

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer of Assets
Of Exempt Utility and for Amendment of
Certificate 465-S in Lake County by
Utilities, Inc. of Florida

Docket No. 20170174-SU

BARRINGTON ESTATE PROPERTY HOLDERS
HOMEOWNERS' ASSOCIATION, INC.'S RESPONSES TO
COMMISSION STAFF'S FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS
(NUMBERS 1 – 4)

Barrington Estate Property Holdings Homeowners' Association, Inc. ("Barrington"), by and through its undersigned counsel, hereby responds to Florida Public Service Commission Staff's ("PSC") First Request to Produce Documents, and states as follows:

PRELIMINARY STATEMENT

These responses represent Barrington's diligent and best efforts to respond to PSC's written discovery based on Barrington's present knowledge. There may exist further information responsive to this discovery request which is not within Barrington's present knowledge or reasonably available. These responses are based on the facts and information now known to Barrington as well as a present analysis of the litigation, and do not constitute an admission or representation that additional facts, documents, or witnesses having knowledge relevant to the subject matter of this discovery request do or do not exist. Without obligating itself to do so, Barrington reserves the right to alter, supplement, amend or otherwise modify the responses herein in any way at any time.

GENERAL OBJECTIONS

1. Barrington objects to any request seeking information that was prepared for or in anticipation of litigation and is protected from disclosure by the attorney/client, accountant/client, work product, joint defense or other applicable privileges, by Statute, regulation Administrative Order or by case law. To the extent that any request may seek, or be construed as seeking, such privileged or protected information, Barrington hereby claims such privilege and invokes such protections. To the extent that such information is unintentionally provided, it is to be disregarded immediately upon notification by the undersigned.

2. Barrington objects to any request seeking confidential or otherwise proprietary business information.

3. Barrington objects to any request that is vague, overly broad, unduly burdensome or which seeks information available for sources which are more convenient or otherwise less expensive and/or burdensome.

4. Barrington objects to any request seeking information that is irrelevant, immaterial, unnecessary or which is not reasonably calculated to lead to the discover of admissible evidence.

5. Barrington objects to any request which seeks to require Barrington to provide information not within Barrington's possession.

6. Barrington objects to any instruction or definition contained in the Request to the extent that any such instruction or definition seeks to impose a greater obligation on Barrington than is required by applicable law or any Order entered in the subject proceeding.

7. Barrington provides its responses, but in so doing does not waive but rather intends and does preserve the following objections:

- a. Objections as to competency, relevance, materiality and admissibility of the discovery and these answers to said discovery, or the subject matter thereof and any aspect of this proceeding or any other court action or judicial or administrative proceeding or investigation;
- b. Objections as to vagueness, ambiguity and undue burden;
- c. Any and all rights to object to the use of these responses in any subsequent proceeding or at trial in any other action;
- d. All rights to object to any interrogatory for further responses to these requests;
- e. Any additional discovery involving or related to the subject matter of these answers and/or requests; and
- f. The right to amend or supplement the interrogatory answers and objections contained herein.

8. Each General Objection applies to all of the numbered responses set forth below and should be deemed related for each numbered Request.

9. All answers to request are made subject to and without waiver of the previously stated General Objections. The raising of any specific objections shall be in addition to and not to the exclusion of the previously stated General Objections.

**RESPONSE TO COMMISSION STAFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS**

1. Please provide a copy of the ballot that was voted on in regards to the transfer of assets at issue in this docket (transfer).

RESPONSE: Attached is Exhibit "A", which is a consent of property owner form. This document was signed and notarized by the consenting homeowners for the sale of the plant.

2. Please provide a copy of any noticing (e.g. flyer, email, website language, etc.) given for the meeting where the vote occurred regarding the transfer.

RESPONSE: Attached is Exhibits "B" and "C". Exhibit "B", was an informative letter to all 148 members advising of the sequence of events that led to the idea of divesting of the plant, as well as the pros/cons for the Association and the members that make up the Association. Exhibit "C", is a copy of the 2nd letter that was mailed to all 148 members that included additional information for the members, the process for voting, the proposed budgets for the Association for the upcoming year, the voting ballot, the Board meeting notice for December 14, 2016, the Utilities Inc., Indication of Interest Letter and a proxy form.

3. Please provide documents to support the amount identified in response to Question 2 of Staff's First Set of Interrogatories to Barrington Estates Homeowners' Association, Inc.

RESPONSE: The HOA currently is under an Operational and Maintenance Agreement with UIF with a base monthly operation rate of \$615.00. Analysis, chemicals and other charges are billed monthly on an as needed/used basis and vary month to month. The Operational and Maintenance Agreement is attached as Exhibit "D".

4. Please provide any documentation demonstrating approval of the ballot specified in Question 3 of Staff's First Set of Interrogatories to Barrington Estates Homeowners' Association, Inc.

RESPONSE: Objection, vague. Without waiving said objection, no response.

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./s/ Chelsea L. Metka

Chelsea L. Metka, Esq.
FL Bar No. 106446
The Metka Law Firm, PA
1135 East Avenue
Clermont, Florida 34711
(407) 826-1952
Chelsea@MetkaLawFirm.com

PREPARED BY & RETURN TO:
Barrington Estates Property Holdings HOA
1135 East Avenue
Clermont, FL 34711

JOINDER AND CONSENT OF PROPERTY OWNER

The undersigned, _____, are the owner(s) of Lot _____, BARRINGTON ESTATES PROPERTY HOLDINGS HOMEOWNERS' ASSOCIATION, INC. ("Barrington Estates"), according to the Plat thereof as recorded in Plat Book 62, Page 46, Public Records of Lake County, Florida. Owners do here by join in and consent to the sale of the wastewater facilities serving Barrington Estates to Utilities, Inc. ("Transaction"), which Transaction is more particularly described in that certain Indication of Interest ("IOI") letter dated April 18, 2016. Owner(s) further verifies that he or she has reviewed the IOI letter and has been fully informed as to the terms and details of the Transaction.

Dated this _____ day of _____, 2016.

WITNESS:

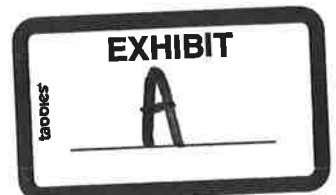
Witness Name:

Witness Name:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
My Commission Expires:



Barrington Estates Property Holdings
Homeowners Association, Inc.

c/o Empire Management Group, Inc.
1135 East Avenue, Clermont, FL 34711
Phone: (352) 535-0099 Fax: (407) 567-7919
hoa@empiremanagementgrp.com
[Website: www.barringtontoday.com](http://www.barringtontoday.com)

