Acceptance of Defective Work 53

14.05 Uncovering Work 53

14.06 Owner May Stop the Work 54

14.07 Owner May Correct Defective Work..... 54

Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period55

15.01 Progress Payments..... 55

15.02 Contractor’s Warranty of Title 58

15.03 Substantial Completion..... 58

15.04 Partial Use or Occupancy..... 59

15.05 Final Inspection..... 59

15.06 Final Payment 59

15.07 Waiver of Claims 61

15.08 Correction Period..... 61

Article 16 – Suspension of Work and Termination62

16.01 Owner May Suspend Work..... 62

16.02 Owner May Terminate for Cause..... 62

16.03 Owner May Terminate For Convenience 63

16.04 Contractor May Stop Work or Terminate 63

Article 17 – Final Resolution of Disputes64

17.01 Methods and Procedures..... 64

Article 18 – Miscellaneous.....64

18.01 Giving Notice..... 64

18.02 Computation of Times 64

18.03 Cumulative Remedies 64

COST FOR REHABILITATION OF THE CHLORINE CONTACT CHAMBER

18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings	65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 *Delays in Contractor's Progress*
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE**6.01 Performance, Payment, and Other Bonds**

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 1S.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ N/A
Bodily injury by disease, aggregate	\$ N/A

Employer's Liability:

Bodily injury, each accident	\$ 250,000
Bodily injury by disease, each employee	\$ 250,000
Bodily injury/disease aggregate	\$ 500,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: \$ N/A

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ N/A
Personal and Advertising Injury	\$ 2,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 2,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ 2,000,000
Each accident	\$ 2,000,000

Property Damage:

Each accident	\$ 2,000,000
---------------	--------------

[or]

Combined Single Limit of	\$ 2,000,000
--------------------------	--------------

4. Excess or Umbrella Liability:

Per Occurrence	\$ N/A
General Aggregate	\$ N/A

5. Contractor's Pollution Liability:

Each Occurrence	\$	<u>N/A</u>
General Aggregate	\$	<u>N/A</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: N/A

7. Contractor's Professional Liability:

Each Claim	\$	<u>N/A</u>
Annual Aggregate	\$	<u>N/a</u>

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field

Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the selected arbitration agency, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will

be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

35241000
CCC Project

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Aug 3, 2017

Invoice Num: 46339

Billing Through: Jul 31, 2017

KWGC (16013.001-170:014) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
7/5/2017	Ed Castle	Contract:KWGC KL filters & rehab, mark up scope of work from Chris for rehab of old plans, CCC replacements	0.75	\$190.00	\$142.50
7/6/2017	Ed Castle	Contract:KWGC KWRU, Filters & Rehab, meet with Steve, review scope for old plants rehab and filters/CCC replacement	0.75	\$190.00	\$142.50
7/11/2017	Cameron Kenyon	Contract:KWGC KWRU - Steve showed me what and how he needs me to edit the past CCC's and Filters for KWRU	0.50	\$55.00	\$27.50
7/11/2017	Cameron Kenyon	Contract:KWGC KWRU - Scanning in old blue print and making 4 copies.	0.25	\$55.00	\$13.75
7/11/2017	Steve Suggs	Contract:KWGC KWRU WWTP- Correspondence with Bart & Greg about WWTP rehab. Correspondence with Tommy Tyson about filter/CCC replacement cost and scope. Continued to markup Existing tank scope & looked into stair issue.	1.50	\$115.00	\$172.50
7/12/2017	Cameron Kenyon	Contract:KWGC KWRU Filter & CCC Replacement Design - Putting together bid sets for CCC/Filter replacements	8.00	\$55.00	\$440.00
7/12/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
7/13/2017	Cameron Kenyon	Contract:KWGC KWRU Filter & CCC Replacement Design - Designing Underdrain and CCC Plans. Putting together bid sets for CCC/Filter replacements	4.50	\$55.00	\$247.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 keri@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Aug 3, 2017

Invoice Num: 46339

Billing Through: Jul 31, 2017

KWGC (16013.001-170:014) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/13/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
7/14/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	1.75	\$115.00	\$201.25
7/18/2017	Cameron Kenyon	Contract:KWGC KWRU Filter & CCC Replacement Design- Putting together bid sets for CCC/Filter replacements	4.50	\$55.00	\$247.50
7/18/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.25	\$115.00	\$373.75
7/19/2017	Cameron Kenyon	Contract:KWGC KWRU CCC Design- Worked on finishing drawing of new CCC and Filter Details	6.50	\$55.00	\$357.50
7/19/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.25	\$115.00	\$373.75
7/20/2017	Cameron Kenyon	Contract:KWGC KWRU CCC Design- Started to combine New CCC and Filter design into plan set	5.50	\$55.00	\$302.50
7/20/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	2.75	\$115.00	\$316.25
7/21/2017	Cameron Kenyon	Contract:KWGC KWRU CCC Design - Worked on plan set for New CCC and Filter.	6.00	\$55.00	\$330.00

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33960
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Aug 3, 2017

Invoice Num: 46339

Billing Through: Jul 31, 2017

KWGC (16013.001-170:014) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/21/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.25	\$115.00	\$488.75
7/24/2017	Cameron Kenyon	Contract:KWGC KWRU CCC Design - Worked on updating revisions done by Steve to new CCC and Filter design.	4.50	\$55.00	\$247.50
7/24/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement. Marked-up set with comments for revisions.	3.75	\$115.00	\$431.25
7/25/2017	Cameron Kenyon	Contract:KWGC KWRU CCC Design - Finishing up revisions done by Steve to New CCC and Filter Design	4.00	\$55.00	\$220.00
7/26/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.75	\$115.00	\$431.25
7/27/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
7/28/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.00	\$115.00	\$460.00
7/31/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement. Correspondence with Greg about filter backwash piping.	3.50	\$115.00	\$402.50

Total Service Amount: \$7,405.00

Amount Due This Invoice: \$7,405.00

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Aug 3, 2017

Invoice Num: 46339

Billing Through: Jul 31, 2017

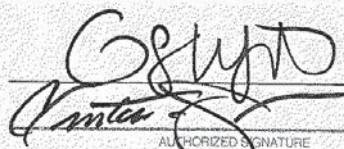
KWGC (16013.001-170:014) - Managed by (Ed Castle)

This invoice is due on 8/3/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$7,525.00	\$0.00	46218	6/2/2017	\$120.00	\$120.00	\$0.00

Total Amount Due Including This Invoice: \$7,405.00

<p>KW RESORTS UTILITIES CORP CAPITAL ACCOUNT PO BOX 2125 KEY WEST, FL 33045 PH. 305-295-3301</p>	<p style="text-align: right;">0403</p> <p style="text-align: right;">08/22/2017</p> <p style="text-align: right;">\$ **8,630.23</p> <p style="text-align: right;">DOLLARS</p>	<p style="text-align: right;">BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631</p>
<p>PAY TO THE ORDER OF</p> <p style="text-align: center;">The Weiler Engineering Corporation</p> <p>Eight thousand six hundred thirty and 23/100*****</p>		<p style="text-align: right;">MEMO</p> <p style="text-align: right;">The Weiler Engineering Corporation 201 West Marion Ave Suite 1306 Punta Gorda, FL 33950</p>
		 AUTHORIZED SIGNATURE
<p>⑈000403⑈</p>		

KW RESORTS UTILITIES CORP

0403

08/22/2017		The Weiler Engineering Corporation				
Date	Type	Reference	Original Amount	Balance Due	Payment	
08/03/2017	Bill	46333	842.73	842.73	842.73	
08/03/2017	Bill	46335	95.00	95.00	95.00	
08/03/2017	Bill	46337	287.50	287.50	287.50	
08/03/2017	Bill	46339	7,405.00	7,405.00	7,405.00	
			Check Amount		8,630.23	

1313000 BB&T Capit: 8,630.23

KW RESORTS UTILITIES CORP

0403

08/22/2017		The Weiler Engineering Corporation				
Date	Type	Reference	Original Amount	Balance Due	Payment	
08/03/2017	Bill	46333	842.73	842.73	842.73	
08/03/2017	Bill	46335	95.00	95.00	95.00	
08/03/2017	Bill	46337	287.50	287.50	287.50	
08/03/2017	Bill	46339	7,405.00	7,405.00	7,405.00	
			Check Amount		8,630.23	

1313000 BB&T Capit: 8,630.23

WEILER ENGINEERING CORPORATION



3544000 CCC Project
The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Sep 5, 2017

Invoice Num: 46396

Billing Through: Aug 31, 2017

Filters Replacement (16013.001-170:014) - Managed by

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/1/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.50	\$115.00	\$517.50
8/2/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.25	\$115.00	\$488.75
8/3/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	1.50	\$115.00	\$172.50
8/4/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	2.00	\$115.00	\$230.00
8/7/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
8/9/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	2.50	\$115.00	\$287.50
8/14/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
8/18/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	6.00	\$115.00	\$690.00
8/21/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.50	\$115.00	\$517.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerj@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Sep 5, 2017

Invoice Num: 46396

Billing Through: Aug 31, 2017

Filters Replacement (16013.001-170:014) - Managed by

Professional Services

Date	Employee	Description	Hours	Rate	Amount
8/22/2017	Ed Castle	Contract: Filters Replacement KWRU, CCCs, meet with Steve, discuss status of design, schedule to finish	0.25	\$190.00	\$47.50
8/22/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	4.00	\$115.00	\$460.00
8/23/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	5.50	\$115.00	\$632.50
8/24/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
8/28/2017	Ed Castle	Contract: Filters Replacement KWRU Filters Replacement, work on bid docs and modifications to plans	2.00	\$190.00	\$380.00
8/28/2017	Cameron Kenyon	Contract: Filters Replacement KWRU - Piecing Together Bid documents with Spec Sections, TOC, Cover Page.	4.25	\$55.00	\$233.75
8/29/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, work on scope narrative, bid documents and plans revisions	3.00	\$190.00	\$570.00
8/29/2017	Cameron Kenyon	Contract: Filters Replacement KWRU - Finished acquiring and reviewing Bid docs for Spec Section, TOC and Cover PAGE	5.00	\$55.00	\$275.00
8/30/2017	Cameron Kenyon	Contract: Filters Replacement KWRU- Meeting with Ed and Louis to work on KWRU Bid Docs and Plan Set	0.50	\$55.00	\$27.50
8/30/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, revisions of bid docs and drawings, correspondence with KWRU	4.25	\$190.00	\$807.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Sep 5, 2017

Invoice Num: 46396

Billing Through: Aug 31, 2017

Filters Replacement (16013.001-170:014) - Managed by

Professional Services

Date	Employee	Description	Hours	Rate	Amount
8/31/2017	Cameron Kenyon	Contract: Filters Replacement	1.50	\$55.00	\$82.50
		KWRU - Finished Spec Section for the KWRU CCC Replacements Project			
8/31/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, work on generals & supplementary condition's, tech specs, meet with Zappone, contact Close	4.50	\$190.00	\$855.00

Total Service Amount: \$8,310.00

Reimbursable Expenses:

Employee	Amount
FEDEX	\$21.42

Total Expenses: \$21.42

Amount Due This Invoice: \$8,331.42

This invoice is due on 9/5/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$15,835.00	\$21.42	46339	8/3/2017	\$7,405.00	\$7,405.00	\$0.00

Total Amount Due Including This Invoice: \$8,331.42

<p>KW RESORTS UTILITIES CORP CAPITAL ACCOUNT PO BOX 2125 KEY WEST, FL 33045 PH. 305-295-3301</p>	<p style="text-align: right;">0411</p> <p style="text-align: center;">BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631</p>	<p style="text-align: right;">09/22/2017</p> <p style="text-align: right;">\$</p> <p style="text-align: right;">**8,473.92 DOLLARS</p>
<p>PAY TO THE ORDER OF</p> <p style="text-align: center;">The Weiler Engineering Corporation</p> <p>Eight thousand four hundred seventy-three and 92/100*****</p>		<p>Details on Back</p> <p>Security Features Included</p>
<p>MEMO</p> <p>The Weiler Engineering Corporation 201 West Marion Ave Suite 1306 Punta Gorda, FL 33950</p>		
<p>MP</p> <p>_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p>		
<p>⑈0001⑈</p>		

KW RESORTS UTILITIES CORP

0411

09/22/2017 The Weiler Engineering Corporation

Date	Type	Reference	Original Amount	Balance Due	Payment
09/05/2017	Bill	46395	142.50	142.50	142.50
09/05/2017	Bill	46396	8,331.42	8,331.42	8,331.42
		Check Amount			8,473.92

1313000 BB&T Capitz

8,473.92

KW RESORTS UTILITIES CORP

0411

09/22/2017 The Weiler Engineering Corporation

Date	Type	Reference	Original Amount	Balance Due	Payment
09/05/2017	Bill	46395	142.50	142.50	142.50
09/05/2017	Bill	46396	8,331.42	8,331.42	8,331.42
		Check Amount			8,473.92

1313000 BB&T Capitz

8,473.92

354400 KB
AWT/Exp

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Oct 2, 2017
Invoice Num: 46449
Billing Through: Sep 30, 2017

AWT & Expansion (16013.001-170:002) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
9/5/2017	Ed Castle	Contract:AWT & Expansion KWRU, AWT, send notification to Wharton Smith re warranty work on CCC valve actuator No. 7	0.25	\$190.00	\$47.50

Total Service Amount: \$47.50

Amount Due This Invoice: \$47.50

This invoice is due on 10/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$98,745.00	\$21.48	46333	8/3/2017	\$842.73	\$842.73	\$0.00

Total Amount Due Including This Invoice: \$47.50

PAYABLE UPON RECEIPT

3521000
CCC Project

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Oct 2, 2017

Invoice Num: 46451

Billing Through: Sep 30, 2017

Filters Replacement (16013.001-170:014) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
9/1/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, finish specs and general conditions, send out to contractors, remove temp CCC requirement	2.25	\$190.00	\$427.50
9/5/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter & CCC Replacement- Worked on plans for KWRU filter/ CCC replacement & Evoqua Scope.	3.00	\$115.00	\$345.00
9/6/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on replacement filter plan set. Finished Evoqua rehab scope and sent it to Chris.	4.75	\$115.00	\$546.25
9/6/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, send design files, scope and coordinate with Evoqua for bids	1.00	\$190.00	\$190.00
9/9/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, contact all prospective bidders, remind of due date for bids in spite of hurricane Irma	0.75	\$190.00	\$142.50
9/12/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Correspondence with WS about project and bid requirements.	0.75	\$115.00	\$86.25
9/12/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, respond to inquiries re contract times, bid due date to all bidders	0.75	\$190.00	\$142.50
9/13/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on replacement filter plan set.	3.75	\$115.00	\$431.25
9/13/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, coordinate with KWRU, send out bid due date extension to all bidders and vendor	0.50	\$190.00	\$95.00
9/18/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP Rehab- Reviewed Evoqua Scope and made comments and sent it to Chris for review.	1.00	\$115.00	\$115.00

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306
 Punta Gorda, FL 33950
 Tel: 941-505-1700 Fax: 941-505-1702
 kerl@weilerengineering.org
 www.weilerengineering.org

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040

Invoice

Invoice Date: Oct 2, 2017

Invoice Num: 46451

Billing Through: Sep 30, 2017

Filters Replacement (16013.001-170:014) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
9/19/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Correspondence with Bart Smith about project bids. Correspondence with WS and Reynold's about bid packages and due date.	1.00	\$115.00	\$115.00
9/26/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on conformed construction set. Correspondence with Bart Smith about project bids. Correspondence with WS and Reynold's about bid packages and due date.	2.00	\$115.00	\$230.00
9/28/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, finish & send CEI estimates, call with WSI, discuss bid results with staff	1.25	\$190.00	\$237.50
9/29/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, emails with KWRU re bids, alternatives	0.50	\$190.00	\$95.00

Total Service Amount: \$3,198.75

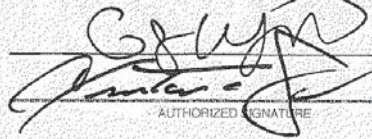
Amount Due This Invoice: \$3,198.75

This invoice is due on 10/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$19,033.75	\$21.42	46396	9/5/2017	\$8,331.42	\$8,331.42	\$0.00

Total Amount Due Including This Invoice: \$3,198.75

KW RESORTS UTILITIES CORP CAPITAL ACCOUNT PO BOX 2125 KEY WEST, FL 33045 PH. 305-295-3301	BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631	0418 10/10/2017 \$ **3,246.25 DOLLARS
PAY TO THE ORDER OF The Weiler Engineering Corporation		AUTHORIZED SIGNATURE 
MEMO The Weiler Engineering Corporation 201 West Marion Ave Suite 1306 Punta Gorda, FL 33950		
Three thousand two hundred forty-six and 25/100*****		
⑈000418⑈		

KW RESORTS UTILITIES CORP

0418

10/10/2017		The Weiler Engineering Corporation				
Date	Type	Reference	Original Amount	Balance Due	Payment	
10/02/2017	Bill	46451	3,198.75	3,198.75	3,198.75	
10/02/2017	Bill	46449	47.50	47.50	47.50	
			Check Amount		3,246.25	

1313000 BB&T Capita 3,246.25

KW RESORTS UTILITIES CORP

0418

10/10/2017		The Weiler Engineering Corporation				
Date	Type	Reference	Original Amount	Balance Due	Payment	
10/02/2017	Bill	46451	3,198.75	3,198.75	3,198.75	
10/02/2017	Bill	46449	47.50	47.50	47.50	
			Check Amount		3,246.25	

1313000 BB&T Capita 3,246.25

35-14000
CCC Project

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306

Punta Gorda, FL 33950

Tel: 941-505-1700 Fax: 941-505-1702

keri@weilerengineering.org

www.weilerengineering.org

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040

Invoice

Invoice Date: Nov 2, 2017

Invoice Num: 46535

Billing Through: Oct 31, 2017

Filters Replacement (17013.001-170:014) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
10/10/2017	Steve Suggs	Contract:CCC KWRU WWTP Filter Replacement- Discussed filter replacement with Greg and got pricing for Evoqua scope of work.	0.50	\$115.00	\$57.50
10/22/2017	Ed Castle	Contract:CCC KWRU, CCCs, respond to Chris re Notice of Award and contract requirements	0.25	\$190.00	\$47.50
10/23/2017	Steve Suggs	Contract:CCC KWRU WWTP CCC Replacement- Discussed CCC replacement with Ed and sent him WS bid form.	0.25	\$115.00	\$28.75
10/25/2017	Ed Castle	Contract:CCC KWRU, CCCs, call with Bart re Status, review emails re contract docs, send Word version, request WS to make changes	0.25	\$190.00	\$47.50

Total Service Amount: \$181.25

Amount Due This Invoice: \$181.25

This Invoice is due on 11/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$181.25	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: \$181.25

Man Hour Budget Estimate - KWRU WWTP CEI Services for CCC & Filters Replacement

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design Tech	Senior Inspector	Clerical	Total Hrs
Field Inspections of Work		24.00		130.00		270.00		424.00
Coordination with Owner and Contractor	10.00	40.00		50.00				100.00
Construction Progress Meetings	7.50			7.50				15.00
Project Documentation (review of submittals, payapps, etc..)	30.00	20.00	16.00	70.00			120.00	256.00
Total Hours	47.50	84.00	16.00	257.50		270.00	120.00	795.00
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00	\$55.00	
Total Cost	\$9,262.50	\$12,180.00	\$2,320.00	\$29,612.50		\$28,350.00	\$6,600.00	

\$88,325.00 Subtotal
 Reimbursibles
\$88,325.00 Total

LIFT STATION L2A REPLACEMENT AGREEMENT

THIS LIFT STATION L2A REPLACEMENT AGREEMENT (this "Agreement"), is made and entered into this 23rd day of October, 2017, by and between B &L Beneway, Inc., a Florida corporation ("Beneway"), having an address at 936 Crane Boulevard, Sugarloaf, Florida 33042 and KW RESORT UTILITIES CORP., a Florida corporation ("KWRU"), having an address at 6630 Front Street, Key West, Florida 33040.

RECITALS

A. KWRU operates a wastewater facility, which includes that certain Lift Station #L2A located at the corner of 9th Avenue and 5th Street in Stock Island, Florida (the "Lift Station");

B. Hurricane Irma damaged the Lift Station beyond repair and requires immediate replacement;

C. Beneway has the expertise in the repairing and replacing facilities similar to the Lift Station in the Florida Keys; and

D. KWRU desires and Beneway has agreed to perform the work further set forth on Exhibit A pursuant to the terms of this Agreement ("Replacement Work").

AGREEMENT

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Work. For all matters related to this Agreement, the parties agree to cooperate and work together to value engineer the construction and installation of the Replacement Work in the most cost effective and efficient manner commercially possible. Beneway shall cause the Replacement Work to be done in accordance with the set of plans titled Station#L2A Lift Station Replacement Project signed and sealed May 21, 2014 by Serge Mashtakov, P.E. Weiler Engineering (the "Plans"). The Plans shall be submitted to the appropriate governmental entities and agencies for approval and shall comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Lift Station ("Legal Requirements") and Beneway shall obtain all permits required and shall complete the Replacement Work in accordance with the Plans.

COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)

3. Cap on Cost. The parties agree and acknowledge that all costs (hard and soft) for the Replacement Work and the most that KWRU will be responsible for is \$140,000

4. Installation and Construction.

(a) The Replacement Work construction and installation shall be completed in a manner so as to minimize any interference with the businesses or operation of surrounding property.

(b) On or before the date Beneway commences construction of the Replacement Work, Beneway shall provide to Sunset certificates of in effect (and shall maintain at all times during the course of the work hereunder) for workers' compensation insurance to cover full liability under workers' compensation laws of the State of Florida with employers' liability coverage; commercial general liability and builder's risk insurance for the hazards of operations, independent contractors, products and completed operations (for one (1) year after the date of acceptance of the work by KWRU); and contractual liability specifically covering the indemnification provision in the construction contract, such commercial general liability to include such coverage as KWRU reasonably determines, but at a minimum, broad form property damage and afford coverage for explosion, terrorism, collapse and underground hazards, and "personal injury" liability insurance and an endorsement providing that the insurance afforded under the such policy is primary insurance with respect to KWRU and that any other insurance maintained by KWRU is excess and non-contributing with the insurance required hereunder, provided that such insurance may be written through primary or umbrella insurance policies with a minimum policy limit of \$2,000,000.00. KWRU is to be included as an additional insured for insurance coverages. Beneway shall inform its contractor, subcontractors, and material suppliers that the Lift Station shall not be subject to any lien to secure payment for work done or materials supplied to the Replacement Work.

(c) All inspections and approvals necessary and appropriate to complete the Replacement Work in accordance with the Plans are the responsibility of Beneway and its general contractor.

5. Completion of the Replacement Work. The parties agree that the Replacement Work shall be complete by March 31, 2018 ("Completion Date").

6. Damage Caused by Installation of Replacement Work; Indemnity. Any damage to any part of the Lift Station which occurs due to the construction and/or installation of the Replacement Work, shall be promptly repaired by Beneway, at its expense, and all such work shall be done to KWRU's reasonable satisfaction. Beneway agrees to indemnify and hold harmless KWRU, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, are occasioned by, or are in any way attributable to the planning and construction of the Replacement Work.

7. Default and Remedies.

(a) Each of the following events shall be an "Event(s) of Default" by Beneway under this Agreement:

COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)

Completion Date: (i) Failure to complete the Replacement Work on or prior to the

(ii) Failure to comply with any obligations under this Agreement, if such failure continues for ten (10) days subsequent to written notice thereof; and/or

(iii) In the event that (i) Beneway shall make an assignment for the benefit of creditors, or apply for the appointment of a trustee, liquidator or a receiver of any substantial part of its assets, or shall commence any proceeding relating to itself under any bankruptcy, reorganization, arrangement or similar law; or (ii) if any such application is filed or proceeding is commenced against Beneway and Beneway indicates its consent thereto, or an order is entered appointing any such trustee, liquidator or receiver or approving a petition in any such proceedings and such order remains in effect for more than 60 days; or (iii) if Beneway shall admit, in writing, its inability to pay its debts as they become due.

(b) Upon an Event of Default, KWRU may pursue any and all remedies available to it in law and/or equity.

8. Termination. Either party may terminate this Agreement upon 15 days written notice to the other party, provided that such notice is received prior to the date that any of the Replacement Work commences or any parts for the Replacement Work have been ordered. .

9. Notice. Whenever notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, by nationally recognized overnight courier service or by hand delivery to the address of the parties set forth in the preamble of this Agreement, provided the parties may change the address provided for above by notifying the other party of the new address in writing. Any notice given shall be effective upon receipt or refusal of delivery.

10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. By execution of this instrument, the parties acknowledge that in the event of any dispute arising under this Agreement the sole venue for such dispute shall be Monroe County, Florida

11. Further Assurances. KWRU and Beneway agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

12. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provision in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.

13. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. Beneway shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.

COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)

14. Amendments. No amendment or modification of this Agreement shall be effective executed by both parties.

15. Waiver of Jury Trial. Each of the parties waive trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.

[Signature to Follow]

COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

Signed in the presence of:

KWRU:

KW RESORT UTILITIES CORP., a Florida corporation

Witness: _____
Print Name:

By:  10/23/2017
Name: Christopher A. Johnson
Title: President

Witness: 
Print Name: Robert A. Derryberry

BENEWAY:

B & L BENEWAY, INC., a Florida corporation

Witness: _____
Print Name:

By: 
Name: W.K. ZAPPONE
Title: U.P.

Witness: 
Print Name: Robert A. Derryberry

**COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA
AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)**

EXHIBIT A

REPLACEMENT WORK

COST FOR REPLACEMENT OF LIFT STATION L2A WHICH WAS SET FOR REPLACEMENT PRIOR TO HURRICANE IRMA AND WAS SUBSTANTIALLY DAMAGE DURING HURRICANE IRMA (BROKEN AND KNOCKED DOWN)



KW Resort Utilities Corp

6630 Front Street
Key West, FL 33040
305.295.3301
FAX 305.295.0143
www.kwru.com

Station#L2A Lift Station Replacement Project
Location 9th Avenue and 5th Street Stock Island

Project Summary

Provide pump around or other means to pump the gravity flow that is tributary to the lift station. Remove existing lift station wet well including electrical elements, furnish and install new lift station wet well, install electrical elements. Install 304 stainless steel rail system for 2 pumps, install QTY (2) stationary 90 degree elbows that match the discharge plate/flange of the pumps. Install valve vault, QTY (2) check valves, QTY (2) isolation valves, and an interconnect gravity drain line between the valve vault and the wet well with check valve. Tie discharge line into existing force main and install division valve to provide the lift station with a shut off. Provide and install a T-lock or A-lock lining system, contractor to make submittal to Engineer for approval of specific lining system. After installing rails and discharge piping internal to the wet well, reinstall existing pumps and controls into the wet well and wire pumps and controls into the existing panel.

Electrical Summary

Remove panel and rack to be reinstalled. Remove conduit and junction boxes. Install new SCH80 2" conduits from the control panel to the wet well location. Install new NEMA3R enclosed breaker at existing customer pole. Install (3) new 2" EYS seal offs at control panel. Install (3) new 12 x 12 x 4 PVC junction boxes at new wet well location. Install (3) new SCH80 2" PVC conduits from new junction boxes to wet well. Install pump cables from wet well to junction boxes. Install control (float) cables from wet well to new junction box. Install existing control panel and existing equipment rack at new location. Install all wire and terminate, assist in pump station start up.

Plans and Specifications

Lift Station Detail is given in the set of plans (4 pages) that are attached to this agreement and labeled as Exhibit A of Station#L2A Lift Station Replacement Project signed and sealed May 21, 2014 by Serge Mashtakov, P.E. Weiler Engineering.

Total Lift Station Replacement..... \$ _____

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE
WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

From: Roberto A. Garcia [mailto:Roberto_Garcia@pantropic.com]
Sent: Tuesday, October 03, 2017 12:12 PM
To: chris@kwru.com
Cc: Steven Mangos <Steven_Mangos@pantropic.com>; Sergio Chacon <Sergio_Chacon@pantropic.com>; Italo Yannuzzi <Italo_Yannuzzi@pantropic.com>; Pablo M. Altamirano <Pablo_Altamirano@pantropic.com>; Rolando Coll <Rolando_Coll@pantropic.com>
Subject: See specs for mobile gen and stationary C27 as per our phone call.

Chris,

Attached are the specs for both generators.

You are really going to like the specs on the C27 units as it will fit your application and space requirement.

We will work on finding you a C27, used or new and provide you a quote for each.

Let me know regarding the rental unit. As I explained inventory is coming in and going back out.

If interested in the rental, PLEASE sign and return the quote, fill out the CCA so we can start the ball moving.

Any questions, give me a call.

Thank you.

Robert (Bob) Garcia



Events & Projects Manager
(305) 592-4944 ext. 3022
(305) 675-3163 fax
(305) 970-5902 mobile
Roberto_Garcia@pantropic.com

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

		<ul style="list-style-type: none"> • Starting System <ul style="list-style-type: none"> - Two (2) heavy duty nickel cadmium engine starting batteries - Battery cables - Battery disconnect switch - Battery Charger; 24VDC, 10 Amp output. 120 VAC, 1 Phase Input, Nema 1 enclosure, wall mountable - 45amp battery charging alternator - Jacket Water Heater • Engine Cooling system <ul style="list-style-type: none"> - Radiator duct flange - Coolant drain line with manual valve terminated at edge of base - Fan and belt guards - Coolant level sight gauge - Caterpillar Extended life coolant • Fuel system <ul style="list-style-type: none"> - Primary fuel filter with integral water separator - Secondary fuel filters - Fuel priming pump - Engine fuel transfer pump - Flexible fuel lines - Engine fuel transfer pump - Fuel cooler • Exhaust System <ul style="list-style-type: none"> - Dry exhaust manifold - Flanged faced outlets - One (1) Critical Grade Silencer, Carbon Steel - One (1) Engine Exhaust Flex Connector • Lube <ul style="list-style-type: none"> - Lubricating oil and filter - Oil drain line with valve - Fumes disposal - Gear type lube oil pump • Mounting <ul style="list-style-type: none"> - Linear vibration isolators between base and engine-generator - Formed Steel Base 	
--	--	--	--

Miami
 8205 NW 58 Street
 Miami, FL 33166
 305.582.4844 tel
 305.477.1943 fax

Fort Lauderdale
 2501 State Road 84
 Ft. Lauderdale, FL 33312
 954.797.7972 tel
 954.791.7719 fax

West Palm Beach
 5460 Okeechobee Boulevard
 West Palm Beach, FL 33417
 561.640.0810 tel
 561.640.7894 fax

Stuart
 272 N. Flagler Avenue
 Stuart, FL 34994
 772.692.3442 tel
 772.692.9157 fax

Fort Myers
 2471 Rockfill Road
 Fort Myers, FL 33916
 239.337.4222 tel
 239.337.4211 fax

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

1	L	<ul style="list-style-type: none"> • <u>Generator Set Subbase Tank</u> • One (1) 4400 gallon, UL listed 142, FDEP approved, subbase diesel fuel tank • Approximate Dimensions: 264”L x 102”W x 48”H • Capacity based on 72 hours @ 53.6gph (100% Load) 3,860 Usable Gallons. • Interstitial Space with FDEP Approved Leak Detection Switch (Madison M-7000 EQ#682). • Mechanical Fuel Level Gauge (Visible at Fill Point). • Supply and Return Connections. • 2” Fill with Lockable Cap with FDEP Spill Containment. • Normal and Emergency Vent Fittings Installed Per UL-142. • Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 40% Remaining Capacity Wired to Control Panel Terminal Strip. • High Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 90% Tank Capacity Wired to Control Panel Terminal Strip. • Cable Stub Up Opening Under Circuit Breaker. 	Included
1	L	<ul style="list-style-type: none"> • <u>Generator Set Enclosure</u> • Approximate Dimensions: 21’ L x 8’-6” W x 9’ H (plus Base) • Enclosure Exterior to be of .090”,5052-H32 Aluminum, Formed, Panel Construction, Painted Finish (Standard Color White). • Air Intake: Sound Attenuated Intake Scoops with Punched Bird Screen. • Air Discharge: Sound Attenuated Discharge Hood with Gravity Dampers and Bird Screen. • 3” Sound Attenuating Fire Blanket in Walls, Doors, Hoods and Ceilings. Insulation Retained with .032” Perforated Aluminum Liner. Enclosure is Designed to Reduce Source SPL by 25 dB (A) @ 1M in a Free-Field Environment. • Four (4) Single, Access Doors with Padlocking Provisions and Corrosion Resistant Hardware. • Enclosure External Fasteners to be Stainless Steel. • Silencer Supports for Interior Mounted, Internally Insulated, Critical Grade Silencer. • Exhaust Discharge Elbow and Rain Cap. • Exhaust Flex Connectors, Exhaust Gaskets and Bolt Kits. • Rain Collar and Rain Shield at Exhaust Penetration in Roof. • Enclosure Suitable for 170 MPH Wind Loading (PE Certificates are Available at an Additional Charge) 	Included

Miami
 8205 NW 58 Street
 Miami, FL 33166
 305.582.4844 tel
 305.477.1943 fax

Fort Lauderdale
 2501 State Road 84
 Ft. Lauderdale, FL 33312
 954.797.7972 tel
 954.791.7719 fax

West Palm Beach
 5460 Okeechobee Boulevard
 West Palm Beach, FL 33417
 561.640.0810 tel
 561.640.7894 fax

Stuart
 272 N. Flagler Avenue
 Stuart, FL 34994
 772.692.3442 tel
 772.692.9157 fax

Fort Myers
 2471 Rockfill Road
 Fort Myers, FL 33916
 238.337.4222 tel
 238.337.4211 fax

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

		<ul style="list-style-type: none"> Enclosure to Bear the Insignia of the Florida Department of Business and Professional Regulation to Document Compliance with the 2014 Florida Building Code. 	
1	L	<ul style="list-style-type: none"> <u>Automatic Transfer Switch</u> <p>One (1) 1200 amp, 3 pole, 3 phase, 277/480VAC, NEMA 1 Enclosure, Non Service Entrance Rated, Non Bypass Isolation, Open Transition Automatic Transfer Switch</p>	Included
1	L	<ul style="list-style-type: none"> <u>Additional items</u> – One (1) Nema 3R remote break-glass station (shipped loose) – One (1) remote 16 light annunciator panel (shipped loose) – Spring type vibration isolators (to be placed between generator and tank) – Two (2) O&M Manuals – Factory load bank testing of the unit at 0.8pf report – Two (2) Year Caterpillar Factory Warranty 	Included
1	L	<ul style="list-style-type: none"> <u>Start –up and Training</u> – Start-Up of generator set by a factory trained technician (two (2) days of labor included during normal business hours of 8:00am to 5:00pm) – Resistive load – bank test on-site after start-up of unit is completed four (4) hour test at 100% load using utilizing a resistive load bank. (during normal business hours of 8:00am to 5:00pm) – One (1) day of instructional training on the generator set and transfer switch (during normal business hours of 8:00am to 5:00pm) 	Included

F.O.B. Miami (freight prepaid to jobsite).....\$214,638.00 (sales tax not included).

Adder:

1. OSHA Compliant Stairs and Walkways:

- (2) Set of OSHA Compliant Stairs with Railings and 48” Wide Walkway with Railings
- Railings to be Constructed of 1 ½” Schedule 40 Aluminum Tube
- Steps and Walkways Constructed of Extruded Aluminum
- Stainless Steel Leveling Pads
- Stairs Set to be Shipped Loose and Assembled on Site by Others.....**\$7,375.00 (sales tax not included)**

Miami
 8205 NW 58 Street
 Miami, FL 33166
 305.582.4844 tel
 305.477.1943 fax

Fort Lauderdale
 2501 State Road 84
 Ft. Lauderdale, FL 33312
 954.797.7972 tel
 954.791.7719 fax

West Palm Beach
 5460 Okeechobee Boulevard
 West Palm Beach, FL 33417
 561.640.0810 tel
 561.640.7894 fax

Stuart
 272 N. Flagler Avenue
 Stuart, FL 34994
 772.692.3442 tel
 772.692.9157 fax

Fort Myers
 2471 Rockfill Road
 Fort Myers, FL 33916
 239.337.4222 tel
 239.337.4211 fax

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA



Pantropic Power, Inc. ONE SOURCE - ONE CALL - ONE SOLUTION™

www.pantropic.com

2. Ship under Vacuum (Option):

- Tank sealed and shipped under vacuum per Florida Administrative Code Chapter 62-762 and NFPA30. Tank Vacuum to be Verified and Documented per NFPA-30 Immediately upon receipt and placement at the job site.....\$600.00 (sales tax not included)

Exceptions / Notes:

- Specification and one line electrical riser diagram were not available at the time of this quotation. Quotation providing the listed items only.

Important: Quote does not include the following (unless otherwise specifically noted above in the General Scope of Supply):

- Fuel, Fuel Piping, Fuel Venting; Fuel Equipment Installation; Exhaust Equipment Installation; Exhaust Pipe & Insulation; Electrical Equip. Installation; Cables, Wires and Conduits; All Equipment Installation; Engineering & Design; Engineering Drawings; Installation Permitting & Fees; Foundation Concrete Pad; Equipment Unloading; Equipment Storing; Equipment Rental; Equipment Anchoring

TERMS: 90% payment due 30 days from date of invoice; Balance payment due prior to start up or 180 days after invoice, whichever occurs. Sales tax has not been included in this quotation. CONDITIONS: Terms of this sale are subject to credit approval @ Pantropic Power. Cancellations will not be accepted except on terms that will indemnify Pantropic Power against any loss. Cancellation charges will apply to orders cancelled after Pantropic's receipt of written release for production from Customer. Prices are valid for 30 days from quote date. The conditions of this quotation become a part of any order resulting hereforth and any purchase order submitted in response to this quotation, modifying, altering, or adding to these conditions shall not be binding unless accepted by us in writing. There are no agreements, understandings, or stipulations relative to this quotation other than those expressed herein. Quotation is subject to Standard Pantropic Power Products, Inc. Standard Terms & Condition on reverse side.

Thank you for allowing us the opportunity to propose the above-described equipment.

PANTROPIC POWER PRODUCTS, INC.

Rolando Coll (305) 592-4944 (305) 477-1943 Fax

Miami 8205 NW 58 Street Miami, FL 33166 305.592.4944 tel 305.477.1943 fax

Fort Lauderdale 2501 State Road 84 Ft. Lauderdale, FL 33312 954.797.7972 tel 954.791.7719 fax

West Palm Beach 5460 Okeechobee Boulevard West Palm Beach, FL 33417 561.640.0818 tel 561.640.7894 fax

Stuart 272 N. Hagler Avenue Stuart, FL 34994 772.692.3442 tel 772.692.9757 fax

Fort Myers 2471 Rockhill Road Fort Myers, FL 33916 239.337.4222 tel 239.337.4211 fax

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA

Cat® C27

Diesel Generator Sets



Image shown may not reflect actual configuration

Bore – mm (in)	137.2 (5.4)
Stroke – mm (in)	152.4 (6.0)
Displacement – L (in ³)	27.03 (1649.47)
Compression Ratio	16.5:1
Aspiration	TA
Fuel System	MEUI
Governor Type	ADEM™ A4

Standby 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Standby 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Emissions Performance
750 (937)	680 (850)	800 (1000)	725 (906)	U.S. EPA Emergency Stationary Use Only (Tier 2)

Standard Features

Cat® Diesel Engine

- Meets U.S. EPA Emergency Stationary Use Only (Tier 2) emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets other NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

**THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE
WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA**

C27 Diesel Generator Sets Electric Power



Optional Equipment

Engine

Air Cleaner

- Single element
- Dual element
- Heavy duty

Muffler

- Residential grade (25 dB)

Starting

- Standard batteries
- Oversized batteries
- Standard electric starter(s)
- Jacket water

Alternator

Output voltage

- 208V
- 240V
- 480V
- 600V

Temperature Rise (over 40°C ambient)

- 150°C
- 125°C
- 105°C
- 80°C

Winding type

- Random wound

Excitation

- Internal excitation (IE)

Attachments

- Anti-condensation heater
- Stator and bearing temperature monitoring and protection

Power Termination

Type

- Bus bar
- Circuit breaker
 - 400A 800A
 - 1200A 1600A
 - 2000A 2500A
 - 3000A
- UL IEC
- 3-pole 4-pole
- Manually operated
- Electrically operated

Trip Unit

- LSI LSI-G
- LSI-G-P

Factory Enclosure

- Sound attenuated

Attachments

- Cold weather bundle
- DC lighting package
- Motorized louvers

Fuel Tank

- 1000 gal (3785 L)
- 2000 gal (7571 L)
- 3600 gal (13627 L)

Control System

Controller

- EMCP 4.2B
- EMCP 4.3
- EMCP 4.4

Attachments

- Local annunciator module
- Remote annunciator module
- Expansion I/O module
- Remote monitoring software

Charging

- Battery charger – 10A
- Battery charger – 20A
- Battery charger – 30A

Vibration Isolators

- Rubber
- Spring
- Seismic rated

Cat Connect

Connectivity

- Ethernet
- Cellular
- Satellite

Extended Service Options

Terms

- 2 year (prime)
- 3 year
- 5 year
- 10 year

Coverage

- Silver
- Gold
- Platinum
- Platinum Plus

Ancillary Equipment

- Automatic transfer switch (ATS)
- Uninterruptible power supply (UPS)
- Paralleling switchgear
- Paralleling controls

Certifications

- UL2200
- IBC seismic certification
- OSHPD pre-approval
- EU Certification of Conformance (CE)
- EEC Declaration of Conformity