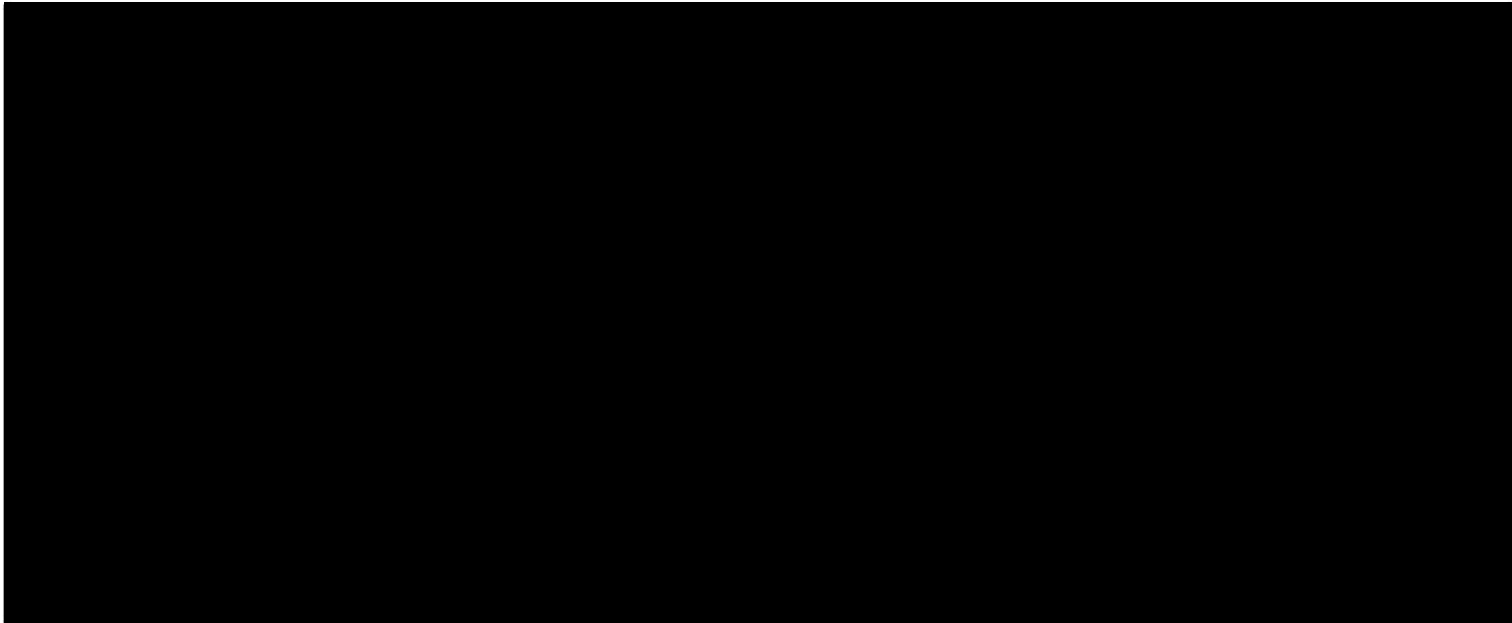
TO: All Homeowners

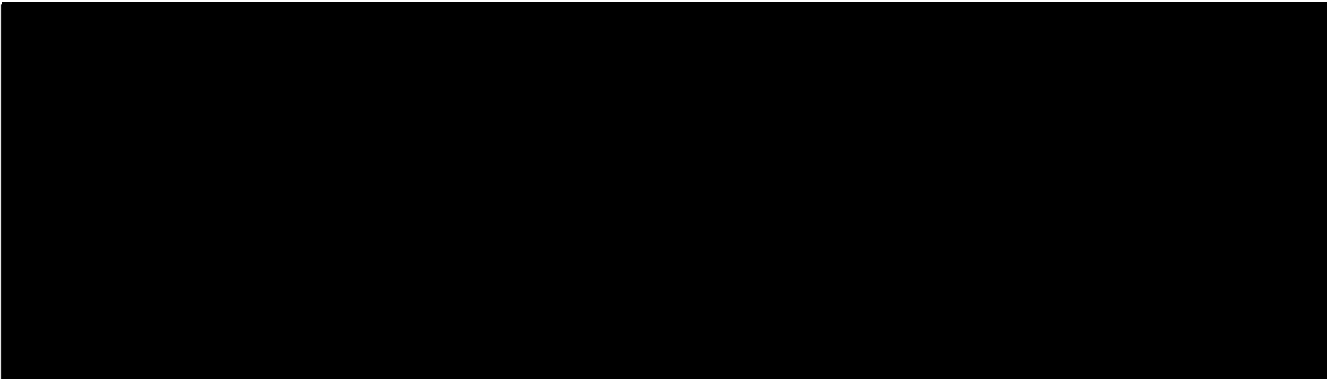
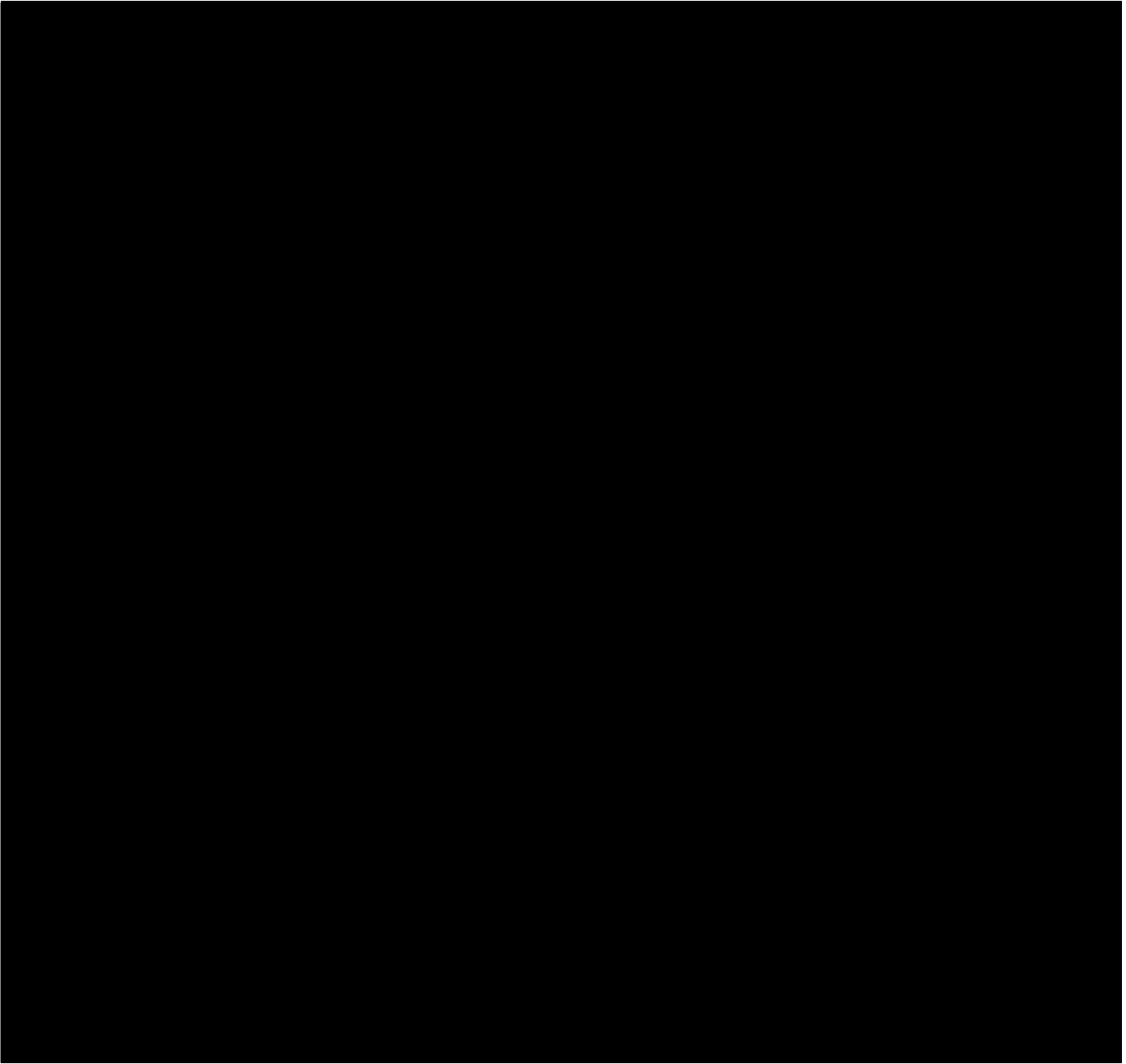
SUBJECT: Barrington Estates Waste Water Treatment Facility

Dear Homeowners,

As many of you are aware, the BOD proposed a sale of the community's wastewater treatment plant, lift station and complete sewer system to Utilities Inc. back in July/August 2016. On August 7, 2016, the proposed sale was put to a full homeowner vote. A successful vote would consist of 75 votes in favor. At the conclusion of the voting period 48 households voted to sell. This means, that the HOA is still responsible for the wastewater treatment plant and sewer system.

On September 7, 2016, there was a HOA meeting held to discuss the outcome of the vote and the costs and responsibilities associated with keeping the plant/sewer system. During that meeting, several homeowners voiced that they still wanted to attempt a sale, and several more stated they were open to considering a sale but needed more information. The BOD covered a lot of material at this meeting, including facts and figures relating to the cost of ownership of the plant/sewer system. Due to the amount of information provided and the fact that not all homeowners were able to attend the meeting, the BOD is providing this written summary of the issues at hand.