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA

**C27 Diesel Generator Sets
Electric Power**



Package Performance

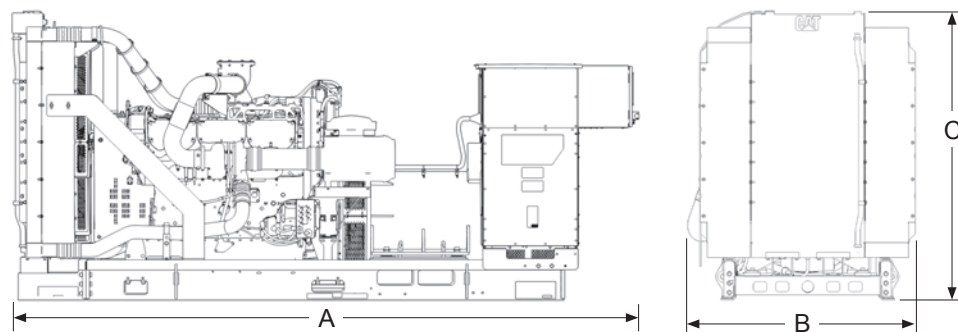
Performance	Standby	Prime	Standby	Prime
Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Gen set power rating with fan	750 ekW	680 ekW	800 ekW	725 ekW
Gen set power rating with fan @ 0.8 power factor	937 kVA	850 kVA	1000 kVA	906 kVA
Emissions	EPA ESE (Tier 2)	EPA ESE (Tier 2)	EPA ESE (Tier 2)	EPA ESE (Tier 2)
Performance number	DM9071-03	DM9073-02	DM7696-02	DM9069-02
Fuel Consumption				
100% load with fan – L/hr (gal/hr)	202.9 (53.6)	187.4 (49.5)	216.9 (57.3)	199.6 (52.7)
75% load with fan – L/hr (gal/hr)	162.4 (42.9)	149.6 (39.5)	171.7 (45.4)	157.8 (41.7)
50% load with fan – L/hr (gal/hr)	116.2 (30.7)	107.0 (28.3)	122.3 (32.3)	112.5 (29.7)
25% load with fan – L/hr (gal/hr)	70.6 (18.7)	66.0 (17.4)	73.9 (19.5)	69.0 (18.2)
Cooling System				
Radiator air flow restriction (system) – kPa (in. water)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)
Radiator air flow – m ³ /min (cfm)	1200 (42377)	1200 (42377)	1200 (42377)	1200 (42377)
Engine coolant capacity – L (gal)	55.0 (14.5)	55.0 (14.5)	55.0 (14.5)	55.0 (14.5)
Radiator coolant capacity – L (gal)	41.0 (10.0)	41.0 (10.0)	41.0 (10.0)	41.0 (10.0)
Total coolant capacity – L (gal)	96 (24.5)	96 (24.5)	96 (24.5)	96 (24.5)
Inlet Air				
Combustion air inlet flow rate – m ³ /min (cfm)	58.7 (2073.6)	56.0 (1977.7)	62.8 (2216.4)	60.3 (2129.4)
Exhaust System				
Exhaust stack gas temperature – °C (°F)	509.3 (948.7)	502.5 (936.5)	511.4 (952.5)	500.6 (933.0)
Exhaust gas flow rate – m ³ /min (cfm)	158.9 (5610.2)	149.7 (5285.5)	170.3 (6011.7)	160.7 (5674.4)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)
Heat Rejection				
Heat rejection to jacket water – kW (Btu/min)	324 (18441)	307 (17433)	330 (18785)	320 (18191)
Heat rejection to exhaust (total) – kW (Btu/min)	738 (41994)	693 (39387)	796 (45257)	741 (42135)
Heat rejection to aftercooler – kW (Btu/min)	139 (7898)	123 (6970)	162 (9235)	146 (8320)
Heat rejection to atmosphere from engine – kW (Btu/min)	110 (6249)	92 (5238)	110 (6240)	89 (5074)
Heat rejection from alternator – kW (Btu/min)	53 (3014)	47 (2644)	40 (2292)	37 (2081)
Emissions (Nominal)				
NOx mg/Nm ³ (g/hp-h)	2637.1 (5.25)	2330.9 (4.68)	2580.0 (5.18)	2283.7 (4.61)
CO mg/Nm ³ (g/hp-h)	123.9 (0.25)	147.4 (0.29)	115.1 (0.23)	135.6 (0.27)
HC mg/Nm ³ (g/hp-h)	11.2 (0.03)	10.9 (0.02)	12.5 (0.03)	12.2 (0.03)
PM mg/Nm ³ (g/hp-h)	8.8 (0.02)	8.8 (0.02)	9.7 (0.02)	9.0 (0.02)

THE COST ESTIMATE FOR REPLACEMENT OF THE GENERATOR THAT BACKS UP THE WASTEWATER TREATMENT PLANT AND THAT WAS DAMAGED BEYOND REPAIR DURING HURRICANE IRMA

C27 Diesel Generator Sets
Electric Power



Weights and Dimensions



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
4674 (184.0)	1723 (67.8)	2162 (85.1)	6622 (14,600)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.

Ratings Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime

Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Applicable Codes and Standards

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications

Tier III/Tier IV compliant per Uptime Institute requirements. ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

www.cat.com/electricpower

©2017 Caterpillar
All rights reserved.

Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, their respective logos, ADEM, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Man Hour Budget Estimate - KWRU WWTP Design & CEI Services for Generator Replacement

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design	Senior	Clerical	Total Hrs
					Tech	Inspector		
Design and Sizing	12.00			24.00				36.00
Field Inspections of Work				12.00		60.00		72.00
Coordination with Owner and Contractor		16.00				8.00		24.00
Construction Progress Meetings	6.00			6.00				12.00
Project Documentation (review of submittals, payapps, etc..)	18.00	8.00		8.00			16.00	50.00
								0.00
								0.00
Total Hours	36.00	24.00	0.00	50.00	0.00	68.00	16.00	194.00
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00	\$55.00	
Total Cost	\$7,020.00	\$3,480.00	\$0.00	\$5,750.00	\$0.00	\$7,140.00	\$880.00	

\$24,270.00 Subtotal
 \$0.00 Reimbursibles
\$24,270.00 Total

From: Rolando Coll <Rolando_Coll@pantropic.com>
Date: October 18, 2017 at 8:51:42 PM EDT
To: Chris Johnson <chris@kwru.com>, "Roberto A. Garcia" <Roberto_Garcia@pantropic.com>
Cc: "chriskw@bellsouth.net" <chriskw@bellsouth.net>
Subject: RE: 60KW diesel tow behind generator

Good evening, Christopher.

The attached is the XQ125, 110kW standby diesel generator set cut sheet.

The voltages and kw ratings available in this package are as follows:

277/480VAC, 3 phase, 110kW standby
120/208VAC, 3 phase, 110kW standby
120/240VAC, 1 phase, 65kW standby

The price of this unit is \$77,089.00 (sales tax not included) (FOB Miami)

The price includes the following options:

Two axle trailer with hydraulic brakes

Battery Charger

Eye Pintle Hitch

Generator Space heater

Permanent Magnet Generator

I apologize for the informality. Due to the storm, the quoting activity has been extremely active.

If you have any questions or if I could be of further assistance, please do not hesitate to contact me.

Thank you and have a great day.

Regards,
Rolando Coll
Sales Engineer
O: 786-209-0986
rolando_coll@pantropic.com
www.pantropic.com



The "Pantropic Power Promise" is to provide an exceptional customer experience. Please share your Feedback with us!

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Wednesday, October 18, 2017 2:06 PM
To: Roberto A. Garcia <Roberto_Garcia@pantropic.com>; Rolando Coll <Rolando_Coll@pantropic.com>
Cc: chriskw@bellsouth.net
Subject: 60KW diesel tow behind generator

Robert or Rolando,

Can one of you guys provide me with a quotation for a new 60KW tow behind diesel generator 3 phase 480VAC.



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

From: Roberto A. Garcia [mailto:Roberto_Garcia@pantropic.com]
Sent: Thursday, October 12, 2017 1:37 PM
To: Chris Johnson <chris@kwru.com>
Subject: Re: Insurance Required

Chris.

Let me check.

Thanks.

Robert

----- Original message -----

From: Chris Johnson <chris@kwru.com>
Date: 10/12/17 1:07 PM (GMT-05:00)
To: "Roberto A. Garcia" <Roberto_Garcia@pantropic.com>
Subject: Insurance Required

Roberto,

Does the insurance have to include wind, hail, and flood?



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com



Standby 110 kW
Prime 100 kW
60 Hz 1800 rpm 480V
60 Hz 1800 rpm 600V

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 60 Hz Rating				
60 Hz	480/277V	110 (137)	100 (125)	1800
60 Hz	208/120V	110 (137)	100 (125)	1800
60 Hz	240/120V	65 (65)	65 (65)	1800
600V 60 Hz Rating (Optional)				
60 Hz	600V/347V	110 (137)	100 (125)	1800
60 Hz	480V/277V	110 (137)	100 (125)	1800
60 Hz	208/120V	110 (137)	100 (125)	1800
60 Hz	240/120V	64 (64)	64 (64)	1800

Cat® C4.4 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	I-4, 4-Stroke - Water Cooled Diesel	
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268.5 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	ADEM™ A4	



Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

Cat C4.4 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

Cat Integrated Voltage Regulator (Cat IVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage selection

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance.
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access.

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing



Factory-installed Standard Equipment

Engine

- Cat C4.4 ACERT heavy-duty diesel engine meets Tier 4 Final emission standards

Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

DEF System

- 8 gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

Fuel System

- 150 gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
 - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
 - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
 - Two rear doors provide access to power distribution and control panel access
 - Separate door for DEF and Diesel fill access
 - Access panel on the front provides access to clean radiator cores and to service DEF tank.
 - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
 - Pad lockable latches on all access doors
 - Exterior emergency stop (E-stop) button

Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running



Factory-installed Optional Equipment

Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

Trailer Electric

- Two-axle trailer with Electric brakes

Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

Hitches

- 3" Pintle OR 2-5/16" Ball

Generator Space Heater

- 110 VAC Anti-condensation heater

Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
 - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
 - 1-phase (240/120 Volt)



Technical Data

Cat Generator	
Frame size	LC3114F
Pitch	2/3
No. of poles	4
No. of leads	12
Excitation	Self Excited
Number of bearings	Single bearing, close coupled
Insulation	Class H
Enclosure	Drip proof IP23
Alignment	Pilot shaft
Overspeed capability – % of rated	125% of rated
Voltage regulator	3-phase sensing with volts-per-hertz
Voltage regulation (adjustable to compensate for engine speed droop and line loss)	Less than ± 1/2% voltage gain
Wave form deviation	3%
Telephone Influence Factor (TIF)	Less than 50
Harmonic Distortion (THD)	Less than 5%

Cat Generator Set			
	Units	60 Hz — Standby	60 Hz — Prime
Power Rating	kW (kVA)	110 (137)	100 (125)
Performance Specification			
Lubricating System			
Oil pan capacity	L (gal)	9.4 (2.5)	9.4 (2.5)
Fuel System			
Fuel consumption — 100% Load	L/hr (gal/hr)	31.3 (8.27)	28.4 (7.49)
75% Load	L/hr (gal/hr)	-	20.9 (5.51)
50% Load	L/hr (gal/hr)	-	14.4 (3.80)
25% Load	L/hr (gal/hr)	-	7.5 (1.97)
Fuel tank capacity	L (gal)	568 (150)	568 (150)
Run time @ 75% rating	Hr		28
DEF System			
DEF consumption — 100% Load	L/hr (gal/hr)	1.2 (0.31)	0.47 (0.12)
75% Load	L/hr (gal/hr)	-	0.72 (0.19)
50% Load	L/hr (gal/hr)	-	0.39 (0.10)
25% Load	L/hr (gal/hr)	-	0.45 (0.12)
DEF tank capacity	L (gal)	30 (7.92)	30 (7.92)
Run time @ 75% rating	Hr		42
Cooling System			
Ambient capability	°C (°F)	55 (131)	55 (131)
Engine & radiator coolant capacity	L (gal)	18.3 (4.8)	18.3 (4.8)
Noise Rating (with enclosure)			
@ 7 meters (23 feet) @ 75% rating	dB(A)	66	65



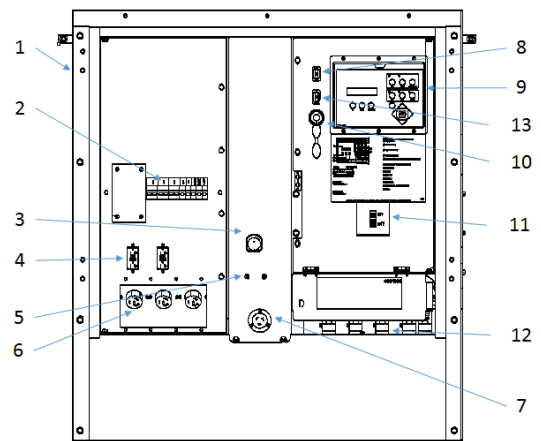
Technical Data (continued)

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With all fluids Kg (lb)
XQ125	3,222 (127)	1,244 (49)	1,858 (73)	2,372 (5,230)	2,876 (6,341)
XQ125 with trailer (electric brakes)	4,475 (176)	1,981 (78)	2,179 (86)	2,812 (6,200)	3,316 (7,311)
XQ125 with trailer (hydraulic brakes)	4,495 (177)	1,981 (78)	2,179 (86)	2,821 (6,220)	3,325 (7,331)



Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable doors (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	2X Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	Glow plug lamp
9	EMCP 4.2B digital generator set controller
10	Cat ET service tool connector
11	Generator main circuit breaker
12	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch
13	HEST/DPF Regen Lamp



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower
 ©2017 Caterpillar
 All rights reserved.

Materials and specifications are subject to change without notice.
 The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, BUILT FOR IT, their respective logos, ACERT, ADEM, Product Link “Caterpillar Yellow”, the “Power Edge” trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AT&T Equipment Resale and Related Services Pricing Schedule MA Reference No.: _____
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
Key West Resort Utilities	AT&T Corp.	Name: Billy Wing
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
6630 Front Street Key West, FL US 33040	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	11700 Great Oaks Way Suite 300 Alpharetta GA US 30022 Phone : 954-240-3386 Email : ww5462@att.com Sales/Branch Manager: SCVP Name:
CUSTOMER Contact		AT&T Contact Information
Name: Chris Johnson Title: Telephone: 305-295-3301 Fax: Email: chris@kwru.com		Name: Address: City: State / Province: Country: Domestic / Intl / Zip Code: Telephone: Email:
CUSTOMER Billing Address and Contact		
6630 Front Street Key West FL US 33040 Contact Name: Chris Johnson Title: Telephone: 305-295-3301 Fax: E-mail: chris@kwru.com		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Rider A – Purchased Equipment
<input type="checkbox"/> Rider B – Additional Cisco Terms
<input type="checkbox"/> Sub-Rider B1 - Cisco Try and Buy Program
<input type="checkbox"/> Sub-Rider B2 – Technology Migration Plan
<input type="checkbox"/> Sub-Rider B3 – Cisco Enterprise Suites for Collaboration
<input type="checkbox"/> Rider C – Purchased Equipment Discounts
<input checked="" type="checkbox"/> Rider E – Additional Avaya Terms
<input type="checkbox"/> Rider F – ShoreTel Mobility Router | <input checked="" type="checkbox"/> Rider D – AT&T-Provided Services
<input type="checkbox"/> Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance
<input checked="" type="checkbox"/> Sub-Rider D2 – AT&T-Provided Maintenance
<input type="checkbox"/> Sub-Rider D3 – AT&T-Provided Warranty Services
<input type="checkbox"/> Sub-Rider D4 – reserved
<input type="checkbox"/> Sub-Rider D5 – reserved
<input type="checkbox"/> Sub-Rider D6 – Enhanced Transport Service
<input checked="" type="checkbox"/> Sub-Rider D7 – Statement of Work |
|--|--|

CUSTOMER

AT&T

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(c) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Rider A – Purchased Equipment**1. AVAILABILITY AND DELIVERY SCHEDULE**

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE**(a) Shipping Charges.**

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Rider D – AT&T - Provided Services

1. SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website <ul style="list-style-type: none"> • SG Library 	http://serviceguidenew.att.com

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services. at any other time.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Sub-Rider D2 – AT&T-Provided Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sq_flashPlayerPage/AMS
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sq_flashPlayerPage/AVMS

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

- (a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.
- (b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.
- (c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.
- (b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.
- (c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

- (a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").
- (b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
- (c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

7. AT&T-PROVIDED MAINTENANCE SERVICES – SCHEDULED PAYMENT OPTION

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Sub-Rider D2 – AT&T-Provided Maintenance Services

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Sub-Rider D7 – Statement of Work

Ship To Address: 6630 Front Street Key West, FL 33040

Installation Site Address: 6630 Front Street Key West, FL 33040

Date of Submission:

Leasing: AT&T Capital Services Other: (Name of Leasing Company) No

Requested Delivery Date: Requested Installation/Cutover Date:

Purchase Order Number:

PURCHASE PRICE

- 1. Total Price of Equipment \$1,738.70
2. Estimated Shipping \$8.69
3. Total Charge for Installation/Cutover \$2,277.95
4. Total Purchase Price \$4,025.34

*Taxes & Freight will be listed separately on the invoice. . Total Purchase Price does not include maintenance.

NOTE: A site survey is required if the installation site is a school, place of worship, warehouse, factory, residence, municipality, car dealership, or trailer; if any of the following exist: multi-floor installation, existing 1A2 key equipment, separate buildings that need to be cabled, installation of new cabling, a building over thirty (30) years old, special paging requests, installation of new cables, or a data installation with structured cabling. Failure to perform a Site Survey may result in additional charges to Customer.

STANDARD PAYMENT TERMS

Delivery: 100% of Equipment & Freight

Acceptance: 100% of Services

Approved non-standard payment terms: _____

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Voice Maintenance Solutions: Essential Plus Dedicated Custom

Support Levels: Technical Support (24X7) with Advanced Hardware Parts Replacement (24X7X4) 24X7

Technical Support (8X5) with Advanced Hardware Parts Replacement (8X5 Next Business Day) 8X5

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: (1) Years From: _____ To: _____ Annual Price: \$500.00

Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

NOTE: Maintenance Services commence on the first day of the month following the IPOSS token activation and successful system registration which occurs at system installation.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

NOTE: Avaya IP Office Support Services Plan is required and may not be terminated during the initial term. Support Services include remote technical support for hardware and software access to major and minor software upgrades, software updates/correct content,

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Sub-Rider D7 – Statement of Work

software patches; remote connectivity and parts replacement.

AT&T Avaya IP Office Support Services: 24X7 8X5

Initial Term: (1) Years From: _____ To: _____ Annual Price: \$348.00

Service Plan Payment Terms: Prepay Annual Financing: (Name of Leasing Company)

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Avaya IP Office Support Services, in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

NOTE: If Customer has an Ethernet router included in the IP Office solution, then Ethernet Router Maintenance Service is required. ERS Support Services include remote technical support for Ethernet router and parts replacement.

Ethernet Router Support Services: 24X7 8X5

Term: () Years From: _____ To: _____ Price: _____

Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Ethernet Router Maintenance Service, in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Manufacturer-Provided Maintenance Services: OEM: _____

Name of Service: _____

Coverage Level: _____

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Term: () Years From: _____ To: _____ Price: _____

Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Please see the following exhibits:

Exhibit 1: Scope of Work Addendum

Exhibit 2: Schedule of Charges

Avaya IPO 08/05/16

Rider E – Additional Avaya Terms

Avaya Software License and Warranty

(a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at <http://support.avaya.com/LicenseInfo>. Both the Avaya Software License Terms and Heritage Nortel Software License Terms are separate agreements between Customer and Avaya. Customer shall assent to and comply with the Avaya Software License Terms or the Heritage Nortel Software License Terms as applicable.

(b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <http://support.avaya.com/LicenseInfo>.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

<u>QTY</u>	<u>PART #</u>	<u>PRODUCT</u>
1	383125	IP OFFICE R10 ESSENTIAL EDITION PLDS LIC:DS
1	700213440	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED
1	700289770	POWER CORD 18AWG 10 Amp AC US/NORTH
1	700417330	IP OFFICE IP500 EXTENSION CARD DIGITAL STATION
1	700417439	IP OFFICE IP500 TRUNK CARD PRIMARY RATE
1	700430150	IP OFFICE IP500 WALL MOUNTING KIT
1	700476005	IP OFFICE 500 VERSION 2 CONTROL UNIT
1	700479710	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW
2	700504841	1408 TELSET FOR CM/IP OFFICE/INTEGRAL
1	700510909	1408 TELSET COMMUNICATION MANAGER/IP
1	RM-DP48C	ONEAC DS1/T1/ISDN PRI DIGITAL LINE PROTECT
6	W4	Reuse Wiring
1	WT1	Test PRI Circuits

**Exhibit 1: Scope of Work Addendum
For Avaya IP Office Implementation Services**

Introduction

Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW. Change Control will be processed by the parties pursuant to Change Control Process described in this SOW.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW, if this SOW is not signed by Customer and AT&T by **1/7/2018**.

AT&T reserves the right to utilize subcontractors at its discretion.

1. Implementation Service Levels

Project Overview:

Special Features or Requests for This Installation: None

Special Equipment Requirements; Ladders, etc.: Key West Resort Utilities

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

AT&T offers two levels of Implementation Services for the Avaya IP Office Implementation. The level marked will be provided under this SOW: Standard Custom

AT&T will develop the number of templates and hunt groups marked below for total user increments:

6	1-24 users (4 templates) (4 hunt groups)
	25-71 users (5 templates) (5 hunt groups)
	72-100 users (6 templates) (6 hunt groups)
	101-250 users (7 templates) (7 hunt groups)

1.1. Standard Solution Features

- Intercom
- Call Park
- Call Pick Up
- Hunt Groups
- Voicemail – 1 per user/hunt group
- Auto-Attendant - 1 Day/Night menu (maximum 3 layers, 5 choices per layer)
- Call Forward All (one location)
- Do Not Disturb (DND) button
- Bridged Appearances
- Busy Indicator
- Transfer
- Conference
- Drop
- Redial
- Night Auto Attendant button
- Phone Paging
- IP Office Manager
- Receptionist
- Hunt Groups
- OneX Mobile Lite

1.2. Custom Solution Features

- 1.2.1. The Custom Solution includes the above standard features.
- 1.2.2. Other complex features, while available in the system, may not be listed below and also require completion of a Change Request signed by both the Customer and AT&T.
- 1.2.3. Custom features marked below are included with the Custom Solution as described in this SOW:

- Voice Mail to Email (IMS)
- Additional Auto-Attendant - 1 Day/Night menu (maximum 3 layers, 5 choices per layer)
- Additional Auto-Attendant - 1 Day/Night menu (maximum 5 layers, 5 choices per layer)
- Conference Bridges
- Operator Console
- Additional Speed Dial (50 increments)
- Call Center/ACD (Automatic Call Distribution)
- Multi-site Integration

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

- Remote Users/RAP
- CTI, Fax, and Mobile Integration
- External Music on Hold Configuration/Installation
- Night Bells
- Overhead and/or External Paging
- Voice Mail Pro
- User Licenses – Office Worker, Mobile Worker, Teleworker, Power User
- OneX Portal
- OneX Mobile Preferred
- Advanced ACD - usually accompanied Advanced SW and with 3rd party serves and other custom apps
- Contact Store for Recording
- Custom Call Reporting - CCR
- UC Server
- 3rd Party Server
- Unified Messaging
- IPT - Hard Phone and Soft Phone
- Flare on the iPad
- Small Community Networking / Multi-site networking
- Data Switches / Routers
- Video
- Plug Ins with OneX Portal

2. 911 Emergency Service Acknowledgement

Please read this notice concerning compatibility of IP Phone Sets with your 911 services.

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and supporting systems; the second is routing and information exchange for processing a 911 call with accuracy.

Many digital and IP phone sets, including Avaya digital and IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to the IP Office and either each local transformer/power block to the IP Phone or to each LAN switch supplying "inline power" over LAN wiring. Ethernet switches and routers may also need to be protected by a UPS. **THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911.** You are advised to use the in-line power option for all Avaya IP Office IP Phone sets and to provide UPS service for the IP Office and all components along the voice traffic and call processing path in the network.

The placement of IP telephone gateways, a well-designed dialing plan, and backup support are critical for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911) service is not available in all areas in the United States), you may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.**

If E-911 service is available in your area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. You must equip your Avaya IP Office system with Analog Loop Start trunks for local voice access services to utilize this functionality with an external Centralized Automatic Message Accounting (CAMA) translator box (or equivalent) to utilize the E-911 functionality. You also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e., building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Avaya Communicator VoIP

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

applications on mobile devices may require additional configurations to correctly implement E-911 (NOTE: it is recommended that such mobile device applications should not be used for emergency calling and that another method of emergency calling should be used). OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE, OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR, OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.

You are solely responsible for determining whether you will equip your VoIP system with the foregoing functionality. If you do, the network and database services required to provide this capability will be provided at an additional charge. You will be solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. You may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Neither AT&T nor Avaya can advise you as to what your legal obligations are in this respect. You should consult your attorney.

Our sales manager will be happy to answer questions you may have concerning the way your system works with 911 services and provide further information regarding that matter upon your request.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signature

Printed Name

Title

Date



STATEMENT OF WORK

3. Project Implementation

The following are requirements for the Avaya IP Office project implementation.

3.1 AT&T Responsibilities – Pre-Implementation

3.1.1 In support of the Services for this Project, AT&T shall assign an AT&T Project Coordinator to interface directly with the Customer Project Manager.

3.1.2 The AT&T Project Coordinator's responsibilities are as follows:

- a) Serve as the primary interface to the Customer organization.
- b) Coordinate the Site installation dates with the Customer Project Manager. Installation dates may vary if network connectivity is being installed and coordinated as part of this Project. Customer and AT&T will mutually agree to the Project timeline.
- c) Function as the escalation focal point for issues that may arise under this SOW.
- d) Provide, at the Customer's written or oral request, status updates as to the progress of the Services provided under this SOW. These updates will be provided via email or telephone conversations.
- e) Process and track equipment procurement orders as required.

3.1.3 AT&T will provide the IP Office Implementation Planning Form to Customer. The Customer uses this Form to document station design, system design, and feature deployment information for programming.

3.1.4 AT&T Project Coordinator will conduct up to two (2) design conference calls per location with Customer to assist Customer in completing the IP Office Implementation Planning Form.

- a) The Project Coordinator will provide to the Customer station review examples for each telephone set model using the preconfigured programming templates for end user sets. Customer is responsible for completing the station reviews and providing the information regarding all end-user sets using the preconfigured programming templates at each location on the Implementation Planning Form in the agreed to timeline.
- b) The Project Coordinator will review with the Customer the system design components such as call routing requirements, non-preconfigured end user sets including answering positions, and other system parameters addressed in the Form.
- c) The Project Coordinator will e-mail the final IP Office Implementation Planning Form for Customer signature to acknowledge the Customer's acceptance of final system configuration.

3.2 AT&T Responsibilities – Staging

3.2.1 AT&T assembles the IP Office modules to meet product and customer specifications.

3.2.2 AT&T develops, loads, and tests station review and system call flow on the IP Office system using information provided by the Customer on the IP Office Implementation Planning Form. AT&T will not implement any application requirements or business rules that AT&T determines cannot be supported in IP Office configurations.

3.2.3 AT&T builds all standard voice mail configuration users' voicemail boxes based on the final IP Office Implementation Planning Form.

3.2.4 AT&T upgrades software to current level according to manufacturer-specified procedures and licensing, and verifies configuration parameters after burn-in and equipment testing.

3.2.5 AT&T re-packages equipment and ships it to the Customer's site.

3.3 Customer Responsibilities – Pre-Implementation Switch Room, Equipment, and Network Readiness

3.3.1 Customer completes ordering, installation, and turn-up process for all network circuit facilities required for the IP Office implementation. All network circuit facility points of demarcation must be in the equipment room where the IP Office will be installed.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

- 3.3.2 Customer verifies all wiring is in place, is in good condition and capable to transport or sustain proper electrical signals as required by the equipment, is terminated in the equipment room, and is properly labeled. Customer verifies that all station cables are home run from within 3 feet of the station to the equipment room, all intermediate termination points are already cross connected, and that there are no bridged stations. If existing cabling does not meet the required specifications, Customer will be responsible for all charges associated with any new cabling.
- 3.3.3 Customer provides UPS, equipment rack or sufficient desk space, power, and grounding in accordance with the manufacturer's specifications prior to the commencement of installation.
- 3.3.4 Customer provides installation location away from extreme heat, sprinkler systems, water or steam pipes; and not located within 10 feet of machinery, copiers or transformers that generates magnetic fields, radio frequency or electrostatic interference; with humidity not exceeding 80%.
- 3.3.5 Customer completes all requirements for system connectivity to non-AT&T-provided services including:
 - a) Raceways, boring and cutting, trenching, conduits, variances, and rights of way required for installation
 - b) Order, install, and test all data and voice network circuits
 - c) Ensure network circuits demarcation is clearly identified
 - d) Earthquake bracing, if required
 - e) Customer private network (e.g. LAN/WAN or privately-provided facilities in a campus environment)
- 3.3.6 Customer verifies all distance and interference limitations of interface cables used and ensures all necessary cabling, power, grounding, and environmental conditions are complete at each site. The environment must conform to the manufacturer's specifications.
- 3.3.7 Customer installs and verifies the operation of all CPE not provided by AT&T.
- 3.3.8 Customer performs all upgrades and changes required or identified by AT&T for the successful implementation of equipment.
- 3.3.9 Customer provides secured remote IP access, including hardware and associated network such as a modem or internet/VPN, to the IP Office system for remote support throughout the duration of the installation. Remote access must be in place prior to any AT&T onsite activities.

3.4 Customer Responsibilities – Pre-Implementation General Readiness

- 3.4.1 Customer designates a Customer Project Manager as a single point of contact for all implementation support issues within the scope of this project to interface with the AT&T Project Coordinator. Customer Project Manager provides required information to AT&T Project Coordinator to define system design, develop project schedule, confirm site readiness and verify network circuit facilities readiness for each site prior to installation of the IP Office system.
- 3.4.2 Customer Project Manager attends all project meetings and system design conference call(s) with the AT&T Project Coordinator to complete the IP Office Implementation Planning Form. Customer completes all meetings within the agreed to timeline.
- 3.4.3 Customer completes the station review information for all end-users using the pre-configured templates at each location on the Implementation Planning Form in the agreed to timeline and emails final form to AT&T Project Coordinator.
- 3.4.4 Customer completes with the AT&T Project Coordinator the system design components within IP Office Implementation Planning Form that includes call routing requirements, non-preconfigured end user sets including answering positions, and other system parameters.
- 3.4.5 Customer designates a technical point of contact that has detailed knowledge of the Customer's data network and policies utilized.
- 3.4.6 Customer or Customer's technical point of contact provides the current physical and high level network design of their existing network. Customer must provide addressing

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

- schemes so that any new IP addressing schemes will not conflict with IP addressing already in place on the internal network.
- 3.4.7 Customer confirms network circuit facilities ready date, confirms cutover date, and confirms training date.
 - 3.4.8 Customer provides accurate, marked floor plans, database records, and cable records as applicable.
 - 3.4.9 Customer manages internal agency/departmental groups/decisions to meet jointly agreed to project plan dates.
 - 3.4.10 Customer assumes responsibility to manage other vendors associated with the project that is not managed by AT&T. Customer failure to successfully manage other vendors may impact implementation dates and customer price.
 - 3.4.11 Customer identifies and provides to AT&T the primary and backup onsite Customer contacts for all installation sites responsible to provide site access clearance, escort, safety training or interface with other organizations as required.
 - 3.4.12 Customer executes the final IP Office Implementation Planning Form to accept system configuration.

3.5 AT&T Responsibilities – Implementation

- 3.5.1 AT&T delivers equipment from the staging facility to the Customer-designated installation locations within the same general Site; delivery includes unpacking and inspecting AT&T-provided equipment at the installation location.
- 3.5.2 AT&T connects and tests existing analog and digital trunk(s) to the IP Office system and informs the Customer of the results. If network problems are detected, it shall be Customer's responsibility to resolve the problems with any non-AT&T service provider. Any delays or troubleshooting with facilities or turn-up issues will be billed at an hourly rate.
- 3.5.3 AT&T provides hardware installation which includes the placement and testing of all AT&T provided equipment and/or adjuncts.
- 3.5.4 AT&T cross-connects in the switch room, between the IP Office and Customer's network circuit facilities. This includes cross connect of the trunk and station ports on the IP Office and trunk and station terminations.
- 3.5.5 AT&T installs and verifies operation of the Voice over IP calls between the site location(s) for which Customer has purchased VoIP components and AT&T installation services.
- 3.5.6 If applicable, AT&T guides Customer personnel through the proper installation and operation of IP Office desktop PC client software (for end-user computer) on one (1) computer. The Customer is responsible for installing client software on all remaining Customer-owned computers requiring the software.
- 3.5.7 AT&T performs acceptance tests once configured to Customer's system design to confirm proper installation of the solution.
- 3.5.8 AT&T shall not be responsible if the service provided hereunder results in exceeding the 802.3 compliance for UTP cabling when adding the Power Patch Panel.
- 3.5.9 AT&T will not implement, program, or support non-AT&T supported IP Office Applications.

3.6 Customer Responsibilities – Implementation

- 3.6.1 Customer Project Manager assumes responsibility for all customer related issues (e.g., timely agency/department decisions and agreement to scheduling, change orders, project correspondence, training, acceptance and placing proposed system in service).
- 3.6.2 Customer provides access arrangements to building(s), site(s), offices, switches, and/or other equipment and areas as requested by AT&T for installation and any security clearances, escorts, and special safety equipment. Customer agrees that AT&T shall have reasonable and free access to equipment and areas necessary for installation.
- 3.6.3 Customer Project Manager shall be completely accessible throughout installation to facilitate issue resolution.
- 3.6.4 Customer shall provide AT&T with floor plans marked with station number and device type.



STATEMENT OF WORK

- 3.6.5 Customer shall provide AT&T the following trunking information: network vendor contacts, circuit IDs, and telephone numbers.
- 3.6.6 Customer ensures any PCs with IP Office applications reside on the same LAN as IP Office.
- 3.6.7 Customer resolves network problems with internal support organization or service provider.
- 3.6.8 Customer is responsible for all configurations of firewalls, routers, and managed devices that will be integrated with the IP Office.
- 3.6.9 Customer shall provide an internal or third party network administrator, and, if applicable, a cabling technician resource when required by AT&T to facilitate integrating the IP Office, Voicemail, or other applications on the LAN, implementing and testing Voice over IP phones, supporting PC client installations, and/or network integration
- 3.6.10 Customer shall install and customize Phone Manager Lite. Customer shall customize Phone Manager Pro or Soft Console.
- 3.6.11 Customer will coordinate and provide an interface with all non-AT&T network vendors and/or cabling technicians, during the installation as applicable to testing network changes required to make the data/voice network operational. Customer shall not request AT&T to serve as the interface point or contact point for other service or system providers.
- 3.6.12 Customer shall resolve all issues related to Customer-provided hardware, data network connectivity, and other Customer readiness issues.
- 3.6.13 Customer shall provide a voice telephone line and number near the IP Office system for use by AT&T at no charge to AT&T.
- 3.6.14 Customer shall provide adequate secured storage areas onsite for AT&T equipment and staging for the duration of the project. Customer shall assume responsibility for any loss or damage of all equipment that has been delivered to the Site pursuant to this agreement.
- 3.6.15 Customer shall provide timely acceptance of test results, system operation verification, documentation, and system acceptance.
- 3.6.16 Customer shall ensure its understanding of the billing, system warranty, and repair procedures.

3.7 AT&T Responsibilities – Training

- 3.7.1 AT&T schedules end-user training classes with the Customer at an agreed to time during the installation period.
- 3.7.2 The training will provide programming overview of the IP Office system, the operation of system features and voice mail (if applicable). AT&T recommends one (1) hour for fifteen (15) users.
- 3.7.3 Training will be conducted during AT&T Business Hours (8:00 a.m. to 5:00 p.m. local time, excluding AT&T designated holidays).
- 3.7.4 AT&T shall provide cabling from installation room to the equipment room and install the required station wiring to handle ten (10) training instruments. AT&T will provide and perform installation and programming for ten (10) training stations.
- 3.7.5 Supplemental training, repeat training, or onsite training can be purchased through a Change Request Order.

3.8 Customer Responsibilities – Training

- 3.8.1 Customer shall provide a training room at the Site with adequate table space, board or easel for the trainer, chairs and tables to accommodate up to fifteen people. Customer shall provide power, grounding, and network infrastructure as specified to facilitate training.
- 3.8.2 Customer will coordinate the assignment of trainees with the AT&T instructor.
- 3.8.3 Customer is responsible for end users and administrator attending their assigned training class.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



STATEMENT OF WORK

3.9 General

- 3.9.1 AT&T is not responsible for the performance and voice quality of the VoIP Telephony over the Customer LAN, Wireless LAN, and/or WAN. AT&T makes no guarantees of bandwidth, prioritization, or Quality of Service.
- 3.9.2 AT&T does not support VoIP over the Internet.
- 3.9.3 The Customer is responsible for maintaining Quality of Service and security in the data and wireless networks for VoIP Services.
- 3.9.4 AT&T makes no guarantees of wireless coverage or bandwidth. Many factors can impact the quality of a wireless signal and coverage area, including interference from other electrical equipment and/or wireless devices, obstructions, antenna placement, etc. Customer is responsible for any charges associated with additional services, equipment, and/or cabling required to meet Customer's wireless coverage requirements.
- 3.9.5 AT&T does not install client applications on mobile telephones.
- 3.9.6 Any delays or troubleshooting with facilities or turn-up issues will be billed at an hourly rate.
- 3.9.7 Installation services and/or training will be completed during Business Hours. If Customer request any work be performed after Business Hours, and/or on Saturday, Sunday, and AT&T's designated holidays, incremental premium charges will apply.
- 3.9.8 Incremental AT&T services not caused by AT&T, such as lack of Site preparation, failure by Customer to complete any responsibilities as specified in this SOW, additional out of scope services, rescheduling of dates and/or times, delays, denial of access, errors, inaccuracies, or changes to the defined scope by the Customer, shall be subject to AT&T's then-current time and materials rates plus expenses. This includes any additional visits or required overtime resulting from the delay(s).
- 3.9.9 The Customer's network architecture design shall not change between the date of Customer's execution of this SOW and the completion of all Services specified hereunder.
- 3.9.10 AT&T requires a minimum lead-time of up to thirty (30) days from acceptance of a Customer purchase order to complete preparation activities prior to installation. AT&T will make commercially reasonable efforts to meet the requested installation date.
- 3.9.11 AT&T will confirm an installation date with the Customer once all equipment has been received from the manufacturer, the Customer has provided all information required for system programming and staging, and Site readiness has been confirmed.
- 3.9.12 All work will be performed over a consecutive time frame, unless otherwise specified.
- 3.9.13 Any changes to the Project Scope must be requested via a Change Request document.
- 3.9.14 AT&T reserves the right to charge Customer for the full amount or a portion of the installation in the event that Customer cancels or reschedules any installation without ten (10) days prior written notice. This excludes unforeseen events causing outages or issues, which may cause significant disruption to the business operations.
- 3.9.15 The following services are not covered under this SOW:
 - a) Support or replacement of equipment that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or used by Customer other than as specified in the applicable AT&T-supplied documentation after delivery to installation site and prior to installation.
 - b) Services, software or hardware required for software or hardware problem resolution resulting from third party products or causes beyond AT&T's control.
 - c) Any hardware upgrade required to run new or updated software.
 - d) Data network reconfiguration to support the IP Office deployment.
 - e) Any PBX interface and/or configuration and Telco circuit changes or upgrades.
 - f) Network audits, network design, network/site surveys, and network expansion that may be offered under a separate SOW.

3.10 Change Management Procedures

- 3.10.1 It may become necessary to amend this SOW for reasons including, but not limited to, the following:
 - a) Changes to the scope of work and/or specifications for the Services,



STATEMENT OF WORK

- b) Changes to the Implementation Plan,
 - c) Non-availability of resources which are beyond either party's control; and/or,
 - d) Environmental or architectural impediments not previously identified
- 3.10.2 In the event either party desires to change this SOW, the following procedures will apply:
- a) The party requesting the change will deliver a Change Request document. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables, the schedule, and the costs.
 - b) A Change Request may be initiated by either party for any material changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if required to implement the Change Request. If both parties agree to implement the Change Request, each party will sign the Change Request, indicating the acceptance of the changes by both the parties.
 - c) Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
 - d) Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

3.11 Completion Criteria

- 3.11.1 Customer shall ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by AT&T.
- 3.11.2 Customer shall indicate its acceptance of the Service or Deliverable by signing the Certificate of Acceptance document within five (5) Business Days from notification of completion. Services and Deliverables will be deemed accepted if Customer fails to respond within this five (5) Business Day period.
- 3.11.3 If a Service or Deliverable is not complete for any reason, Customer shall provide written notification to AT&T. AT&T shall have ten (10) days after the receipt of such notice to correct the error given it is within the scope of this SOW to do so. Such time period to correct the error may be extended by mutual consent; however minor discrepancies in Installation shall not serve to delay Acceptance.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

AT&T MA Reference No.



MULTI-SERVICE AGREEMENT

Customer	AT&T
Key West Resort Utilities Street Address: 6630 Front Street City: Key West State/Province: FL Zip Code: 33040 Country: US	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Chris Johnson Title: Street Address: 6630 Front Street City: Key West State/Province: FL Zip Code: 33040 Country: US Telephone: 305-295-3301 Fax: Email: chris@kwru.com	Street Address: 11700 Great Oaks Way Suite 300 City: Alpharetta State/Province: GA Zip Code: 30022 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.	
Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Agreement: The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

Affiliate Signature: An AT&T or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any

Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

Ordering: If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.

Access to Premises: Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes,

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

MULTI-SERVICE AGREEMENT

wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Hazardous Materials: Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

Prices, Pricing Schedule Term and Taxes: The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be

required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice.