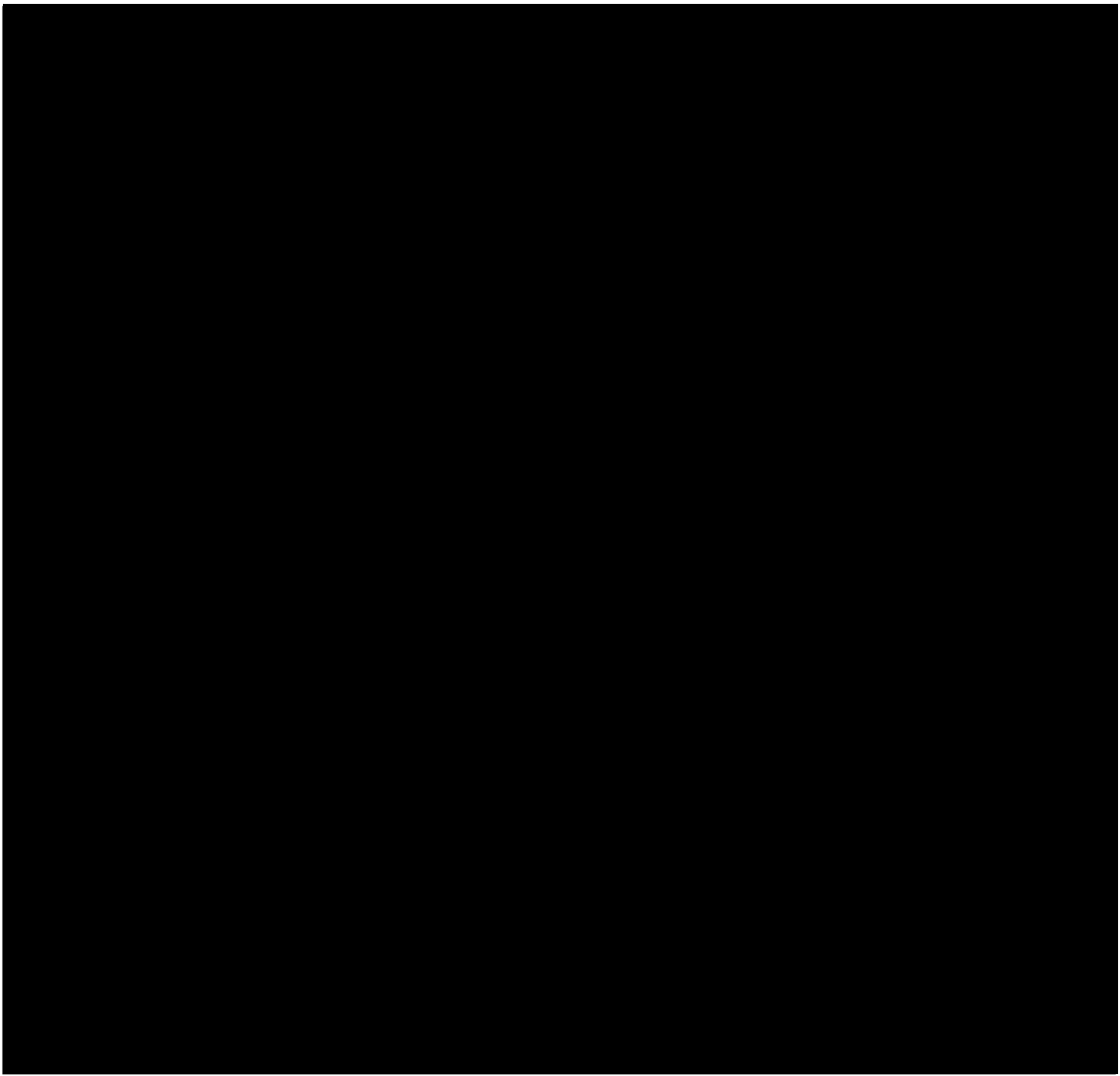


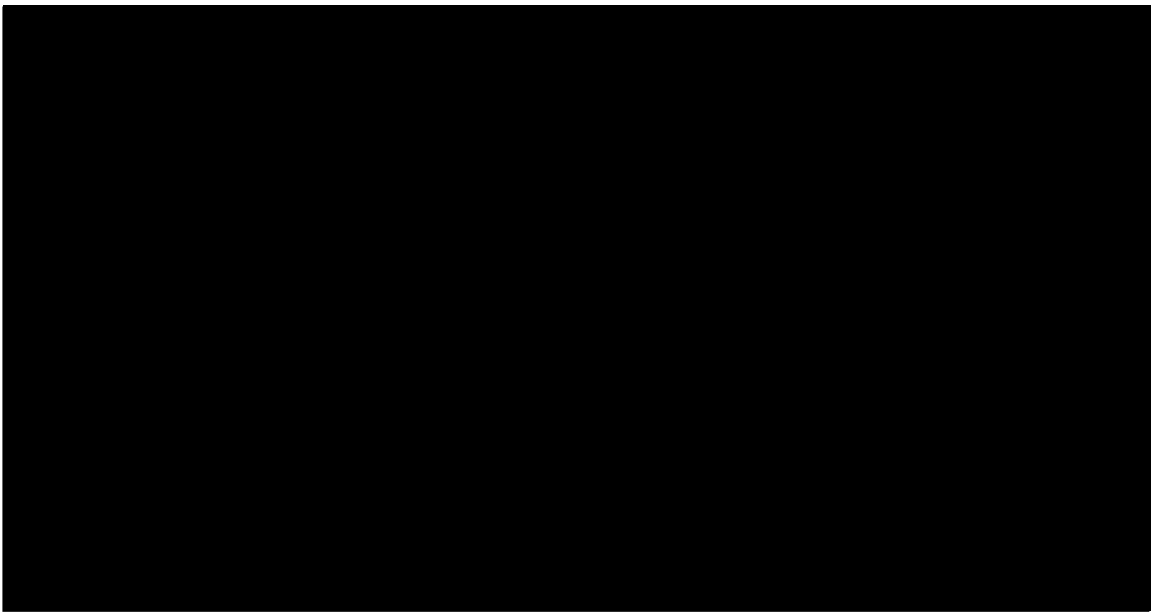


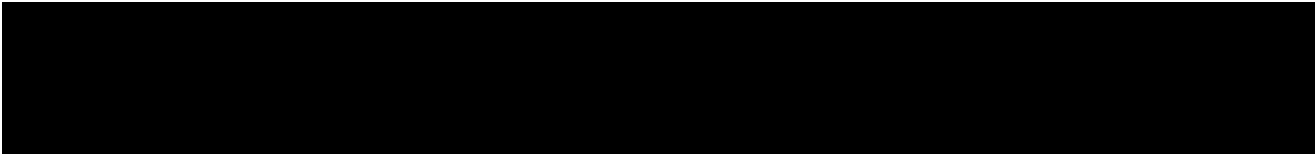
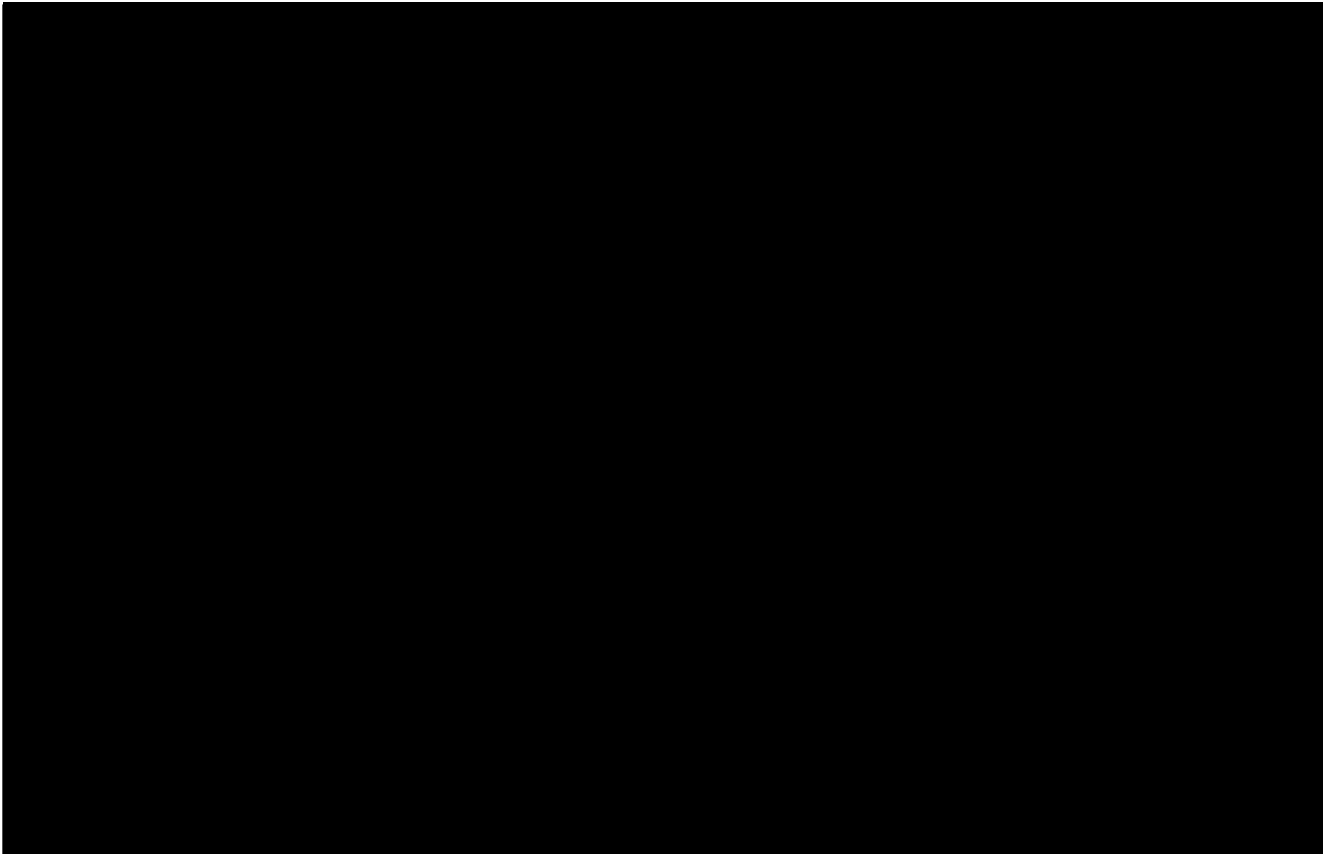
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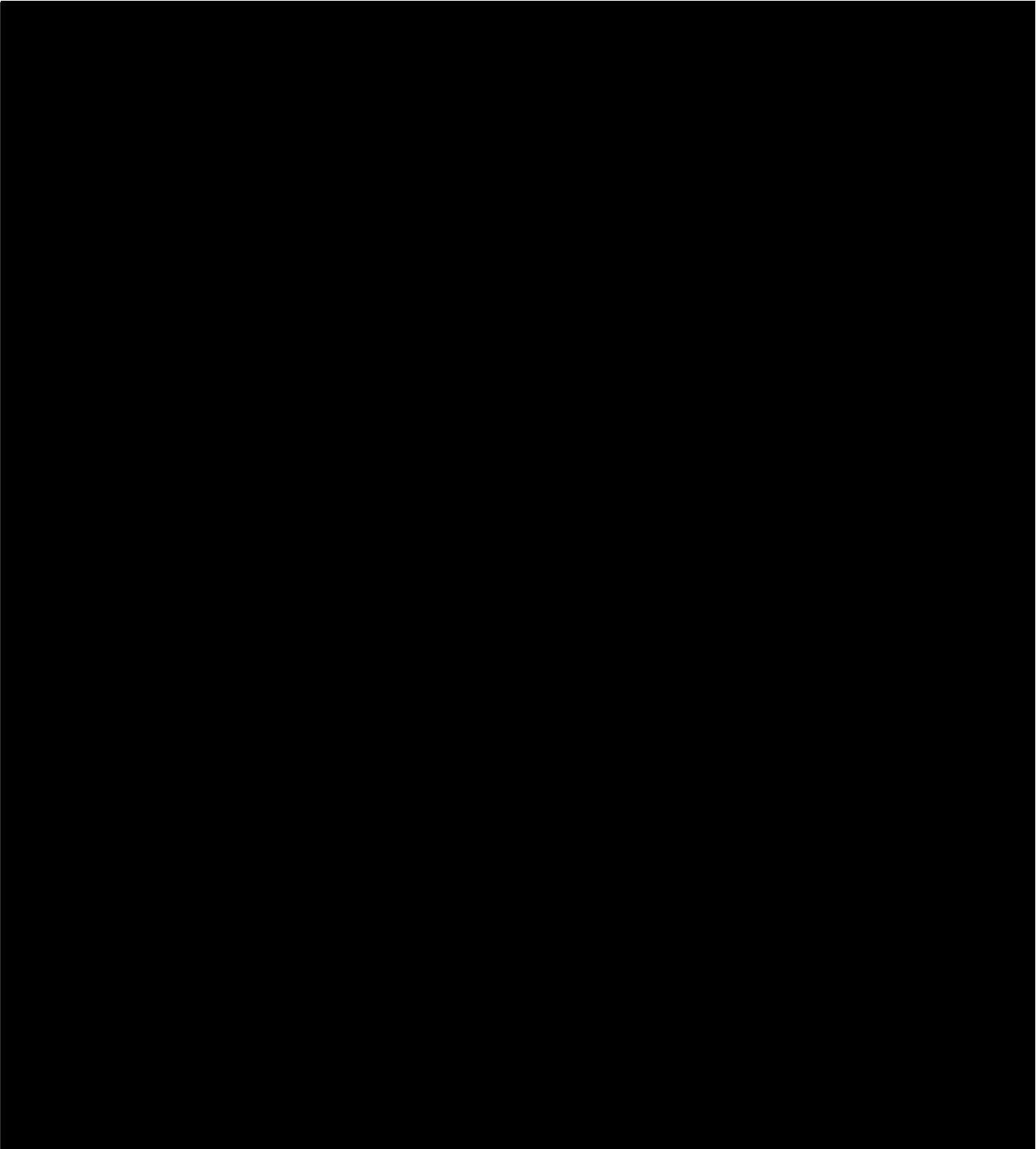