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

MULTI-SERVICE AGREEMENT

Termination Charges: If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS

AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

Import/Export Control: Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

MULTI-SERVICE AGREEMENT

applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Workitem Information
Tracking Number: 101617OSW51866
Request Sub Type: Place an Order
User Information
AMC: true
ATTUID: js5576
First Name: JOSEPH
Last Name: STEINER
Phone Number: 6789372061
Email Address: JS5576@att.com
Sales Code: PJS5576
Delivery Method: Webform
Customer Information
Customer Strata: Small Business Solutions
Company Name: K; W RESORT UTILITIES CORP
First Name: Chris
Last Name: Johnson
Phone Number: 3052953301
Email Address: chris@kwru.com
Service Location State: Florida
General Information
Order Type: Records
Route To: SE AMC - Simple
WEBMOM
View/Edit Form



The 9608G IP Deskphone is an 8-line phone ideally suited for everyday users who consider the phone to be one of many useful communication tools and who rely on common functions like directory and speed dial to enhance productivity and collaboration.



Avaya 9608G IP Deskphone

Give your everyday users enriched communications capabilities



The competitively priced, high-performing Avaya 9608G IP Deskphone features a monochrome display, 4 softkeys, high definition audio quality, integrated Gigabit Ethernet interface, headset support, and up to three 12- or 24-button Expansion Modules. Part of the 9600 Series IP Deskphones, the 9608G leverages your enterprise IP network to deliver sophisticated voice communications from headquarters, remote locations, or home offices. Integrated with the Avaya Aura® and IP Office™ Platforms, the 9608G optimizes communications through a flexible architecture that leverages existing investments and accommodates changing business needs.

Key Features and Benefits

- Delivers high definition audio that can increase productivity by reducing fatigue and provides easier-to-understand multi-party calls through the wideband audio codec in the handset and headset.
- Simplifies call control on the display using softkeys for everyday functions such as transfer, conference and forwarding; also makes it easy to perform everyday tasks such as quick access to the corporate directory.
- Provides visual queues that can speed task management through 8 dual-color Red/Green LED buttons.
- Improves flexibility through support of a secondary Gigabit Ethernet port for a PC.
- Enables high-speed call handling through support of up to three 12- or 24-button Expansion Modules.
- Offers consistency through a common interface with soft clients and mobile endpoints.
- Accommodates advanced unified communications solutions with Session Initiation Protocol (SIP) based infrastructure on the Avaya Aura platform.
- Supports reduced energy consumption and lower costs through Power-over-Ethernet Class 1 design with "sleep mode".

About Avaya

Avaya is a global provider of business collaboration and communications solutions, providing unified communications, contact centers, networking and related services to companies of all sizes around the world. For more information please visit www.avaya.com.

2 | [avaya.com](http://www.avaya.com)

Specifications

Hardware

- Monochrome display – 3.2 inches x 2.2 inches (8.2 cm x 5.5 cm)
- 8 buttons with dual LEDs (red, green)
- 4 softkeys
- Hard buttons for phone, messages, contacts, history, home, navigation cluster, headset, speaker, volume, mute
- Red LEDs for speaker, mute, headset, message, history
- 24 administrative buttons
- Wideband audio in handset and headset
- Full duplex speakerphone
- Ergonomic hearing aid compatible handset supports TTD acoustic coupler
- Message waiting indicator
- IC call alerting with 360-degree visibility
- Rich, classic and alternate ringtones
- Wall-mount and dual-position stand
- Gigabit Ethernet (10/100/1000) line interface
- Second Ethernet interface 10/100/1000 Mbps
- PoE Class (IEEE 802.3af) registers as class 1 device

Software

- SIP protocol support
- H.323 protocol support
- Standards-based codec support: G.711, G.726, G.729A/B, G.722 (G.726 is not available in SIP)
- Supports the following languages: Arabic, Brazilian Portuguese, Simplified Chinese, Dutch, English, Canadian French, Parisian French, German, Hebrew, Italian, Japanese (Kanji, Hiragana and Katakana), Korean, Latin American Spanish, Castilian Spanish, and Russian

Minimum Requirements and Platform Support

- Avaya Aura Communication Manager 6.x and greater (H.323)
- Avaya Aura Communication Manager 6.x with Avaya Aura Session Manager 6.x
- IP Office 8.1 or greater (H.323)
- Local or centralized electrical power through a 802.3af switch, or local power supply (optional)
- HTTP file server

Learn More

To learn more about the 9608G IP Deskphone and 9600 Series IP Deskphones contact your Avaya Account Manager, Avaya Authorized Partner or visit [avaya.com](http://www.avaya.com) for white papers, case studies and other information showcasing Avaya solutions in action.



The 9608G IP Deskphone is a global model. English language text on the faceplate has been removed.

© 2015 Avaya Inc. All Rights Reserved.

Avaya and the Avaya logo are trademarks of Avaya Inc. and are registered in the United States and other countries. All other trademarks identified by ®, TM, or SM are registered marks, trademarks, and service marks, respectively, of Avaya Inc.

07/15 • UC7509-03




avaya.com

Avaya 9508 Digital Deskphone

A Sleek, High-End Phone Designed for Small Business Executives and Managers

The Avaya 9500 Series Digital Deskphones allow small and medium sized businesses to deliver highly reliable, high quality, communication solutions for a range of user types within the organization. With an appearance and functionality similar to that of the well-established Avaya 9600 Series IP Deskphones, the 9500 Series can be deployed in mixed digital/IP telephony environments and are an ideal choice for companies wanting to add digital endpoints with a consistent look and user experience to their existing portfolio. The 9500 Series' smart design, crystal-clear sound and productivity features make these phones an easy choice for companies looking to gain strategic competitive advantage from their communications infrastructure.

Looks Great, Sounds Better: The 9500 series features large, eye-friendly displays; paperless, all-digital labeling; and a high-quality integrated speakerphone that ensures everyone can hear and be heard.

Familiar, Functional Interface: There's almost no learning curve with the 9500 Series. Almost any user will intuitively know to use the fixed keys to access the most common features and the flexible softkeys with contextual guidance and prompts.

A Sound Investment: The 9500 Series is an excellent value for your growing company – and it's designed to remain that way, with expansion options including a headset interface. The 9500 Series delivers significant competitive advantages at its price point while lowering total cost of ownership for your company.

The Avaya 9508 Digital Deskphone: An Indispensable Phone for Executives and Managers

Small business executives who spend a great deal of time on the phone rely on advanced telephony features and depend on high quality, real-time voice communications, for the success of their roles. With a large, easy-to-read display, the 9508 provides multiple feature keys, speed dials, and call logs to please the most demanding executive.

The 9508 Digital Deskphone delivers what managers need:

- 8 administrable feature buttons on 3 levels (total of 24 button positions), plus optional 12-button expansion module for a total of 96 feature keys or speed



dial buttons with dual red-green LEDs to display status

- 10 fixed-feature keys for common tasks (e.g. contacts, history and message)
- Integrated, two-way speakerphone
- Headset jack supports wide array of wired and wireless Avaya headsets
- Additional caller related information is displayed with active appearances for easier call handling
- Context-sensitive interface, 4-way nav cluster and 4 softkeys simplify and speed up operations
- 8 line X 32 character display, white backlit for easy viewing

Avaya 9508 Digital Deskphone Key Features

Connectivity

- Avaya IP Office Release 7.0 or later

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Hardware Specs

- Charcoal gray
- Handset with 9-ft cord
- Dual-position stand
- Wall-mountable
- White backlit graphical display
181 x 121 dots; 8 rows x 32 characters
- Permanently-labeled buttons: Speaker, Headset, Mute, Volume, Avaya Menu, Phone, History, Contacts, Voicemail Message
- Permanently-labeled navigation cluster (Up/Down, Left/Right, OK)
- Message Waiting indicator
- 8 administrable buttons
- 4 contextual softkey buttons
- Button Module 12 (BM12) supported; up to 3 can be connected
- Headset support
- Two-way speakerphone
- 2 wired line interface

Size and Weight

- Length (depth) in low position:
8.07in (205mm)
- Width: 8.03in (204mm)
- Height off desk in low position/high position: 6.34in (161mm) / 7.91in (201mm)
- Weight including handset and stand:
2.2 lbs (992g)

Software

- Call control protocol: DCP
- Codec: G711
- Two-way speakerphone
- Secondary line alerting

Platform Support

Avaya IP Office

- Native support on IP Office Release 7.0
- Full access to IP Office call appearances and features
- Line appearance/feature key buttons:
8 x 3 levels

- Contacts application: 100
- Call Log application, with Missed/ Answered/Outgoing calls,: 30
- User option for language selection

Learn More

With more than 100 years as a leader in communications, Avaya can help your company maximize productivity with the communications solutions specific to the needs of your workforce.

To learn more about the 9500 Series Digital Deskphones, contact your Avaya Account Manager, Avaya Authorized Partner or visit avaya.com for white papers, case studies and other information showcasing Avaya solutions in action.

About Avaya

Avaya is a global provider of business collaboration and communications solutions, providing unified communications, contact centers, data solutions and related services to companies of all sizes around the world. For more information please visit www.avaya.com.



The Power of We™

© 2011 Avaya Inc. All Rights Reserved.

Avaya and the Avaya Logo are trademarks of Avaya Inc. and are registered in the United States and other countries. All trademarks identified by ®, ™, or SM are registered marks, trademarks, and service marks, respectively, of Avaya Inc. All other trademarks are the property of their respective owners. Avaya may also have trademark rights in other terms used herein. References to Avaya include the Nortel Enterprise business, which was acquired as of December 18, 2009.
07/11 • UC4682-02

avaya.com



1400 SERIES DIGITAL DESKPHONES

The 1400 Series Digital Deskphones is a new, value-priced family of deskphones designed to meet communication needs with the quality and reliability you expect from Avaya.



1403 Digital Deskphone
(For IP Office only)

1408 Digital Deskphone

1416 Digital Deskphone

The 1400 Series Digital Deskphones family is designed for the same user profiles as the 9600 Series IP Deskphones or the 1600 Series IP Deskphones. By providing a range of endpoints covering the differing needs of users, Avaya makes it possible for companies to equip their workforce with deskphones that look great, sound better, enhance productivity, and turn communications into a competitive advantage. With similar industrial design, the 1400 Series Digital Deskphones, 1600 Series IP Deskphones and the 9600 Series IP Deskphones may be deployed in mixed environments or on their own, delivering:

- Digital telephones for the value-oriented customer
- Straightforward, familiar access to the most common telephony features
- Cost effective, competitive price point
- Quality and reliability you expect from Avaya

For businesses seeking an easy, cost-effective solution for digital networks, Avaya presents the 1400 Series Digital Deskphones. With features and capabilities of the Avaya digital/DCP network, these phones offer an attractive upgrade from older systems or an addition to your existing Avaya phone solution portfolio.

The 1400 Series Digital Deskphones combine traditional telephone features such as dual LED indicators and fixed feature buttons (e.g., conference, transfer, hold) with contemporary innovations such as softkeys, navigation wheel and a context-sensitive user interface. Also standard on the 1400 Series Digital Deskphones: speakerphones, white backlit displays and multi-line capabilities. These stylish phones are a smart addition to any retail store, branch or corporate office.

A Familiar, Functional Interface

The 1400 Series Digital Deskphones combine the best of past and present. Fixed keys – familiar to any phone user – provide easy access to the most common features. Meanwhile, flexible softkeys provide contextual guidance and prompts for ease of use and efficiency.

Clear Sound, Clean Looks

The 1400 Series Digital Deskphones offer clear, clean audio that will more than satisfy the most discerning users. All models come with an integrated speakerphone. The phone's streamlined industrial design reflects its function as a true business-class communications device.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Page 30 of 39

Built-in Investment Protection

The 1400 Series Digital Deskphones have been engineered to adapt to your company's growing needs. The headset interface allows you to attach headsets on your 1408 Digital Deskphone and 1416 Digital Deskphone, while the 32-button expansion module for the 1416 Digital Deskphone can be custom-programmed to fulfill a wide range of specific user needs.

Top Value for Your Communications Dollar

You expect top quality and reliability from Avaya and the 1400 Series Digital Deskphones deliver by giving you a solidly built phone that can stretch your investment and lower total cost of ownership. It's a cost-effective solution that delivers significant competitive advantages at its price point.

For Walkup users: the 1403 Digital Deskphone (IP Office only). The Avaya 1403 Digital Deskphone is designed for the Walkup user and the Everyday user. It's ideal for locations such as common areas in offices, stockrooms, lobbies, or drop-in desks. Visitors – including customers – are examples of Walkup users who need a phone with a simple, familiar interface. It's also perfect for the Everyday phone users for whom a phone is not the one critical piece of their communication needs.

1403 Digital Deskphone highlights:

- Supports 3 administrable feature buttons
- Each button includes dual LEDs (red, green) providing explicit status for the user
- Includes fixed feature keys for common telephone tasks including conference, transfer, drop, hold, mute

- Includes high-quality speakerphone
- Two-line by 16-character display, white backlit for easier viewing in all lighting conditions

For Everyday users: the 1408 Digital Deskphone. Everyday users typically rely on several forms of communication including voice and email – and while they require a quality telephone, their telephone use is relatively light or straight-forward in nature. Cubicle workers and sales staff within a retail store are examples of Everyday users for whom the 1408 Digital Deskphone delivers a productivity-enhancing telephone.

1408 Digital Deskphone highlights:

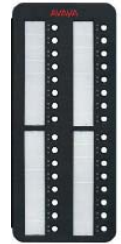
- Supports eight administrable feature buttons
- Each button includes dual LEDs (red, green) providing explicit status for the user
- Includes several fixed feature keys for common telephone tasks including conference, transfer, drop, hold, mute
- Includes high-quality speakerphone
- Supports a broad portfolio of wired and wireless headsets through its integrated headset jack
- Large capacity contacts and call log applications that can enhance productivity and personalization
- Context sensitive user interface along with three softkeys and a four-way navigation cluster – ideal for scrolling through the local contacts list or call logs
- The three-line by 24-character display is white backlit for easier viewing in all lighting conditions

For Navigators: the 1416 Digital Deskphone. The Avaya 1416 Digital Deskphone is designed for the Navigator type user. Receptionists, assistants, and managers are examples of Navigator users – people who answer incoming calls, transfer customers to

different departments or extensions, and monitor several line appearances throughout a typical day. For the Navigator user, the 1416 Digital Deskphone provides the most one-touch line/feature/speed-dial buttons without the need to scroll through on-screen lists.

1416 Digital Deskphone highlights:

- The 1416 Digital Deskphone supports 16 administrable feature buttons on the phone itself – and a 32-button expansion module provides access to a total of 48 feature keys or speed dial buttons
- Each of the buttons features a dual LED (red, green) providing explicit status for the user
- For a familiar look and feel, the 1416 Digital Deskphone includes several fixed feature keys for common telephone tasks including conference, transfer, drop, hold and mute
- In addition, the 1416 Digital Deskphone includes a high-quality speakerphone, and supports a broad portfolio of wired and wireless headsets through its integrated headset jack
- Context sensitive user interface along with three softkeys and a four-way navigation cluster – ideal for scrolling through the local contacts list or call logs
- The viewing angle of the display on the 1416 Digital Deskphone is adjustable and measures four lines by 24 characters
- Additional caller related information is displayed with active appearances for easier call handling
- The display is white backlit for easier viewing in all lighting conditions



THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

Connectivity

	1403	1408	1416	Button Module
Avaya Aura™ Communication Manager	X	✓	✓	✓
	Avaya Aura Communication Manager 5.2.1 or later			
IP Office	✓	✓	✓	✓
	IP Office Release 6.0 or later			
Integral Enterprise	X	✓	✓	✓
	E07, IEE2 or later			

Features

Key Features	1403	1408	1416
Color	Black	Black	Black
Handset with 9-foot cord	Yes	Yes	Yes
Stand	Wedge	Dual position flip	Dual position flip
Wall-mountable	Yes	Yes	Yes
Adjustable tilt Display	No	No	Yes
Graphical Display size: rows x pixels	128 x 25 pixels	181 x 40 pixels	181 x 56 pixels
# rows x characters (approximate)	~ 2 x 18	~ 3 x 26	~ 4 x 26
# Chinese characters (12x12 pixels per character)	2 x 10	3 x 14	4 x 14
Permanently-labelled feature buttons: Speaker, Mute, Volume, Avaya Menu, Hold, Conference, Transfer, Drop, Redial	Yes	Yes	Yes
Permanently-labelled feature buttons: Headset, Phone, Call Log, Contacts, Voicemail Message	No	Yes	Yes
Permanently-labelled Navigation Cluster (Up/Down, Left/Right, OK)	No	Yes	Yes
Message Waiting Indicator	Yes	Yes	Yes
Administrable Buttons	3	8	16
Contextual softkey buttons	No	3	3
Button Module 32 supported	No	No	Yes
Headset supported	No	Yes	Yes
2-way speakerphone	Yes	Yes	Yes
2-wired line interface	Yes	Yes	Yes
Call Control Protocol	DCP	DCP	DCP
Codecs	G711	G711	G711

About Avaya

Avaya is a leading, global provider of customer and team engagement solutions and services available in a variety of flexible on-premise and cloud deployment options. Avaya's fabric-based networking solutions help simplify and accelerate the deployment of business critical applications and services. For more information, please visit www.avaya.com.

Key Features	1403	1408	1416
Avaya Aura™ Communication Manager			
Alias on Communication Manager 5.2.1 and above	-	2410	2420
Native support on Communication Manager 6.0	-	Yes	Yes
Full access to Communication Manager call appearances and features	-	Yes	Yes
Line appearance/feature key buttons	-	8	16
Contacts and Call Log application	-	Yes	Yes
Avaya IP Office			
Native support on IP Office R6.0	Yes	Yes	Yes
Full access to IP Office call appearances and features	Yes	Yes	Yes
Line appearance/feature key buttons	3	8	16
Centralized Contacts and Call Log application	No	Yes	Yes
IP Office feature menu with status indication	No	Yes	Yes
Support of IP Office Hot Desking	Yes	Yes	Yes
Avaya Integral Enterprise			
Support with E07, IEE2 and above	-	Yes	Yes
Partner/feature/short dial key buttons	-	8	16

Learn More

With more than 100 years as a leader in communications, Avaya can help your company maximize productivity with the communications solutions specific to the needs of your workforce.

To learn more about the 1400 Series Digital Deskphones, contact your Avaya Account Manager, Avaya Authorized partner or visit avaya.com for white papers, case studies and other information showcasing Avaya solutions in action.



1408 Digital Deskphone



The Avaya 1408 Digital Deskphone is available in a global model. English language text on the faceplate has been removed. Contact your Avaya Account Manager or Avaya authorized partner for details.

© 2016 Avaya Inc. All Rights Reserved.

Avaya and the Avaya logo are trademarks of Avaya Inc. and are registered in the United States and other countries. All other trademarks identified by ®, TM, or SM are registered marks, trademarks, and service marks, respectively, of Avaya Inc. Other trademarks are the property of their respective owners.
09/16 • LB4440-03

 Provide feedback for this document

An IP Office Solution for
Key West Utilities

Key West, Florida

Presented by:

Billy Wing
AT&T

13450 W Sunrise Blvd
Suite 602
Sunrise, FL 33323
954-240-3386



Equipment Summary

IP Office Phone System

- AVAYA IP Office 500 V2 R10(Wall Mounted)
- 6 - Avaya 1408 Digital Telephone
- Configured to support up to 4 Analog Trunks
- Includes Avaya Essential Edition Software with 2 ports of voicemail
- Automated Attendant for call routing and announcements
- Up to 10 Voicemail Boxes
- Automatic Call Distribution
- Comprehensive Phone System Features
 - Paging
 - Music on hold
 - Conferencing
 - Extensions
 - Custom speed dial
 - High Quality Speaker Phone
 - Transfer
 - Much More
- IP Office administration Software for PC
- AT&T Managed Installation Project
- Complete end user training and on site programming
- Installation, Programming and Training performed by Avaya-certified technician.



Financial Snapshot

Avaya IP Office Solution priced with AT&T Installation, Programming, Training and 1 year of IP Office Support Services :

- **Purchase Price: \$4,663.20**
- **AT&T Maintenance: \$500/year(Optional)-includes all time, materials and AT&T Truck rolls for any repair issue**
- **AT&T Capital \$1 Purchase Leasing Option for \$4,663.20:**

Lease Term	Fair Market Value (ATTCS retains title)	\$1/Finance (Customer would own)
12 Months	\$365.38	\$404.23
24 Months	\$189.31	\$210.21
36 Months	\$132.83	\$141.23
48 Months	\$109.28	\$109.93
60 Months	\$93.98	\$91.69

Why Avaya

Avaya is a global leader in business communications systems. The company provides unified communications, contact centers, and related services directly and through its channel partners to leading businesses and organizations around the world. Enterprises of all sizes depend on Avaya for state-of-the-art communications that improve efficiency, collaboration, customer service and competitiveness.

Avaya's unique combination of communications applications, software and services helps companies simplify complex communications and integrate with technologies from other vendors, enabling customers to unlock value and potential from their network. By embedding communications into the operations of an enterprise, Avaya helps improve the way organizations work – making people more productive, processes more flexible and customers more satisfied.

Avaya focuses on these major businesses

- **Unified Communications** – Avaya's unified communications solutions help companies increase employee productivity, improve customer service and reduce costs by integrating multiple forms of communications, including telephony, e-mail, instant messaging and video all across multivendor networks. With Avaya unified communications, customers can communicate effectively regardless of location or device. Avaya's open, standards-based UC software and hardware are widely recognized as the most reliable, secure and comprehensive offerings in the industry.
- **Contact Centers** – Avaya is the global leader in the contact center market. Avaya offers highly reliable, scalable communications solutions that improve customer service and help companies compete more effectively. Avaya's contact center solutions include intelligent routing, self-service and proactive contact applications that drive effective communications and transactions with customers. In addition, Avaya's analytics and reporting solutions provides companies with detailed customer information that improves profitability and customer retention.
- **Avaya Global Services** – Avaya Global Services evaluates, designs, implements and manages enterprise communications networks for superior business results. Avaya's consulting and implementation services are backed by approximately 7,000 employees worldwide; 34 global delivery support centers; and unique, patented design and management tools.
- **Small & Medium Enterprise Communications** – Avaya's Small and Medium Enterprise Communications unit is focused on enterprises with up to 250 employees. The company offers complete solutions that bring together telephony, messaging, networking, conferencing, and customer management designed for the requirements of small and medium enterprises. The products and services are sold primarily through Avaya's global channel partners.
- **Data Networking** – Avaya's Data Networking portfolio offers the reliable, secure, end-to-end solutions needed to fully use real-time communications, delivering world-class performance and superior return on investment. Avaya's diverse data portfolio is committed to delivering innovative technology, energy-efficient hardware, and improving the effectiveness of business by creating a simpler and more effective network. Organizations should never be constrained by their networks, and Avaya's proven data solutions ensure the network is accepted and valued as a genuine real-time communications enabler.

Key Avaya Facts

- Avaya employs approximately 20,000 people worldwide, including 3,400 research and development professionals.
- Avaya has approximately 5,100 patents or patents pending, and about 10,000 channel partners worldwide.

Avaya consistently is recognized as a global leader by industry and technology experts and has achieved worldwide leadership positions in the following:

- No. 1 in Worldwide Unified Communications and Telephony Systems¹
- No. 1 in Worldwide Contact Center²
- No. 1 in Worldwide Enterprise Messaging³
- No. 1 in Worldwide Audio Conferencing⁴
- No. 1 in Worldwide Hardware Maintenance and Software Support Services⁵

Additionally, Gartner places Avaya in the Leaders Quadrant based on its completeness of vision and ability to execute:

- Leaders Quadrant in Gartner Magic Quadrant for Corporate Telephony, Worldwide, 2016⁶
- Leaders Quadrant in Gartner Magic Quadrant for Unified Communications, Worldwide, 2016⁷
- Leaders Quadrant in Gartner Magic Quadrant for Contact Center Infrastructure, Worldwide, 2016⁸

Sources: ¹Dell'Oro Group, Enterprise Telephony Report, 4Q09, February, 2010; ²Gartner Inc., Market Share, Contact Center: Worldwide, 2009, Drew Kraus, March, 2010; ³T3i Group, InfoTrack for Converged Applications, Full Year 2008, Messaging, May, 2009; ⁴MZA, Ltd., The World UC Applications Market, 2009 Edition, June, 2009; ⁵Intellicom Analytics, Services Market Dashboard, YE 2009 Global Lifecycle Services Market Workbook, February, 2010; ⁶Gartner Magic Quadrant for Corporate Telephony, Worldwide, 2009, August, 2009; ⁷Gartner Magic Quadrant for Unified Communications, September, 2009; ⁸Gartner Magic Quadrant for Contact Center Infrastructure, Worldwide, February, 2010.

The Magic Quadrant is copyrighted 2008 by Gartner, Inc. and is reused with permission. The Magic Quadrant is a graphical representation of a marketplace at and for a specific time period. It depicts Gartner's analysis of how certain vendors measure against criteria for that marketplace, as defined by Gartner. Gartner does not endorse any vendor, product or service depicted in the Magic Quadrant, and does not advise technology users to select only those vendors placed in the "Leaders" quadrant. The Magic Quadrant is intended solely as a research tool, and is not meant to be a specific guide to action. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

Avaya and the Avaya Logo are trademarks of Avaya Inc. and are registered in the United States and other countries. All trademarks identified by the ®, TM, or SM are registered marks, trademarks, and service marks, respectively, of Avaya Inc. All other trademarks are the property of their respective owners. Avaya may also have trademark rights in other terms used herein. References to Avaya include the Nortel Enterprise business, which was acquired as of December 18, 2009.

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



AT&T
AT&T CUSTOMER CARE CENTER
250 SO. CLINTON - 4TH FLOOR
SYRACUSE, NY 13202

MONTHLY INVOICE

KW RESORT UTILITIES CORP
6630 FRONT ST
KEY WEST FL 33040-6050

Billing Number: CQ TF8584 01 001
Account Number: [REDACTED]
Invoice Number: 1699701892 ORIGINAL

Invoice Date: 11-01-17
For billing inquiries: 1-877-212-9500
To place an order: 1-877-212-9500
For repair service: 1-800-344-5100

New Charges	Monthly Charges 11-01 through 11-30:	\$ 0.00	
	Prorated Charges/Credits:	\$ 0.00	
	One-Time or Other Charges/Credits:	\$ 0.00	
	Total Charges:		\$ 0.00
	Federal Excise Tax:	\$ 0.00	
	State/Local Taxes and Surcharges:	\$ 0.00	
	Total Taxes and Surcharges on Charges:		\$ 0.00
	Total Charges, Taxes, and Surcharges:		\$ 0.00
Balance Brought Forward	Balance as of Last Monthly Invoice:	\$1,053.88	
	Payments Received:	\$ 0.00	
	Other Charges and Adjustments:	\$ 15.86	
	Balance Brought Forward:		\$1,069.74
Remittance Amount			Total Payable Upon Receipt: \$1,069.74

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document



KW RESORT UTILITIES CORP
6630 FRONT ST
KEY WEST FL 33040-6050

Account Number: [REDACTED]
Invoice Number: 1699701892
Inquiry Center: USG00700
Telephone Number: 1-877-212-9500

Address Correction: Please remit payments to:

AT&T
PO BOX 5019
CAROL STREAM IL 60197-5019

Invoice Date: 11-01-17

Amount Due: \$1,069.74

Amount Enclosed:



THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY



KW RESORT UTILITIES CORP

Payments, Other Charges and Adjustments

Page Number: 2 Last

Billing Number: CO TE8564 01 001
Account Number: [REDACTED]
Invoice Number: 1699701892 ORIGINAL
Invoice Date: 11-01-17

Item No	Adj. Date	Reference Number	Description	Adjustment to Charges	Adjustment to Taxes	Total Adjustments
---------	-----------	------------------	-------------	-----------------------	---------------------	-------------------

Other Charges and Adjustments

000001	11-01-17	910003114105	LATE PAYMENT INTEREST	\$15.86		\$15.86
--------	----------	--------------	-----------------------	---------	--	---------

Total Other Charges and Adjustments:

\$15.86	\$0.00	\$15.86
---------	--------	---------



Key West Golf Club 6450
E. Jr. College Rd. Key
West, Florida 33040

Invoice Date: October 13th, 2017

Bill to: KW Resort Utilities Corp.
6630 Front St
Key West, FL 33045

Month to Month Office Lease

Re:

Amount due: \$1000 plus sales tax total due (\$1075 per month)

To include: private office, utilities included (except phone), security system alarm and cameras, separate men and women's bathrooms, storage, parking for employees and business associates conducting business in the office which is ADA compliant.

If you have any questions please give me a call,

Sincerely,

Doug Carter
Key West Golf Club

**COSTS FOR A TEMPORARY CONSTRUCTION TRAILER AND RENTAL OFFICE SPACE
DUE TO KWRU'S OFFICE BEING DAMAGE AND DEEMED UNINHABITABLE AFTER HURRICANE IRMA**



This Offer Created For:
Kw Resort Utilities Corp
1465890

Date: 10/10/2017
Offer #: 302407
Offer Expires: 12/9/2017

800-523-7918

Customer Billing Address

Kw Resort Utilities Corp
6630 Front St
Key West, FL 33040
Contact : null Greg
Phone : (305)304-2086
Email : greg@kwru.com
PO No :
Project No :
Project Name:

ModSpace Service Center

FL-Miami
5000 NW 72nd Avenue
Miami, FL 33166
Contact: Jacqueline Tague
Phone : (866)322-0120 X 20859
Fax : 610-232-1210
Email : jacqueline.tague@modspace.com

Delivery Address

6630 Front St
Key West, FL 33040

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: SNGL1260				
Asset #: 12x60 Standard Office				
Quantity	Term	Frequency	Rental Each	Monthly Rental
1	6	Monthly	\$400.00	\$400.00
Total Monthly Rental:				\$400.00
Additional Items				
Quantity	Description		Rental Each	Rental Total
1	Personal Property Expense		\$24.00	\$24.00
2	Step Rental		\$45.00	\$90.00
Total Additional Monthly Items:				\$114.00
Delivery, Installation & Removal (One-Time Items)				
Quantity	Service Description		Each	Total
<u>Delivery</u>				
1	Transportation of Building		\$1,525.00	\$1,525.00
<u>Installation</u>				
1	Block, Level & Anchor		\$955.00	\$955.00
<u>Other</u>				
3	Engineered Drawings		\$50.00	\$150.00
Total Delivery and Installation:				\$2,630.00
<u>Remove</u>				
1	Unblock		\$333.00	\$333.00
<u>Return Delivery</u>				
1	Transportation of Building		\$1,525.00	\$1,525.00
Total Removal:				\$1,858.00
Total Monthly Rental:				\$514.00
Total Monthly Tax:				\$38.55
Total Monthly Amount:				\$552.55
Total One-Time Amount:				\$4,488.00
Total Tax on One-Time Items:				\$325.37
Total Amount Including 6 Month(s) Rent, Taxes, Delivery, Installation & Removal*:				\$8,128.67

*Unit has sink * out side of bathroom.*

COSTS FOR A TEMPORARY CONSTRUCTION TRAILER AND RENTAL OFFICE SPACE DUE TO KWRU'S OFFICE BEING DAMAGE AND DEEMED UNINHABITABLE AFTER HURRICANE IRMA



This Offer Created For: Kw Resort Utilities Corp 1465890

Date: 10/10/2017 Offer #: 302407 Offer Expires: 12/9/2017

860-523-7918

Customer Billing Address

Kw Resort Utilities Corp 6630 Front St Key West, FL 33040 Contact : null Greg Phone : (305)304-2086 Email : greg@kwru.com PO No : Project No : Project Name:

ModSpace Service Center

FL-Miami 5000 NW 72nd Avenue Miami, FL 33166 Contact: Jacqueline Tague Phone : (866)322-0120 X 20859 Fax : 610-232-1210 Email : jacqueline.tague@modspace.com

Delivery Address

6630 Front St Key West, FL 33040

* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. *

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable: No Badging or Access Requirements Applicable: No Union Labor: No

Have everything you need to succeed?

Our wide range of support products and services make you more productive from Day 1. Here are few additional options:

Table with 4 columns: Initial, Description, Frequency, Quantity, Amount (each/item). Rows include Insurance US-Damage Waiver, Insurance US-Optional General Liability, Modification-Door Bar Installation, Modification-Security Screen Installation, VAP Furniture-Folding Table Rental, and VAP Furniture-Stack Chair Rental.

**COSTS FOR A TEMPORARY CONSTRUCTION TRAILER AND RENTAL OFFICE SPACE
DUE TO KWRU'S OFFICE BEING DAMAGE AND DEEMED UNINHABITABLE AFTER HURRICANE IRMA**



This Offer Created For:
Kw Resort Utilities Corp
1465890

Date: 10/10/2017
Offer #: 302407
Offer Expires: 12/9/2017

Installation items based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply. Additional items will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.


This Offer is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for sixty (60) days from the date of this Offer and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Unless otherwise stated herein, all site services are to be performed by non-union labor at non-prevailing wage. Customer is to provide clear and unobstructed access for delivery and installation of the equipment by standard mobile transport delivery. Customer is responsible for site preparation including, without limitation, site preparation, grade alterations, water and snow removal, providing firm and level ground and the identification and relocation of utility lines prior to ModSpace's arrival at the site. ModSpace shall not be responsible for and assumes no liability for the fitness or adequacy of the site, including availability, relocation, or mark-out of utilities. Any Value Added Products or Services ("VAPS"), including, without limitation, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, steps or ramps quoted by ModSpace are provided strictly as a matter of convenience to the Customer. The Customer understands and agrees that ModSpace only serves as a billing agent for the third party vendor of the VAPS and assumes no liability therefor. By signing below, customer accepts the terms of this offer, leases the equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the ModSpace Lease Agreement. Such lease, and customer's agreement thereto, is subject to ModSpace's standard terms and conditions located at <http://www.modspace.com/resources/document-library>. Customer may request a copy of the terms and conditions from a ModSpace representative. If customer has previously executed a master agreement with ModSpace, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease Agreement shall carry no force or effect except as an instrument of billing.

**COSTS FOR A TEMPORARY CONSTRUCTION TRAILER AND RENTAL OFFICE SPACE
DUE TO KWRU'S OFFICE BEING DAMAGE AND DEEMED UNINHABITABLE AFTER HURRICANE IRMA**



This Offer Created For:
Kw Resort Utilities Corp
1465890

Date: 10/10/2017
Offer #: 302407
Offer Expires: 12/9/2017

By:	 (Authorized Customer Signature)	By:	_____
Print Name:	<u>Christopher A. Johnson</u>	Print Name:	_____
Title:	<u>President</u>	Title:	_____
Date:	<u>10. 11. 2017</u>	Date:	_____
Purchase Order #:	<u>Hurricane Irma</u>		
Job Name:	<u>Office Replacement</u>		

Tax Exempt: Yes _____ or No X

If Yes, Please issue the certificate to Modular Space Corporation and return with the signed offer or contract.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS AND LIENS OF, BANK OF AMERICA, N.A., AS AGENT, PURSUANT TO THAT CERTAIN FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, DATED AS OF MARCH 2, 2017, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS AGENT, AND THE LENOERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

**COSTS FOR A TEMPORARY CONSTRUCTION TRAILER AND RENTAL OFFICE SPACE
DUE TO KWRU'S OFFICE BEING DAMAGE AND DEEMED UNINHABITABLE AFTER HURRICANE IRMA**



Date: 10/10/2017

Offer #: 302407

If providing your own insurance you must supply your agency information below:

I (the lessee) have insurance in accordance with section 9 of the lease agreement. I will deliver the required certificates of insurance to ModSpace prior to delivery of the leased equipment. Modular Space Corporation must be listed as "Additional Insured" with \$1,000,000 minimum liability coverage & "Loss Payee" to include the full insurance value. If I fail to deliver the required insurance certificates prior to delivery, I understand that Modular Space Corporation has the right to add both the Optional General Liability and Damage Waiver Program to my lease.

Agency Name: C&C Consultants

Phone: 888-494-9844

Signature:



Information Technology Solutions, LLC

ITS Key West
 PO Box 4193
 Key West, Florida 33041

Office Telephone: **305.897.6512**
 Email: **itskeywest@outlook.com**
 Website: **www.itskeywestfl.com**

Company: KW Resort Utilities Corp
 Contact: Christopher Johnson
 Address: 6630 Front Street
 City: Key West
 Email: chrnsw@bellsouth.net

State: FL
 Zip: 33040
 Website: www.kwru.com

ESTIMATE

Doc Number: 1710026
 Date: October 26, 2017
 Consultant: Herbert Ramirez

Telephone: (305) 295-3301
 Mobile: (305) 522-0052
 Fax: (305) 295-0143

September 5, 2017, 10:00-11:00 am – Hurricane Storm prep	1 HOUR	\$95.00
September 21, 2017, 2:30-4:30 pm – ATT circuit install	2 HOURS	\$190.00
September 25, 2017, 3:00-4:00 pm – Water alarm system IP address change	1 HOUR	\$95.00
October 9, 2017, 9:00-10:30 am – Comcast changed Network system which caused alarm system IP number to change; corrected issue	1.5 HOURS	\$142.50
October 13, 2017, 2:30-5:00 pm – Move Admin Computers to Golf Course Installed Network cables of varying lengths to connect workstations to network	2.5 HOURS	\$237.50 \$32.25
October 16, 2017, 1:00-3:00 pm – Connected printer to Network	2 HOURS	\$190.00
October 18, 2017, 9:00-10:30 am – After my phone call with Angela (ATT) the previous day, Chris & I formulated the technical plan to move forward with ATT circuit. Requested ATT conference call to discuss plan	1.5 HOURS	\$142.50
October 18, 2017, 3:00-5:00 - ATT conference call; removed workstation off of server network to create direct access to printer	2 HOURS	\$190.00
October 23, 2017, 1:00-2:30 – Connected copier to Network Installed Network switch	1.5 HOURS	\$142.50 \$75.25
<u>Summary of ATT contact via voice, text and email & document review: October 13 –October 25, 2017 - 2.0 HOURS</u>		<u>\$190.00</u>
		TOTAL: \$1,722.50

ESTIMATED WORK TODAY:

October 26, 2017, - Greg asked for fiber-damage check after new trailer was delivered (ESTIMATED 1.5 HOURS) TOTAL : \$142.50

FUTURE ATT WORK:

Dual -band router system to utilize ATT & Comcast as redundancy		
EQUIPMENTCHARGE: Dual -band router:		\$752.50
Network switch:		\$301.08
Cabling, misc.:		\$161.25
BILLABLE HOURS: 16 hours (2-8 hours days) -		\$1520.00
PHONE SYSTEM PROGRAMMING: 8 hours (depending on system) -		\$760.00
ADMIN MOVE TO PERMANENT LOCATION: 8 hours (Network configuration for workstations, printers and copier) -		\$760.00
<u>15% added based on future shipping costs, market equipment price changes and unforeseen labor circumstances</u>		<u>\$638.25</u>
		TOTAL: \$5531.28

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

ITS Key West LLC Invoices are due upon receipt. Additional fees may apply if Payment has not been received with 5 working days, unless prior payment arrangements have been made. An ITS Key West LLC Proposal is a Project Estimate based on information gathered at the time it was created and is valid for 10 working days after it is received. The labor and equipment costs may vary during the physical installation. At any time during the project, ITS Key West Technicians may encounter extenuating circumstances which may alter the initial Project Totals. If these circumstances change the Project Totals by more than 20% the client will be notified immediately and a revised estimate will be issued for the client's approval. ITS Key West requires a deposit to begin work on any Project. Receipt of the Deposit indicates Project Proposal acceptance. Client is responsible for the Balance Due upon Project completion. Any equipment returns will be subject to ITS Key West 15% restocking fees. Not responsible for Data loss due to customer equipment failure and or lack of current Operating Systems (OS) & Data backups. Regular Business hours for Services are from 8am to 6pm Monday - Saturday, unless arrangements are made in advance. Service Call response time is within 24hours. Service Call Rate is \$95 per hour. Emergency Service Call response time is within 2 hours. Emergency Service Call Rate incurs an additional \$47.50 per hour. Emergency Services are any that preempt an already scheduled appointment during Regular Business hours or after 8pm Monday - Saturday, Sundays & Holidays.