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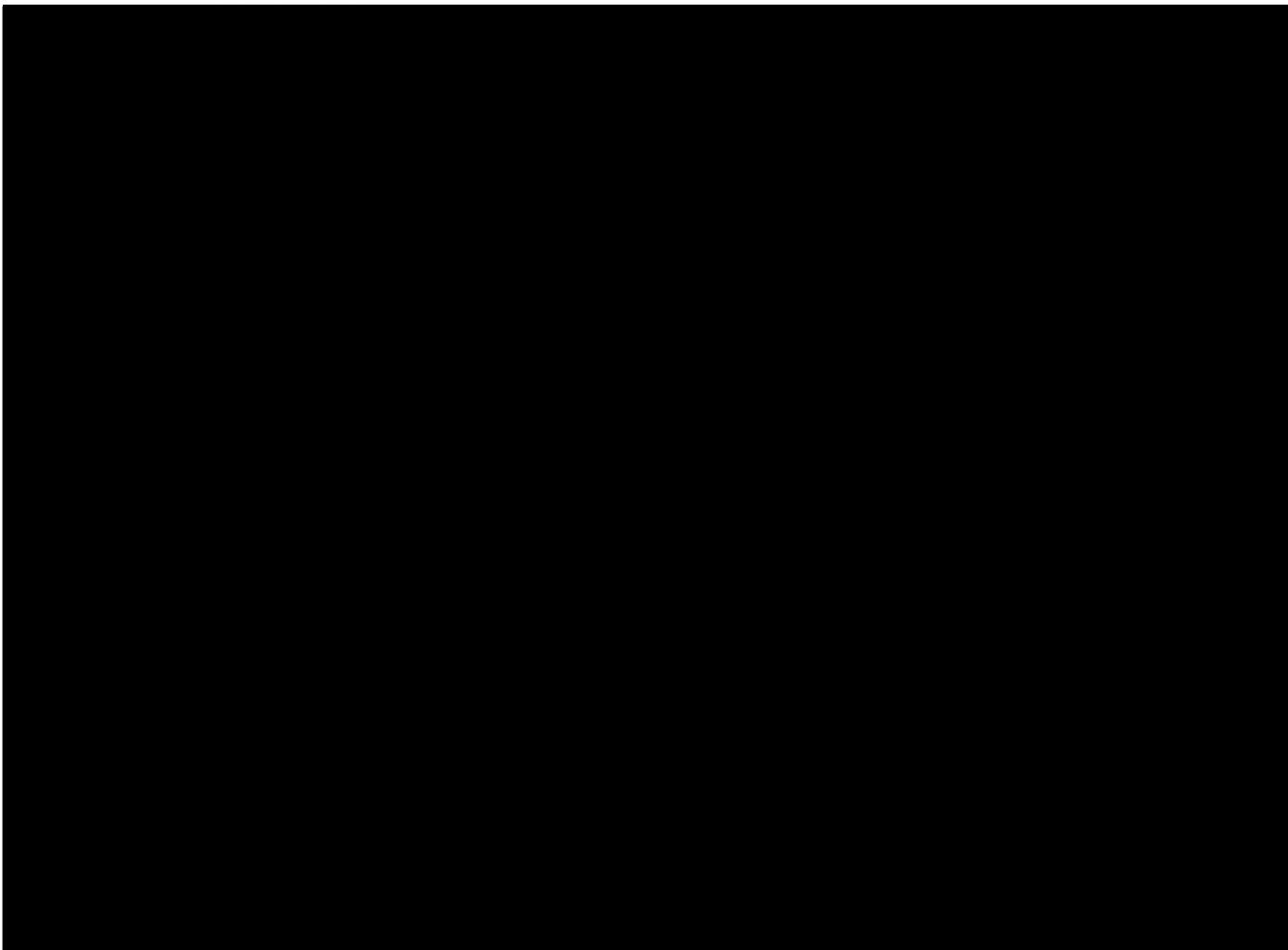
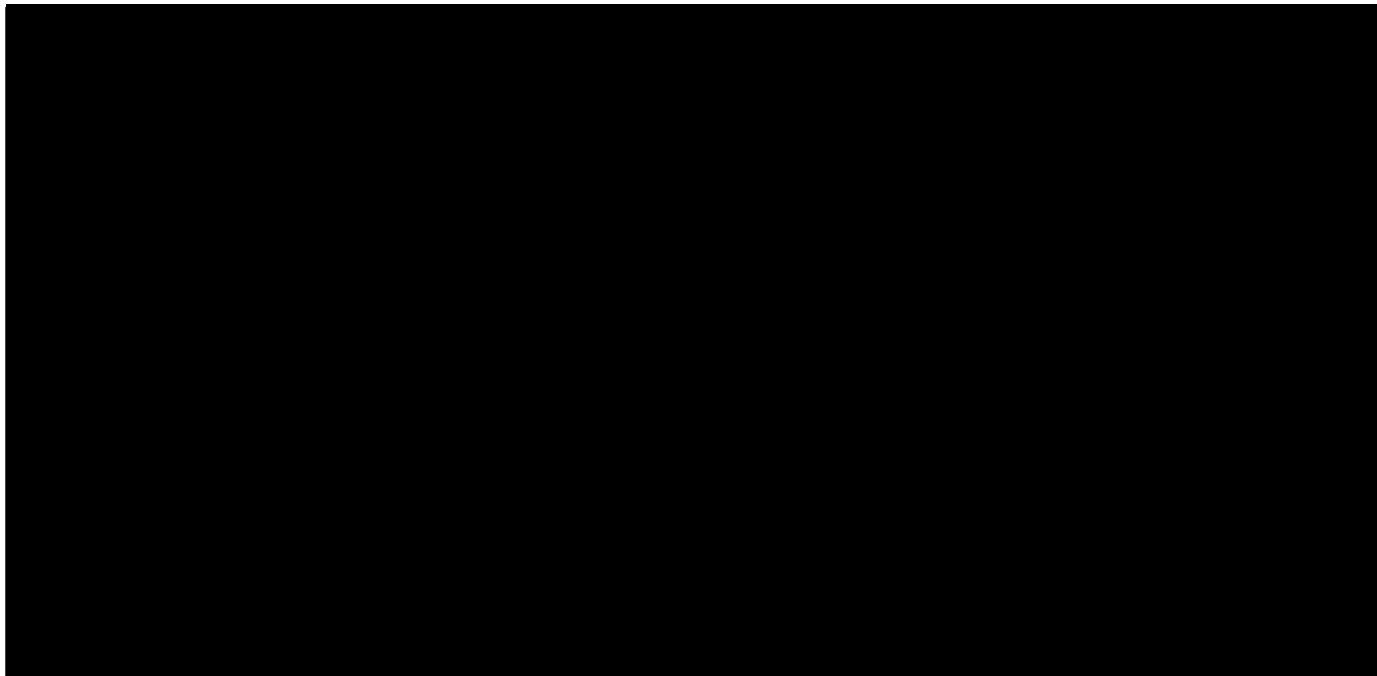
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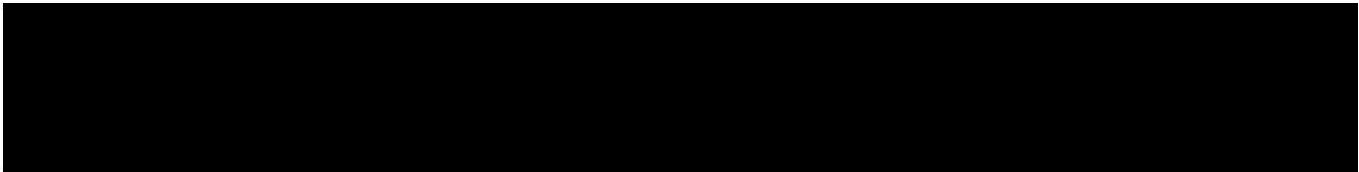