Information Technology Solutions, LLC

ITS Key West
 PO Box 4193
 Key West, Florida 33041

Office Telephone: **305.897.6512**
 Email: **itskeywest@outlook.com**
 Website: **www.itskeywestfl.com**

INVOICE

Doc Number: 17100003
 Date: October 27th, 2017
 Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
 Contact: Christopher Johnson
 Address: 6630 Front Street
 City: Key West
 Email: chris@kwru.com

Telephone: (305) 295-3301
 Mobile: (305) 522-0052
 Fax: (305) 295-0143

State: FL Zip: 33040
 Website: www.kwru.com

HARDWARE, SOFTWARE, AND MATERIALS				PROJECT LABOR ESTIMATE				
JOB DETAILS & ITEMS DESCRIPTIONS		TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
1.	09/05/17, 10:00-11:00 am – Hurricane Storm prep.				\$95.00	10	\$95.00	\$95.00
2.	09/24/17, 02:30-4:30 pm – ATT circuit install.				\$95.00	2.0	\$90.00	\$90.00
3.	09/25/17, 03:00-4:00 pm – Water alarm system IP address change.				\$95.00	1.0	\$95.00	\$95.00
4.	10/09/17, 09:00-10:30 am – Comcast changed Network system which caused alarm system IP number to change; corrected issue.				\$95.00	1.5	\$42.50	\$42.50
5.	10/13/17, 02:30-5:00 pm – Move Admin Computers to Golf Course; Installed Network cables of varying lengths to connect workstations to Network.	\$30.00	1	\$30.00	\$95.00	2.5	\$237.50	\$267.50
6.	10/16/17, 01:00-3:00 pm – Connected printer to Network.				\$95.00	2.0	\$90.00	\$90.00
7.	10/18/17, 09:00-10:30 am – After my phone call with Angela (ATT) the previous day, Chris & I formulated the technical plan to move forward with ATT circuit. Requested ATT conference call to discuss plan.				\$95.00	1.5	\$42.50	\$42.50
8.	10/18/17, 03:00-5:00 - ATT conference call; removed workstation off of server network to create direct access to printer.				\$95.00	2.0	\$90.00	\$90.00
9.	11/23/17, 01:00-2:30 – Connected copier to Network; Installed Network Switch.	\$70.00	1	\$70.00	\$95.00	1.5	\$42.50	\$212.50
10.	10/13-25/17, Summary of ATT contact via voice mail, text, email & document review.				\$95.00	2.0	\$90.00	\$90.00
				\$100.00		17.0	\$1,615.00	\$1,715.00
							Tax:	\$7.50
							Shipping:	
							Total:	\$1,722.50

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

ITS Key West LLC Invoices are due upon receipt. Additional fees may apply if Payment has not been received within 5 working days, unless prior payment arrangements have been made. An ITS Key West LLC Proposal is a Project Estimate based on information gathered at the time it was created and is valid for 10 working days after it is received. The labor and equipment costs may vary during the physical installation. At any time during the project, ITS Key West Technicians may encounter extenuating circumstances which may alter the initial Project Totals. If these circumstances change the Project Totals by more than 20% the client will be notified immediately and a revised estimate will be issued for the client's approval. ITS Key West requires a deposit to begin work on any Project. Receipt of the Deposit indicates Project Proposal acceptance. Client is responsible for the Balance Due upon Project completion. Any equipment returns will be subject to ITS Key West 15% restocking fees. Not responsible for Data loss due to customer equipment failure and/or lack of current Operating Systems (OS) & Data backups. Regular Business hours for Services are from 8am to 6pm Monday - Saturday, unless arrangements are made in advance. Service Call response time is within 24 hours. Service Call Rate is \$95 per hour. Emergency Service Call response time is within 2 hours. Emergency Service Call Rate incurs an additional \$47.50 per hour. Emergency Services are any that preempt an already scheduled appointment during Regular Business hours or after 8pm Monday - Saturday, Sundays & Holidays.



Information Technology Solutions, LLC

ITS Key West
 PO Box 4193
 Key West, Florida 33041

Office Telephone: **305.897.6512**
 Email: **itskeywest@outlook.com**
 Website: **www.itskeywestfl.com**

INVOICE

Doc Number: 171000011
 Date: October 30, 2017
 Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
 Contact: Christopher Johnson
 Address: 6630 Front Street
 City: Key West
 Email: chris@kwru.com

Telephone: (305) 295-3301
 Mobile: (305) 522-0052
 Fax: (305) 295-0143

State: FL Zip: 33040
 Website: www.kwru.com

HARDWARE, SOFTWARE, AND MATERIALS			PROJECT LABOR ESTIMATE				
JOB DETAILS & ITEMS DESCRIPTIONS	TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
1. 10/26/17, 04:00pm-05:30 pm – Check Fiber for possible damage after new trailer was delivered. Also tested AT&T internet connection to whether or not it would handle Voice over IP connection. It's was successful.				\$95.00	15	\$142.50	\$142.50
2.							
3.							
4.							
5.							
6.							
			\$0.00		1.5	\$142.50	\$142.50
						Tax:	\$0.00
						Shipping:	
						Total:	\$142.50

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

ITS Key West LLC Invoices are due upon receipt. Additional fees may apply if Payment has not been received with 5 working days, unless prior payment arrangements have been made. An ITS Key West LLC Proposal is a Project Estimate based on information gathered at the time it was created and is valid for 10 working days after it is received. The labor and equipment costs may vary during the physical installation. At any time during the project, ITS Key West Technicians may encounter extenuating circumstances which may alter the initial Project Totals. If these circumstances change the Project Totals by more than 20% the client will be notified immediately and a revised estimate will be issued for the client's approval. ITS Key West requires a deposit to begin work on any Project. Receipt of the Deposit indicates Project Proposal acceptance. Client is responsible for the Balance Due upon Project completion. Any equipment returns will be subject to ITS Key West 15% restocking fees. Not responsible for Data loss due to customer equipment failure and or lack of current Operating Systems (OS) & Data backups. Regular Business hours for Services are from 8am to 6pm Monday - Saturday, unless arrangements are made in advance. Service Call response time is within 24 hours. Service Call Rate is \$95 per hour. Emergency Service Call response time is within 2 hours. Emergency Service Call Rate incurs an additional \$47.50 per hour. Emergency Services are any that preempt an already scheduled appointment during Regular Business hours or after 6pm Monday - Saturday, Sundays & Holidays.

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON
DOCKET NO.: 0170141-SU
COMPOSITE EXHIBIT CAJ-18
WASTEWATER PLANT MAIN STANDBY GENERATOR RENTAL
Page 1 of 5



Pantropic Power, Inc.
 One Source, One Cost, One Solution
 www.pantropic.com
 8205 NW 58th ST
 Miami, FL 33166

Contract For: Chris A. Johnson
 KW Resort Utilities
 6630 Front Street
 Key West, FL 33040
 Phone 505-295-3301
 Cell 305-522-0052
 Email: chris@kwru.com
 Comments or Special Instructions:

JOBSITE: Same
 Name:
 Address:

DATE 10/3/2017
 Contract # RAG10032017-1
 Customer Acct. #:
 Contract valid until: 11/2/2017

Roberto Garcia
 Email: Roberto_Garcia@pantropic.com
 Phone: (305) 592-4944, ext. 3022
 Fax: (305) 675-3163
 Cell: (305) 970-5902

COI to be provided before release of equipment.

Needs unit ASAP


START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
10/3/2017	MONTHLY	10/31/2017	Standby (0 hrs)	Yes	Yes	CC

QUANTITY	Item ID	DESCRIPTION	Additional Description	UNIT PRICE	AMOUNT
1	XQ800_NC	800 KW Generator, internal 1250 g fuel tank. Fuel consumption is 40.2 g/hr at 3/4 load. We reserve the right to upsize the generator due to availability at same price Voltage set to 480 volts, 3 phase.		\$ 10,000.00	\$ 10,000.00
24	4 Odd 50 Ft	4/0 50' Cam Lok Cable	Total 100 feet	\$ 60.00	\$ 1,440.00
12	4 Odd Female Lugged	4/0 Female Lugged Pigtail		\$ 12.00	\$ 144.00
12	4 Odd Male Bare	4/0 MB Pigtail		\$ 12.00	\$ 144.00
	Loss Waiver	Loss Waiver		14%	
	Rental_Evf	Environmental Fee		1%	\$ 100.00
	Rental_Fue	Fuel Charge			\$ -
	Re_Trans_E	Rental Transport External	R/T to and from Job Site	\$ 1,295.00	\$ 1,295.00

*Notes: Included in the price is 20 hours of run time per month, for testing and exercising the equipment.

SUBTOTAL	\$ 13,123.00
TAX RATE	7%
SALES TAX	\$ 827.96
OTHER	\$ -
1st MONTH TOTAL	\$ 13,950.96
SUBSEQUENT MONTHS TOTAL	\$ 12,655.96

Roberto Garcia
 Rental Sales

Customer Signature (Required): 
 Printed Name: Christopher Johnson
 Date: 10.12.2017
 PO #: Hurricane Replacement Gen.

General Terms & Conditions

1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).
5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service ___ Yes, No, if Yes, please provide initial_____.
6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, FL.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment liened or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR ARISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.



Pantropic Power, Inc.
 8205 NW 58th ST.
 Miami, FL 33166,
 Phone: 305-592-4944
 www.pantropic.com

Credit Card Authorization Form

(VISA OR MASTERCARD ONLY)

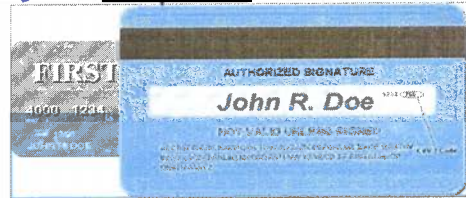
Christopher Johnson, by executing this agreement, unconditionally authorizes Pantropic Power, Inc. to charge/credit the following credit card:

VISA MasterCard

Credit Card Number: [REDACTED]

Expiration Date: [REDACTED] (MM/YY)

CW 2 Code: [REDACTED] (example on the right)



Cardholder's Billing Address:

Street Address: 1212 Von Phister St
 City: Key West State/Province: FL Zip/Postal Code: 33040
 Billing Area Code and Telephone Number: 305 522-0052

I certify that the above statements and information made in the agreement are true and correct to the best of my knowledge. I also certify that I am authorized to effect charges to the above credit card number.

[Signature]
 Cardholder's Authorized Signature

10-12-2017
 Date

Please, Return Via Fax Number: Chris@kwrw.com Attention: Chris Johnson

OFFICE USE ONLY:

Customer Account Number: _____

AMOUNTS: Total Amount Not To Exceed: _____

Initial Deposit: _____

Amount: _____	DOC/WO/INV Number: _____
Amount: _____	DOC/WO/INV Number: _____
Amount: _____	DOC/WO/INV Number: _____
Amount: _____	DOC/WO/INV Number: _____
Amount: _____	DOC/WO/INV Number: _____
Amount: _____	DOC/WO/INV Number: _____

Second: _____ Third: _____

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON
DOCKET NO.: 0170141-SU
COMPOSITE EXHIBIT CAJ-18
WASTEWATER PLANT MAIN STANDBY GENERATOR RENTAL
Page 4 of 5



ONE SOURCE-ONE CALL-ONE SOLUTION™
 www.PantropicPower.com

Ft. Lauderdale Ft. Myers Miami Stuart West Palm Bch
 954-797-7972 239-337-4222 305-592-4944 772-692-3442 561-640-0818

Invoice

Invoice No.: R004702
 Invoice Date: 11/8/2017
 Customer No.: XXXXXXXXXX
 Payment Terms ..:
 Order No: CREDIT CARD
 Invoice Due Date ..: 11/8/2017
 Invoice Amount: 12,612.68

Sold To: KW Resort Utilities Corp
 6630 Front St
 Key West FL 33040-6050

Ship To: KW Resort Utilities Corp
 6630 Front St
 Key West FL 33040-6050

Jobsite	Customer Contact Name	Customer Contact No.
	Chris Johnson	305-295-3301

Contact	Phone No.	Division
Clements, Kimmy D.		Rental
Contract No	From	To
RC02363	11/10/2017	12/7/2017

Make	Model	Serial No.	ID No.	Rate Type	Fee Type	Note	Amount
CAT	XQ800_NC	N1B00352	EQ014763	Standby	Rental fee		10,000.00
	4_Odd_50_Ft			Standby	Rental fee		1,440.00
	4_Odd_Female_Lugged			Standby	Rental fee		144.00
	4_Odd_Male_Bare			Standby	Rental fee		144.00
					Environmental fee		100.00

Invoice Notes : 2nd Month Rental Invoice Paid in Full with Credit Card on file.

****Thank You****
 Any Comments/Suggestions visit www.pantropic.com

Total	11,828.00
Sales tax	784.68

Remit Payment To: Attn: A/R
 8205 NW 58 St
 Miami FL 33166

Invoice amount **12,612.68**

Pantropic Power Inc.
8205 NW 58 STREET
Miami Florida 33166
305-592-4944

Customer information

Street: 1212 Von Phisterst
Zip code: 33040

Cardholder Signature

Christopher Johnson

Transaction information

MOTO
Date: 11/10/2017 8:51 AM
Merchant ID: 12520318
Terminal ID: 00000001
Invoice No.: 4002452-R004702
Amount: \$12,612.68
Card Number: XXXXXXXXXX
Response Msg: Approved
Auth Code: 26171J
Auth Mode: Issuer
Processed as: MASTERCARD
Entry Method: Manual
Trace No.: 001468883134
Reference No.: 1468883134
Match AVS: Match Y
Match ZIP: Match Y
Match CVV: Match M
Client ID: 4002452
User ID: Ianies

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).

Merchant / Customer Copy

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON
DOCKET NO.: 0170141-SU
EXHIBIT CAJ-19
TOW BEHIND GENERATOR RENTAL
 Page 1 of 4



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

7420510 K8

INVOICE NO.	72107622-0001
ACCOUNT NO.	
INVOICE DATE	9/21/17
PAGE 1 of 1	

INVOICE TO

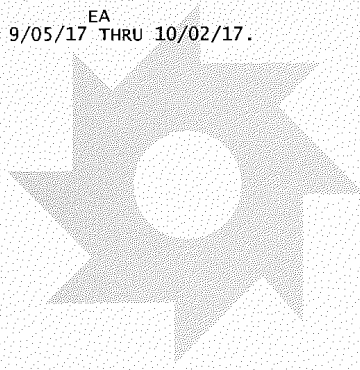
1oz - 3313 - 3989
 KW RESORT UTILITIES CORP
 PO BOX 2125
 KEY WEST FL 33045-2125



JOB ADDRESS
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 305-295-0309

RECEIVED BY	CONTRACT NO.
WRIGHT, GREG	72107622
PURCHASE ORDER NO.	
GREG WRIGHT	
JOB NO.	
1 - CUSTOMER PICKUP	
BRANCH	
KEY WEST PC352 5565 SECOND AVE STOCK ISLAND, FL 33040-5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 HR OUT: 4735.400 HR IN: TOTAL: 4735.400	250.00	250.00	575.00	1550.00	1550.00
SALES ITEMS:						Rental Sub-total: 1550.00
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL ENVIRONMENTAL	EA	38.750			38.75
1	RENTAL PROTECTION PLAN BILLED FOR FOUR WEEKS 9/05/17 THRU 10/02/17.	EA				232.50



hurricane

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL	1,821.25
SALES TAX	119.16
INVOICE TOTAL	1,940.41

4 WEEK BILL



PC#: 0352
 5565 SECOND AVE
 STOCK ISLAND, FL 33040-5945
 305-296-2617

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
 Typed By: MWERNER

Job Site:
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945

 C#: 305-295-3301 J#: 305-295-0309

RENTAL OUT



Customer: 569243
 KW RESORT UTILITIES CORP
 P.O. BOX 2125
 KEY WEST, FL 33045

Contract #.. 72107622
 Contract dt. 9/05/17
 Date out.... 9/05/17 8:30 AM
 Est return.. 9/12/17 8:30 AM
 Job Loc..... 5565 2ND AVE, KEY WEST
 Job No..... 1 - CUSTOMER PICKUP
 P.O. #..... GREG WRIGHT
 Ordered By.. WRIGHT, GREG
 NET DUE UPON RECEIPT

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 GEN, MQ POWER, DCA45SSIU4C, DSL, TRL MNT, SUPER SILENT HR OUT: 4735.400	250.00	250.00	575.00	1550.00	575.00
	*** EQP MSG *** 8 Hrs/Day 40 Hrs/Wk = 1.0x Rate 9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate 17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate					
					Rental Sub-total:	575.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	14.370			14.37
	ENVIRONMENTAL					
	RENTAL PROTECTION PLAN					86.25
					Sub-total:	675.62
					Tax:	44.21
					Total:	719.83

Generator for Irma 9/5/17 - GS

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
 MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
 CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section B and Environmental Fee in Section 18, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) (Customer Initials) _____

Continued on the next page...




PC#: 0352
 5565 SECOND AVE
 STOCK ISLAND, FL 33040-5945
 305-296-2617

SUNBELT RENTALS, INC.
 Salesman: 035201 BICKEL, BRIAN (352)
 Typed By: MWERNER

Job Site:
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 C#: 305-295-3301 J#: 305-295-0309

RENTAL OUT



Contract #.. 72107622
 Contract dt. 9/05/17
 Date out... 9/05/17 8:30 AM
 Est return.. 9/12/17 8:30 AM
 Job Loc..... 5565 2ND AVE, KEY WEST
 Job No..... 1 - CUSTOMER PICKUP
 P.O. #..... GREG WRIGHT
 Ordered By.. WRIGHT, GREG
 NET DUE UPON RECEIPT

Customer: 569243
 KW RESORT UTILITIES CORP
 P.O. BOX 2125
 KEY WEST, FL 33045

For operations in Florida: Prima facie evidence of intent to defraud; Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
Currently, Pay on Return per gallon prices are: GAS: \$7.850, DIESEL: \$8.250, KEROSENE: \$6.100, PROPANE: \$6.500 However, Customer agrees to pay Sunbelt's Pay on Return per gallon price in place at time of return of the Equipment. All amounts are in USD						

 * **Rate your rental experience www.sunbeltrentals.com/survey** *****


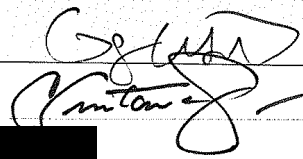

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 15, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 18.
8. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature	Date	Name Printed	Delivered By	Date
--------------------	------	--------------	--------------	------

** www.sunbeltrentals.com **

<p>KW RESORT UTILITIES CORP. OPERATING ACCOUNT P.O. BOX 2125 KEY WEST, FL 33045-2125 PH. 305-295-3301</p>	<p>BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.COM</p>	<p>8029 63-9138-2631</p>	<p>10/10/2017 \$ **1,940.41 DOLLARS</p>
<p>PAY TO THE ORDER OF Sunbelt Rentals</p>			
<p>One thousand nine hundred forty and 41/100*****</p>			
<p>MEMO Sunbelt Rentals PO Box 409211 Atlanta, GA 30384-9211</p>		  	
<p>⑈00008029⑈</p>			

KW RESORT UTILITIES CORP.

	10/10/2017	Sunbelt Rentals		8029
Date	Type	Reference	Original Amount	Balance Due
09/21/2017	Bill	72107622-0001	1,940.41	1,940.41
			Check Amount	1,940.41

1310000 BB&T Opera

1,940.41

KW RESORT UTILITIES CORP.

	10/10/2017	Sunbelt Rentals		8029
Date	Type	Reference	Original Amount	Balance Due
09/21/2017	Bill	72107622-0001	1,940.41	1,940.41
			Check Amount	1,940.41

1310000 BB&T Opera

1,940.41

Expenses incurred due to Hurricane Irma

Date	Vendor	Amount	Invoice #	Memo
9/1/2017	Charley Toppino & Sons	\$ 472.04	40837	Rock for yard due to Hurricane washout
9/7/2017	Jolly's	\$ 51.60	CC	Water cases
9/9/2017	Bryson's Irish Pub	\$ 229.81	CC	Dinner in Miami for CJ, CH GW
9/9/2017	Subway	\$ 51.36	CC	Hurricane food
9/11/2017	Port Gifts	\$ 5.89	CC	Liquid soap
9/11/2017	Port Gifts	\$ 10.49	CC	Hurricane drinks
9/11/2017	Red Roof Inn	\$ 511.00	CC	Hotel room for CJ, CH GW
9/11/2017	Chris Johnson	\$ 75.03	CC	CJ, GW, CH evacuated to Miami from Jail due to Irma, lunch cash only
9/12/2017	Red Roof Inn	\$ 600.55	CC	Hotel room for CJ, CH GW
9/13/2017	Rigoberto Garcia/Enterprise Rental	\$ 632.89	RG9-13-17	Rental for Joseph Schober to return to KWRU after Irma passed
9/14/2017	Strunk Hardware	\$ 23.59	571319	Batteries for Irma
9/18/2017	Home Depot	\$ 471.28	CC	Post hurricane supplies
9/20/2017	Amazon	\$ 108.95	CC	Old generator charger
9/20/2017	M&M Small Engine	\$ 90.00	004150	Clean and repair carb, clean tank, check and test
9/21/2017	Amazon	\$ 31.64	CC	Battery for APC Back-UPS
9/21/2017	Amazon	\$ 33.99	CC	12V battery 2 pack
9/22/2017	Aqseptence	\$ 6,066.80	90114391	15 new controllers
9/22/2017	Aqseptence	\$ 1,790.51	90114392	Airvac 3" valve rebuild kit; rolling diaphragm
9/27/2017	Key West Welding & Fabrication	\$ 75.40	136030	Pipe for collection system
9/27/2017	Strunk Hardware	\$ 376.20	572743	Chainsaw for working around plant after Hurricane Irma
9/27/2017	M&M Small Engine	\$ 48.00	574881	Repair coil and switch assembly test on chop saw due to Hurricane Irma
9/28/2017	Carquest	\$ 0.84	14848-90373	O-rings for vac station
9/28/2017	Aqseptence	\$ 158.60	90115018	Compression springs
9/28/2017	Carquest	\$ 4.28	14848-90375	Fluid
9/28/2017	Carquest	\$ 30.81	14848-90376	Car cleaning supplies
9/30/2017	Paychex OVERTIME	\$ 2,007.90		Chris Henderson
9/30/2017	Paychex OVERTIME	\$ 189.75		Jeffrey Morse
9/30/2017	Paychex OVERTIME	\$ 378.00		Daniel Pumar
9/30/2017	Paychex OVERTIME	\$ 572.74		Joseph Schober
9/30/2017	Paychex OVERTIME	\$ 1,742.63		Mark Streisel
9/30/2017	Paychex OVERTIME	\$ 2,549.25		Tim Sunderman
10/1/2017	Bryant Answering Service	\$ 50.00	171000170	Usage charge for Hurricane Irma
10/2/2017	Weiler	\$ 285.00	46452	Checking on status of plant, saftey, discuss WWTP, sampling and generators
10/4/2017	Paychex	\$ 6,403.16		Employee shortfalls
10/4/2017	Carquest	\$ 32.06	14848-90701	Grease, fuel hose, cleaner for vacuum station
10/11/2017	Nationwide	\$ 8,100.00	2299	ER for excess sewage in lift stations
10/11/2017	Nationwide	\$ 1,950.00	2300	ER for excess sewage in lift stations
10/12/2017	Aqseptence	\$ 631.58	90116226	Airvac 3" valve rebuild kit (15)
10/25/2017	Nearshore Electric	\$ 4,996.00	13841	Soft starts
10/25/2017	National Construction Rental	\$ 1,612.51	CC	Temp fence rental
10/30/2017	Information Technology Solutions	\$ 142.50	171000011	Check fiber for damage after hurricane; tested AT&T connection
No date	Waste Management	\$ 737.00	N/A	Dumpster - dollar amount estimate on future charges
No date	Aqseptence	\$ 8,600.00	N/A	Rebuild 52 controllers - dollar amount estimate on future charges
11/3/2017	BRIAN Inc	\$ 4,000.00	Proposal	Remove mulch from vac building

11/6/2017	Environmental Testing Solutions	\$	500.00	1061	
11/7/2017	Aqseptence	\$	2,100.18	90118740	Surge suppressor, relief valve, valve assembly
10/20/2017	Ferguson	\$	68.80	0800233-1	PVC for temp trailer
10/20/2017	Ferguson	\$	459.56	801233	Tools for temp trailer
10/27/2017	Information Technology Solutions	\$	1,722.50	17100003	Hurricane prep; moving equipment to new office
11/9/2017	Nearshore Electric	\$	2,899.00	13919	Set up electrical in temp office trailer
9/17/2017	Stock Island Marina Village	\$	822.04	P68588	Generator fuel
9/21/2017	Sunbelt Rentals	\$	1,940.41	72107622-0001	Generator rental
9/28/2017	Carquest	\$	264.91	14848-90377	Parts for generator due to Hurricane Irma
9/29/2017	Key West Engine	\$	4,528.37	47494	Kohler generator would not start; maintenance and parts and labor to get generator working again - due to Hurricane Irma.
10/2/2017	Weiler	\$	941.25	46450	Researching generator info
10/31/2017	Nearshore Electric	\$	2,100.50	13867	Gen Set
		\$	75,279.15		

MODULAR OFFICE INSTALLATION AGREEMENT

THIS MODULAR OFFICE INSTALLATION AGREEMENT (this "Agreement"), is made and entered into this 19th day of October, 2017, by and between PP Keys 2016, LLC, a Florida limited liability company ("PP Keys"), having an address at 5625 2nd Avenue, Unit 6, Key West, Florida 33040 and KW RESORT UTILITIES CORP., a Florida corporation ("KWRU"), having an address at 6630 Front Street, Key West, Florida 33040.