Based on various meetings, email exchanges, and the presentation by representatives of Utilities, Inc. during our July 21, 2016 annual meeting, the following information was obtained regarding costs associated with the sale.

Utilities, Inc. still proposes to purchase the plant/sewer system for \$270,000. Should the sale occur, the money would be paid directly to the HOA and go to fund the outstanding reserve accounts. These accounts would include: Irrigation Well, Entry Gates, Monument/Entry Wall, and Roadways in Phase I and II. All reserve accounts regarding the WWTP/lift station/sewer system would be redistributed to the remaining accounts.

In addition to the reserve accounts being fully funded, the HOA would no longer have to pay routine maintenance costs for the WWTP/lift station/sewer system, which would result in a lower operating budget. The BOD has run a proposed budget for showing what the lower cost of HOA dues would be should the sale occur, and this proposed budget is included.

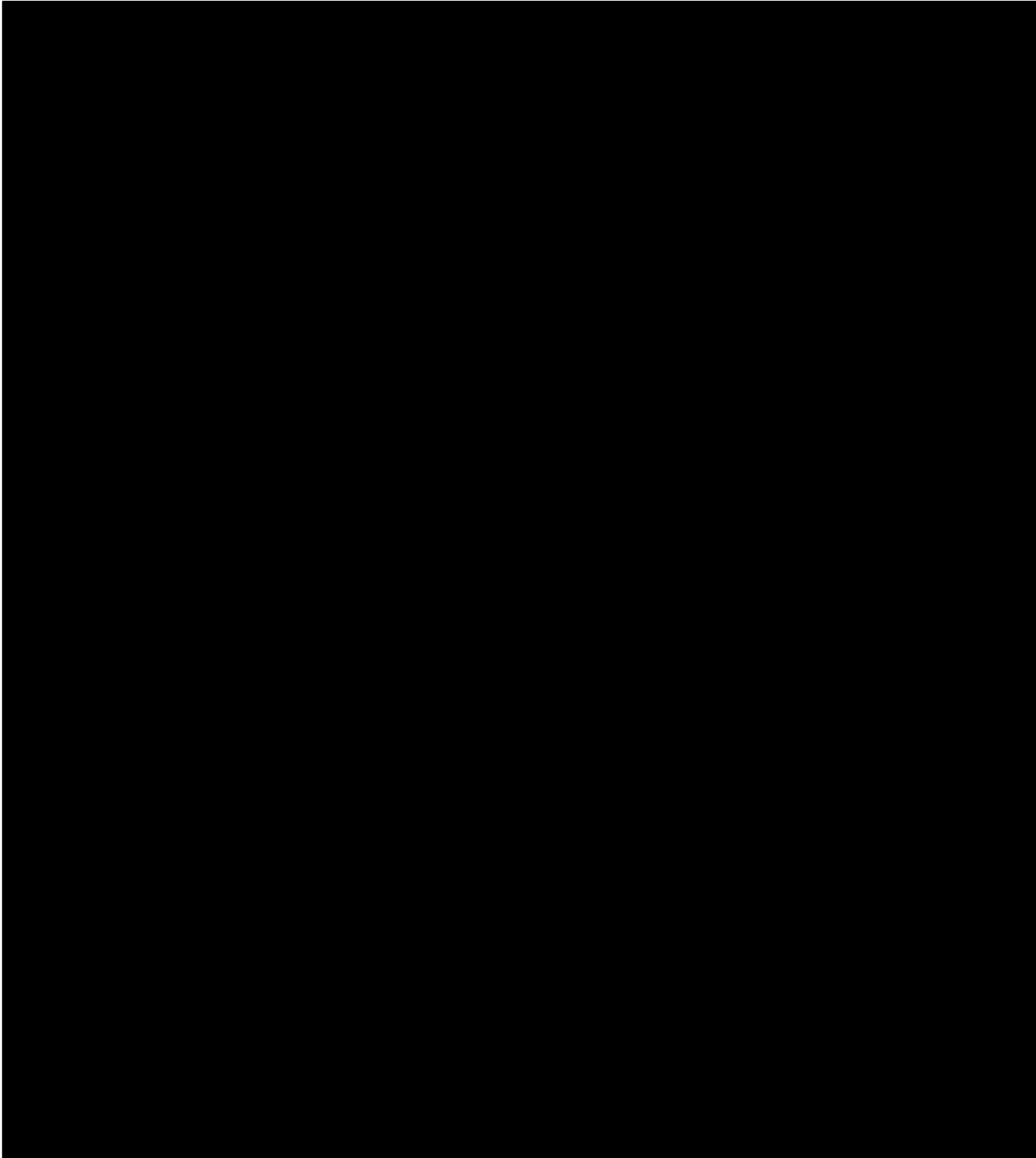


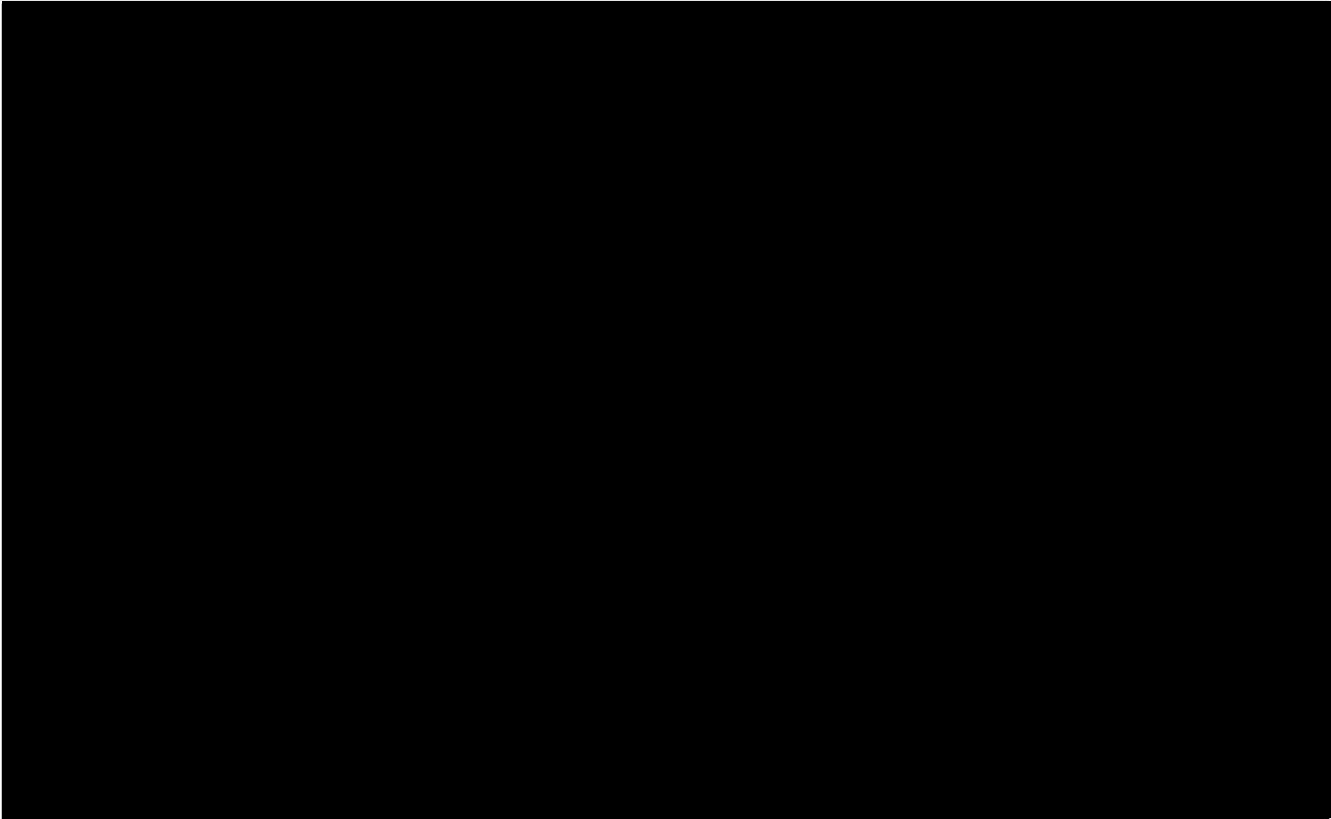
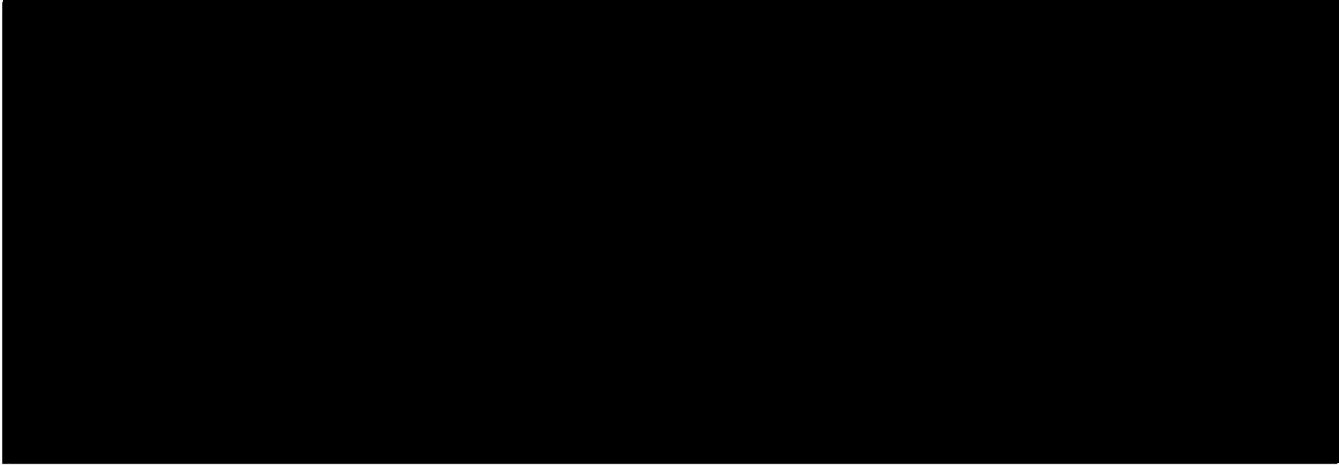
With the HOA owning the plant/sewer system, Utilities, Inc. only charges homeowners for water usage and part of the quarterly HOA dues goes to pay for the operation of the plant/sewer system. Should the homeowners elect to sell the plant/sewer system, Utilities, Inc. would then begin charging homeowners for sewer service. Since this neighborhood was built with the plant/sewer system under the control of the homeowners and the costs associated with sewer service included in the HOA dues, no sewer meters were installed on any homes. So to calculate the cost of sewer service, Utilities, Inc. will base it off the amount of water used.

The way Utilities, Inc. proposes to calculate sewer usage is the amount of water used automatically equals the amount of sewer used. However, Utilities, Inc. will cap sewer at 10,000 gallons per month. This means if you use 20,000 gallons of water you will only be charged for usage of 10,000 gallons of sewer. The rate of sewer originally proposed by Utilities Inc. was \$4.22 per 1,000 gallons, plus a base sewer fee of \$23.19. Example:

20,190 Gallons of Water Used:	\$76.25 (water charge)
Base Sewer Cost:	\$23.19
10,000 Gallons of Sewer Used:	<u>\$42.20</u> (capped at 10,000 gallons)
Total:	\$141.64 (total bill for that month)

On average, homeowners can expect an increase in their bill to Utilities, Inc. for water/sewer service of approximately \$27.41-\$65.39 per month, or \$328.92-\$784.68 per year. Keep in mind that this amount will need to be offset by the amount we would pay to keep the plant/sewer system.





Voting regarding sale of the plant/sewer system

In order for the middle of the line budget, which covers the cost of owning the plant/sewer system for a period of 6 months, to go into effect, a successful vote to sell the plant/sewer system would need to occur by **December 1, 2016.**

Based on the feedback received from homeowners, the BOD will take a multistep process in calling a vote on this matter. First, the BOD will send out this initial letter explaining all the costs associated with both keeping and selling the plant/sewer system.

The BOD asks that all questions relating to the sale of the plant/sewer system be emailed to Mike Miller, at mmiller@empiremanagementgrp.com by November 4, 2016.

After November 4, the BOD will send out a second letter to all homeowners listing the questions received and the answers to those questions. The second letter will also include further information about voting procedures regarding the proposed sale of the plant/sewer system. The voting process will be as follows:

- 1) The voting time frame will begin on November 7, 2016 and conclude by no later than December 1, 2016. Therefore, all ballots must be postmarked no later than December 1, 2016.
- 2) Ballots will be provided to all homeowners similar to those provided in the initial vote.
- 3) A notary will be provided on 11/12 from the hours of 3-6 (location to be determined and finalized in subsequent mailing).
- 4) All other ballots must be returned to Empire Management Group, with signatures notarized either in person or received postmarked no later than December 1, 2016.

Should the vote result in approval of the sale of the plant/sewer system, the budget covering ownership of the system for a period of 6 months will go into effect on January 1, 2017. Should the vote result in denial of the sale of the plant/sewer system, the budget with an increase for ownership of the plant will go into effect on January 1, 2016. Results from the vote will be posted by December 5, 2016 on the front gates.

Thank you for your time and attention in this matter. Please remember that any questions regarding the sale of the waste water treatment plant and sewer system should be send to Mike Miller at mmiller@empiremanagementgrp.com by no later than November 4, 2016.

Sincerely,

Board of Directors

- Attachments:
- 1) Budget maintaining ownership of WWTF
 - 2) Budget maintaining ownership of WWTF for 6 months until sale
 - 3) Budget without the WWTF

11-29-14
mailed or hand delivered
to owners - lists
Attached.
— J.W.