RECITALS

A. KWRU operates a wastewater facility located at 6630 Front Street, Key West, Florida 33040 ("Facility");

B. Hurricane Irma destroyed the office trailer located at the Facility, necessitating a new modular office of no more than 1,500 square feet ("Modular Office") be installed or constructed at the Facility;

C. PP Keys has the expertise in the logistics of obtaining, preparing sites and installing modular homes in the Florida Keys; and

D. KWRU desires, and PP Keys has agreed to, PP Keys obtaining from manufacture and arranging the transportation and installation and construction of the Modular Office at the Facility.

AGREEMENT

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Modular Office. For all matters related to this Agreement, the parties agree to cooperate and work together to value engineer the construction and installation of the Modular Office in the most cost effective and efficient manner commercially possible. PP Keys shall obtain the Modular Office from a reputable modular building manufacturer (such as Jacobson, Champion, HBW, etc.) based upon agreed upon specifications and finishes between KWRU and PP Keys. PP Keys shall cause the construction and installation of the Modular Office on a location chosen by KWRU in accordance with all detailed architectural and engineering plans and working drawings (the "Plans"), such Plans to be reasonably approved by KWRU. PP Keys assumes no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's, or engineer's design or

performance of the Modular Office. The Plans shall be submitted to the appropriate governmental entities and agencies for approval and shall comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Facility ("Legal Requirements") and PP Keys shall obtain all permits required and shall complete the Modular Office in accordance with the Plans.

3. Cap on Cost. The parties agree and acknowledge that all costs (hard and soft) involved in the manufacture, transportation, installation and construction of the Modular Office, and the most that KWRU will be responsible for is \$250,000.00.

4. Installation and Construction.

(a) The Modular Office construction and installation shall be completed in a manner so as to minimize any interference with the business or operation of the Facility.

(b) PP Keys shall use only licensed, insured contractors and subcontractors to complete the construction and installation of the Modular Office. KWRU is to be included as an additional insured for insurance coverages required of the general contractor. PP Keys shall inform its contractor, subcontractors, and material suppliers that the Facility shall not be subject to any lien to secure payment for work done or materials supplied. In the event a lien is placed on the Facility, PP Keys shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by any applicable lien law.

(c) All inspections and approvals necessary and appropriate to complete the Modular Office in accordance with the Plans are the responsibility of PP Keys and its general contractor.

5. Completion of the Modular Office. The parties agree that the Modular Office shall be installed and shall be able to be occupied by March 31, 2018 ("Completion Date").

6. Damage Caused by Installation of Modular Office. Any damage to any part of the Facility which occurs due to the construction and/or installation of the Modular Office, shall be promptly repaired by PP Keys, at its expense, and all such work shall be done to KWRU's reasonable satisfaction.

7. Default and Remedies.

(a) Each of the following events shall be an "Event(s) of Default" by PP Keys under this Agreement:

(i) Failure to complete the Modular Office on or prior to the Completion Date;

(ii) Failure to comply with any obligations under this Agreement, if such failure continues for ten (10) days subsequent to written notice thereof; and/or

(iii) In the event that (i) PP Keys shall make an assignment for the benefit of creditors, or apply for the appointment of a trustee, liquidator or a receiver of any substantial

part of its assets, or shall commence any proceeding relating to itself under any bankruptcy, reorganization, arrangement or similar law; or (ii) if any such application is filed or proceeding is commenced against PP Keys and PP Keys indicates its consent thereto, or an order is entered appointing any such trustee, liquidator or receiver or approving a petition in any such proceedings and such order remains in effect for more than 60 days; or (iii) if PP Keys shall admit, in writing, its inability to pay its debts as they become due.

(b) Upon an Event of Default, KWRU may pursue any and all remedies available to it in law and/or equity.

8. Termination. Either party may terminate this Agreement upon 15 days written notice to the other party, provided that such notice is received prior to the date that (i) the modular production company commences production of the Modular Office and/or (ii) any deposit becomes non-refundable and cannot be returned. Any reasonable costs expended by PP Keys prior to the termination of this Agreement by KRWU shall be promptly reimbursed by KRWU.

9. Notice. Whenever notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, by nationally recognized overnight courier service or by hand delivery to the address of the parties set forth in the preamble of this Agreement, provided the parties may change the address provided for above by notifying the other party of the new address in writing. Any notice given shall be effective upon receipt or refusal of delivery.

10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. By execution of this instrument, the parties acknowledge that in the event of any dispute arising under this Agreement the sole venue for such dispute shall be Monroe County, Florida

11. Further Assurances. KWRU and PP Keys agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

12. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provision in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.

13. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. PP Keys shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.

14. Amendments. No amendment or modification of this Agreement shall be effective executed by both parties.

15. Waiver of Jury Trial. Each of the parties waive trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.

[Signature to Follow]

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

Signed in the presence of:

KWRU:

KW RESORT UTILITIES CORP., a Florida corporation

Witness: Brandi Green
Print Name: Brandi Green

Witness: Isabel V
Print Name: Isabel Vega

By: [Signature]
Name: Christopher A. Johnson
Title: President

PP KEYS:

PP KEYS, LLC, a Florida limited liability company

Witness: [Signature]
Print Name: Bert Smith

Witness: Brandi Green
Print Name: BRANDI GREEN

By: [Signature]
Name: Kristina Pabian
Title: Manager



LINDHOLM
CONSTRUCTION, INC.
ROOFING & SHEET METAL

88005 Overseas Hwy., #10-157

Islamorada, FL 33036

UPPER KEYS: 305-852-5730
MARATHON: 305-289-9991
KEY WEST: 305-292-2224
FAX: 305-852-3395

LIC. CCC 1328542
LIC. CBC 1256399

Name / Address

Date: 11.07.17

Key West Utilities Corp.
6630 Front St.
Stock Island, Fl. 33040

We hereby submit an estimate for

RE: Small Storm Damaged Roof

1. We will tear off existing roof to a smooth workable surface and haul away debris.
2. We will install a Polyglass peel and stick base sheet to entire roof deck.
3. We will install galvalume eave drip.
4. We will install new flashings to soil pipes.
5. We will install a 26 gauge mill finish galvalume 5-Vcrimp metal panel roof system.
6. We will fasten above roof system with stainless head screws.
7. Above roof carries a five-year warranty on workmanship.
8. We propose to furnish material and labor for the sum of \$3,000.00

*Carpentry if needed will be \$45/hour/man plus material cost

*To install Kynar white metal add \$300.00

*Terms of payment:

30% deposit

Balance due upon completion

credit card fees apply

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE of PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____ Date: _____

Lindholm
Construction, Inc. _____ Date: _____

Due Date _____...

76,000	2
78,000	1
79,000	1
82,000	2
83,000	1
85,000	2
89,000	1
92,000	1
94,000	1
95,000	1
97,000	1
100,000	1
106,000	1
107,000	1
109,000	1
125,000	1
126,000	1
128,000	1
133,000	1

	Compound Customer Class: General Service Meter Size: 1.5" 1" AND 5/8"		Compound Customer Class: General Service Meter Size: 1" AND 5/8"		Compound Customer Class: General Service Meter Size: 2" 5/8" 1.5" (3 meters)		Compound Customer Class: General Service Meter Size: 2" 5/8" 1.5"		Compound Customer Class: Private Meter Size: 1" (4 meters)		Compound Customer Class: Private Meter Size: 8" Turbo AND 2"		Compound Customer Class: Private Meter Size: 6" AND 1.5"		Customer Class: Private Meter Size: 1.5"		Customer Class: Private F Meter Size: 5/8"		rate code 44
Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	
2	155,000	3	68,000	14	205,000	5			344,000	8	18,000	2	0	2	0	3	0	31	
2	157,000	3	90,000	2	340,000	5			478,000	4	32,000	2	32,000	2	13,000	1	1,000	14	
2	163,000	3	120,000	2	387,000	5			533,000	4	35,000	2	35,000	2	34,000	1	2,000	51	
2	169,000	3			445,000	5			546,000	4	194,000	2	37,000	2	94,000	4	3,000	54	
2	171,000	3			454,000	5			603,000	4	238,000	2	40,000	4			4,000	66	
2	205,000	6			500,000	5			612,000	8	281,000	2	42,000	2			5,000	82	
2	293,000	3			505,000	5			619,000	4	316,000	2	44,000	2			6,000	104	
2	297,000	3			673,000	10					321,000	2	99,000	2			7,000	70	
2											380,000	2	165,000	2			8,000	80	
													217,000	4			9,000	88	
													327,000	2			10,000	61	
													337,000	2			11,000	52	
													378,000	2			12,000	38	
													393,000	2			13,000	30	
													442,000	2			14,000	23	
													476,000	2			15,000	11	
													545,000	2			16,000	14	
													627,000	2			17,000	8	
													713,000	2			18,000	5	
													783,000	2			19,000	4	
													827,000	2			20,000	2	
													843,000	2			21,000	2	
													861,000	2			22,000	1	
													980,000	2			23,000	1	
													1,027,000	2			24,000	1	
																	25,000	1	
																	27,000	1	
																	30,000	2	
																	31,000	1	
																	37,000	1	
																	143,000	1	

Move to the one to the left

Residential	Customer Class: Private Meter Size: 5/8"		Customer Class: Private Meter Size: 1"		Customer Class: Private Meter Size: 2"		Compound Customer Class: Private Meter Size: 2" 1.5" 5/8"	
	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills
	0	9	0	2	2,600	1	271,000	3
	1,000	1	4,000	6	3,100	1	405,000	3
	2,000	1	5,000	3	11,501	1	406,000	3
	3,000	2	6,000	5	12,200	1	433,000	3
	5,000	1	7,000	1	12,200	1	494,000	12
	6,000	7	8,000	4	12,200	1	568,000	3
	7,000	5	9,000	5	14,940	1		
	8,000	2	10,000	4	16,680	1		
	9,000	1	11,000	2	19,100	1		
	10,000	2	15,000	1	32,131	1		
	11,000	2	16,000	2	35,232	1		
	13,000	2	19,000	1	36,100	1		
	14,000	1	22,000	2	54,800	1		
			28,000	6	68,258	1		
					69,000	1		
					70,530	1		
					77,362	1		
					78,900	1		
					90,400	1		
					99,400	1		
					175,800	1		
					175,800	1		
					175,800	1		
					175,800	1		
					175,800	1		
					484,345	1		

Test Year April 2017-June 2017

	Customer Class: Residential Meter Size: 5/8"		Customer Class: General Service Meter Size: 5/8"		Customer Class: General Service Meter Size: 1"		Customer Class: General Service Meter Size: 2"	
	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills
1-499	0	570	0	61	7,400	1	5,000	3
500-1499	1,000	476	1,000	41	9,400	1	26,000	1
1500-2499	2,000	683	2,000	31	10,000	1	27,000	1
2500-3499	3,000	736	3,000	41	11,000	1	28,000	1
3500-4499	4,000	629	4,000	32	18,000	1	29,000	1
4500-5499	5,000	473	5,000	23	19,000	1	34,000	1
5500-6499	6,000	328	6,000	18	21,000	1	41,000	1
6500-7499	7,000	205	7,000	17	23,000	2	233,000	1
7500-8499	8,000	152	8,000	9	28,000	3	322,000	1
8500-9499	9,000	81	9,000	9	30,000	1	700,000	1
9500-10499	10,000	59	10,000	9	33,000	1	876,000	1
	11,000	43	11,000	8	37,000	2	988,000	1
	12,000	29	12,000	4	40,000	1	2,053,000	1
	13,000	18	13,000	1	45,000	1	2,265,000	1
	14,000	13	14,000	8	67,000	2	2,705,000	1
	15,000	11	15,000	6	83,000	1		
	16,000	14	16,000	5				
	17,000	6	18,000	3				
	18,000	8	19,000	5				
	19,000	3	20,000	4				
	20,000	1	21,000	3				
	21,000	1	22,000	3				
	22,000	2	23,000	5				
	24,000	2	24,000	2				
	25,000	1	25,000	2				
	26,000	1	26,000	1				
	30,000	1	27,000	1				
	31,000	1	28,000	2				

32,000	1	29,000	3
35,000	1	33,000	3
36,000	2	34,000	2
39,000	1	35,000	2
43,000	1	36,000	2
51,000	1	38,000	1
173,000	1	39,000	2
		42,000	1
		43,000	4
		45,000	1
		48,000	1
		49,000	3
		50,000	1
		52,000	1
		54,000	1
		59,000	1
		60,000	1
		61,000	1
		62,000	3
		63,000	1
		65,000	1
		67,000	1
		73,000	1
		81,000	1
		92,000	1
		103,000	1
		133,000	2
		162,000	1
		267,000	1

TURBO				Compound		Compound		Compound
Customer Class: General Service		Customer Class: REUSE		Customer Class: Private		Customer Class: General Service		Customer Cl
Meter Size: 8"		Meter Size: NA		Meter Size: 1" (4 meters)		Meter Size: 5/8" (2) 1" AND 2"		Meter Size: :
Consumpt.	Number of	Consumpt.	Number of	Consumpt.	Number of	Consumpt.	Number of	Consumpt.
Level	Bills	Level	Bills	Level	Bills	Level	Bills	Level
737,000	1	0	6	268,000	4	195,000	4	546,000
786,000	1			353,000	4	218,000	4	641,000
921,000	1			546,000	4	289,000	4	730,000

Customer Class: General Service 2" AND 8"	Compound Customer Class: General Service Meter Size: 6" AND 1.5"		Compound Customer Class: Private Meter Size: 8" AND 2"		Compound Customer Class: Private Meter Size: 6" AND 1.5"		Customer Class: Private Meter Size: 6" AND 1.5"
Number of Bills	Consumption Level	Number of Bills	Consumption Level	Number of Bills	Consumption Level	Number of Bills	Consumption Level
2	362,790	2	268,000	2	315,000	2	11,000
2	364,390	2	243,000	2	329,000	2	138,000
2	460,820	2	285,000	2	333,000	2	
					385,000	2	
					419,000	2	
					531,000	2	
					830,000	2	
					836,000	2	
					1,094,000	2	

	Compound Customer Class: General Service Meter Size: 4" AND 5/8"		Compound Customer Class: General Service Meter Size: 1.5" 1" AND 5/8"		Compound Customer Class: General Service Meter Size: 1" AND 5/8"		Customer Class: Private Meter Size: 1"	
Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills
2	469,000	2	160,000	3	27,000	2	4,000	2
1	485,000	2	184,000	3	30,000	2	6,000	1
	615,000	2	205,000	3	39,000	2	7,000	1
							8,000	3
							9,000	1
							12,000	1
							14,000	1
							16,000	1
							18,000	1

Customer Class: Private
 Meter Size: 2"

Compound
 Customer Class: Private
 Meter Size: 2" 1.5" 5/8"

Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills
11,000	1	469,000	3
12,000	1		
15,000	1		
66,000	1		
76,000	1		
77,000	1		

Customer Class: Private
 Meter Size: 5/8"

Consumpt. Level	Number of Bills
0	32
1,000	8
2,000	15
3,000	15
4,000	20
5,000	52
6,000	33
7,000	32
8,000	18
9,000	20
10,000	19
11,000	13
12,000	9
13,000	12
14,000	8
15,000	5
16,000	5
17,000	2
18,000	2
19,000	2
20,000	3
21,000	1
22,000	1
24,000	1
25,000	2
28,000	1
30,000	1

Customer Class: General Service
 Meter Size: 2" 5/8" 1.5" (3 meters)

Consumpt. Level	Number of Bills
171,000	5
224,000	5
284,000	5

Compound
Customer Class: General Service
Meter Size: 3" AND 5/8"

Consumpt. Level	Number of Bills
500,000	2

Compound
Customer Class: Private
Meter Size: 2" AND 2"

Consumpt. Level	Number of Bills
101,000	2
164,000	2

Compound
Customer Class: General Service
Meter Size: 3" AND 3"

Consumpt. Level	Number of Bills
480,000	2
620,000	2

HARBOR SHORES - What they were actually billed July 2016-February 2017

July 69 bills		Aug 69 bills		Sept 69 bills		Oct 69 bills		Nov 69 bills
Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level
0	14	0	16	0	15	0	13	0
1,000	11	1,000	11	1,000	10	1,000	12	1,000
2,000	7	2,000	17	2,000	12	2,000	14	2,000
3,000	14	3,000	14	3,000	10	3,000	12	3,000
4,000	7	4,000	4	4,000	15	4,000	9	4,000
5,000	6	5,000	3	6,000	1	5,000	4	5,000
6,000	3	6,000	1	7,000	1	7,000	1	7,000
7,000	2	9,000	2	10,000	1	8,000	2	10,000
12,000	1	11,000	1	12,000	1	9,000	1	
13,000	1			13,000	1	12,000	1	
14,000	2			14,000	1			
17,000	1			49,000	1			

HARBOR SHORES - What they were actually billed March 2017-June 2017

Mar-17		Apr-17		May-17		Jun-17	
Sent 1 bill with all consumption added together.		Sent 1 bill with all consumption added together.		Sent 1 bill with all consumption added together.		Sent 1 bill with all consumption added together.	
251,189	1	209,136	1	153,493	1	191,686	1

Number of Bills	Dec 69 bills		17-Jan 69 bills		17-Feb 69 bills	
	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills	Consumpt. Level	Number of Bills
11	0	10	0	10	0	8
12	1,000	9	1,000	8	1,000	10
14	2,000	8	2,000	17	2,000	19
18	3,000	11	3,000	10	3,000	10
6	4,000	12	4,000	13	4,000	10
5	5,000	12	5,000	4	5,000	5
2	7,000	5	6,000	3	6,000	4
1	9,000	1	7,000	1	8,000	2
	13,000	1	8,000	1	40,000	1
			10,000	1		
			39,000	1		

Harbor shores as it should have been billed

Harbor Shores July 2016-June 2017

Customer Class: Residential

Meter Size: 5/8"

Consumpt. Level	Number of Bills
--------------------	--------------------

153493	1
162100	1
170200	1
175600	1
191686	1
209136	1
222695	1
226072	1
227000	1
227324	1
236900	1
251189	1