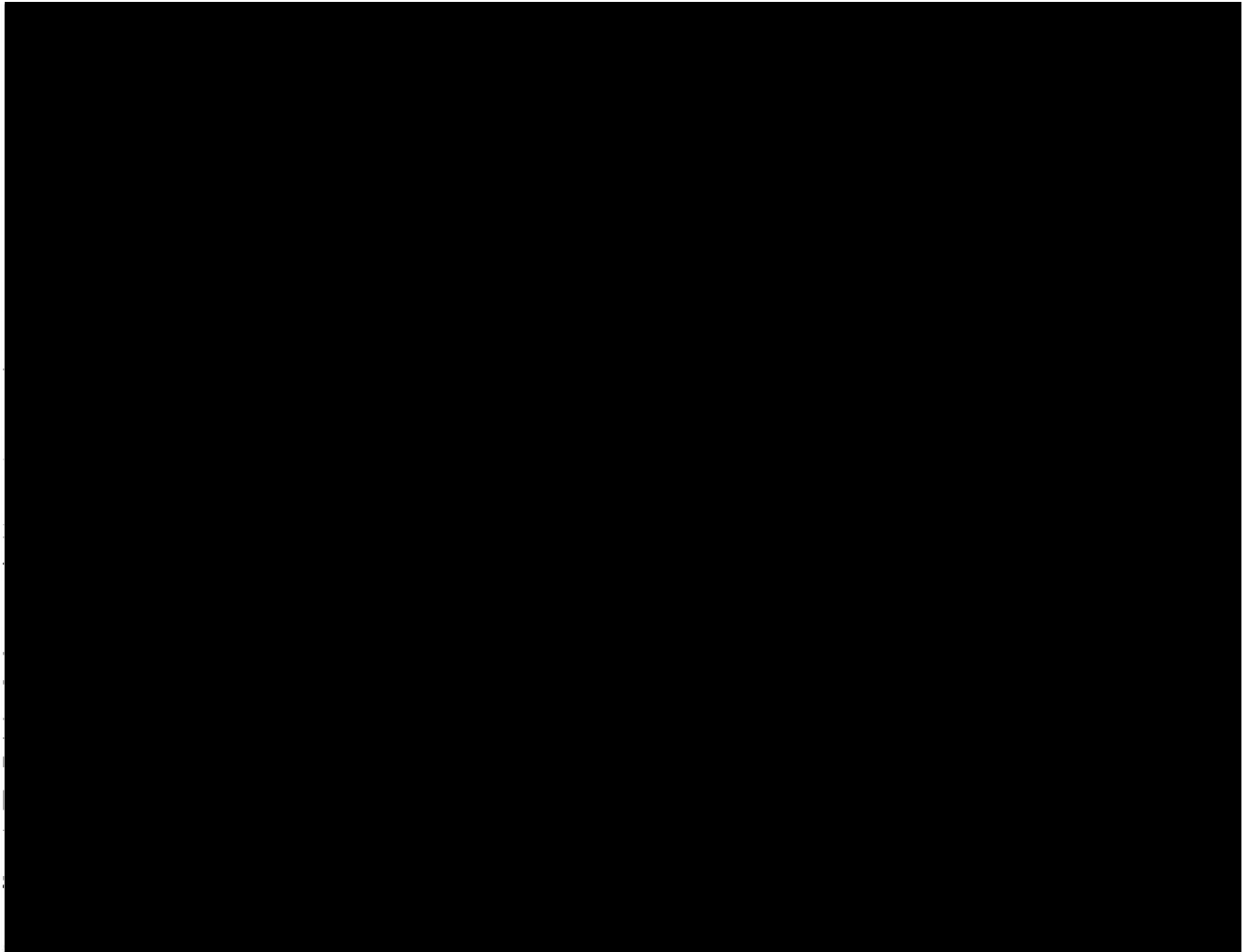
**Barrington Estates Property Holdings
Homeowners Association, Inc.**

c/o Empire Management Group, Inc.
1135 East Avenue, Clermont, FL 34711
Phone: (352) 535-0099 Fax: (407) 567-7919
hoa@empiremanagementgrp.com
[Website: www.barringtontoday.com](http://www.barringtontoday.com)

TO: All Homeowners
SUBJECT: Waste Water Treatment Facility Voting Information

Dear Homeowners,

As a follow up to the previous letter sent to all homeowners, below is the answer to the one question that was submitted to the Association in regards to the Waste Water Treatment Facility.





The Board has determined that the voting procedures regarding the proposed sale of the plant/sewer system will be as follows:

- 1) The voting packet will be hand delivered to the residents that own/occupy homes within the community. Any out of state owners will have the packets mailed to their pertinent mailing address on file with the Association.
- 2) Included with voting packet is this letter, copies of the two proposed budgets for 2017, and a ballot regarding the sale, a meeting notice and a proxy form.
- 3) The voting deadline is December 12th, 2016, therefore all ballots must be postmarked no later than December 11, 2016. Any ballots received after that date will not be counted and any received postmarked after December 11th, will not be counted. If you are voting to sell the plant, the ballot must be signed and notarized.

- 4) A notary will be provided on December 10th from the hours of 3-6 and will be located in the open space at the end of Pittsfield Drive. A tent will be setup in this space.
- 5) The Board will post the results as soon as possible and no later than December 13th, either on the community Facebook page or at the front gates.
- 6) The Board will be holding a Board meeting to formally review the voting results and adopt the operating budget for 2017 on December 14th, 2016. This meeting will be held within the community at the open space at the end of Pittsfield Drive. If you have lighting, please let the Board know. The meeting notice is included with this voting packet.

A successful vote requires 75 homeowners to vote for the sale. A Membership Meeting and Board of Directors meeting will be held on December 14, 2016 at 6pm at the end of Pittsfield to discuss the results and vote for the appropriate budget for 2017. Results from the vote will be posted by December 13, 2016 on the front gates.

Thank you for your time and attention in this matter. If you have any questions, please contact Empire Management Group at 352-535-0099 or hoa@empiremanagementgrp.com

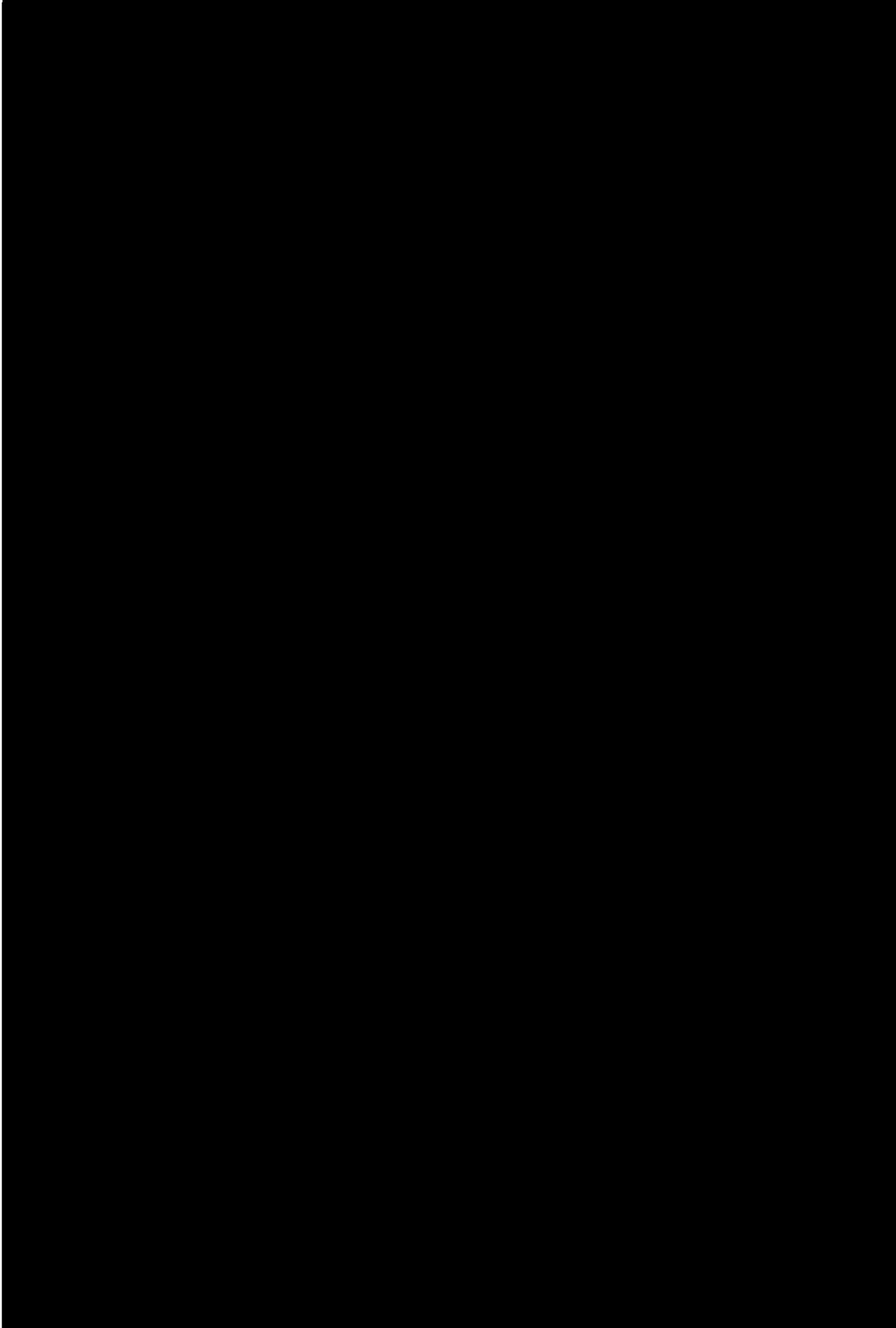
Sincerely,

Board of Directors

Attachments: 1) Sale and Retain Budgets
 2) Voting Ballot
 3) Board Meeting Notice for 12/14/16
 4) Proxy Form

**BARRINGTON ESTATES PROPERTY HOLDINGS HOMEOWNERS ASSOCIATION, INC.
OPERATING BUDGET - BASED ON 148 HOMES WITH 6 MONTHS OF WWTP MAINTENANCE**

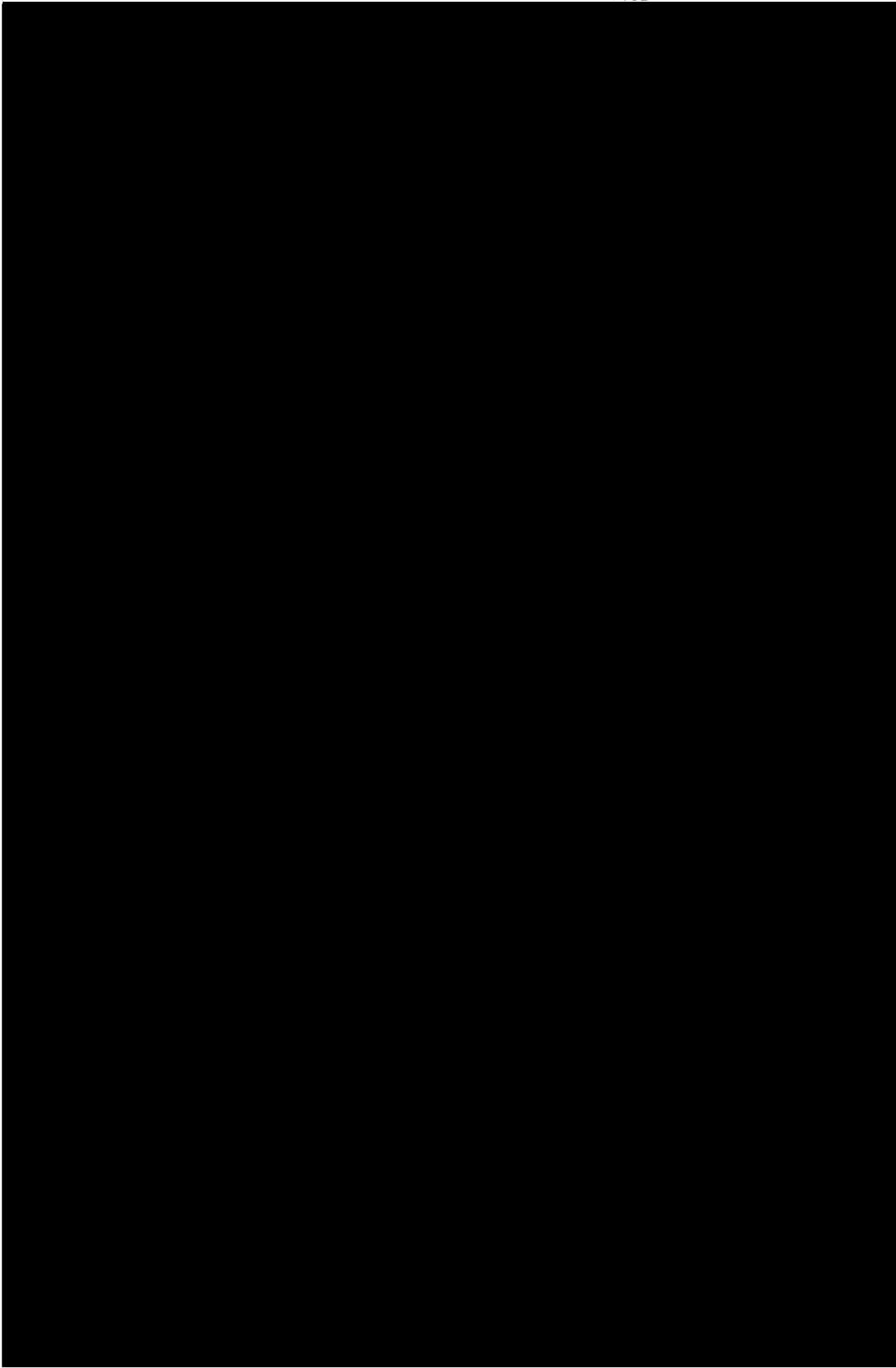
INCOME AND EXPENSES BASED ON 12 -MONTH PERIOD JANUARY 1 - DECEMBER 31



APPROVED BY:

**BARRINGTON ESTATES PROPERTY HOLDINGS HOMEOWNERS ASSOCIATION, INC.
OPERATING BUDGET - BASED ON 148 HOMES**

INCOME AND EXPENSES BASED ON 12 -MONTH PERIOD JANUARY 1 - DECEMBER 31



APPROVED BY:

PREPARED BY & RETURN TO:
Barrington Estates Property Holdings HOA
1135 East Avenue
Clermont, FL 34711

JOINDER AND CONSENT OF PROPERTY OWNER

The undersigned, _____, are the owner(s) of Lot _____, BARRINGTON ESTATES PROPERTY HOLDINGS HOMEOWNERS' ASSOCIATION, INC. ("Barrington Estates"), according to the Plat thereof as recorded in Plat Book 62, Page 46, Public Records of Lake County, Florida. *Owners do here by join in and consent to the sale of the wastewater facilities serving Barrington Estates to Utilities, Inc. ("Transaction"), which Transaction is more particularly described in that certain Indication of Interest ("IOI") letter dated April 18, 2016.* Owner(s) further verifies that he or she has reviewed the IOI letter and has been fully informed as to the terms and details of the Transaction.

Dated this _____ day of _____, 2016.

WITNESS:

Witness Name:

Witness Name:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
My Commission Expires:



April 18, 2016

Mr. Mike Miller
Barrington Estates Property Owners HOA
c/o Empire Management Group
1135 East Avenue
Clermont, FL 34711

Re: Barrington Estates Wastewater Facilities – Indication of Interest

Dear Mike,

Thank you for the opportunity to discuss the potential acquisition of the wastewater facilities serving Barrington Estates. Although the information we have gathered thus far has been limited, we wanted to share with you our preliminary indication of value and the benefits of ownership under Utilities, Inc. in order to give you and the HOA Board a basis for a decision to move forward.

Utilities, Inc. has been in business nearly 50 years and has been providing water, wastewater and reclaimed water services to customers in Florida since 1976 where we currently have over 60,000 connections. We have a strong track record of providing top quality service and have the people and capital to make the investments to insure safe, reliable service in the future. We have already made the investments in the facilities and people to provide this level of water service to Barrington Estates. If we were to acquire the wastewater facilities, we would assess the system needs and spend the necessary capital to upgrade and maintain the facilities in accordance with all the regulatory requirements and the level of service expected by the customers. This would include adding back up electric generation equipment to protect against power outages.

As a private utility, our rates are regulated by the Florida Public Service Commission (FPSC), in the same manner that the water rates are currently determined for Barrington Estates through our Lake Utility Services system. Under this regulation, we are limited as to the investment that can be recovered in rates which means that our offer to purchase the current assets would be set no higher than the rate base established by the FPSC. The information that was provided to us shows potential rate base of approximately \$270,000. This figure is based primarily on the original cost less depreciation so any recent investment or improvements may not be reflected. It does not reflect any portion of the original investment that was paid as a contribution from the customers which will be considered by the FPSC in establishing rate base. A final determination of rate base would need to be approved by the FPSC in a transfer proceeding. Since current rate base has not formally been established, we are willing to offer \$270,000 as a purchase price contingent on FPSC approval to include the full amount in rate base going forward. A definitive purchase agreement would therefore include a purchase price adjustment to reflect the FPSC's final rate base determination.

This letter is an indication of interest for further evaluation of the assets and the potential for a transaction between Utilities, Inc. and Barrington Estates HOA. This letter represents a strictly confidential and non-binding indication of interest and, except for the obligations regarding the Exclusivity Period described in the paragraph below which shall be binding on Barrington Estates HOA, no binding agreement shall exist until a final, formal agreement has been duly executed by Utilities, Inc., or an affiliate, and Barrington Estates HOA or an affiliate. As a result, this letter will at all times and in all respects remain non-binding on Utilities, Inc., its affiliates, officers, directors, employees and agents and will not give rise to any claims that this letter is a

a Utilities, Inc. company **Utilities, Inc. of Florida**

200 Weathersfield Ave. • Altamonte Springs, FL 32714-4027 • P:407-869-1919 • F:407-869-6961 • www.uiwater.com

April 18, 2016

binding contract. Once our evaluation process is complete, we may in our sole discretion begin the process of negotiating and documenting a purchase price and a binding agreement between the parties.

Barrington Estates HOA acknowledges that the due diligence investigation and review contemplated by this letter will involve the expenditure of time and money by Utilities, Inc. During the period from the date this letter is signed by Barrington Estates HOA until the earlier of (i) 90 days thereafter or (ii) the effective date of a definitive purchase agreement (the "Exclusivity Period"), neither Barrington Estates HOA nor its Representatives or Members shall directly or indirectly in any manner (a) entertain or solicit, (b) furnish or cause to be furnished any information to any persons or entities (other than Utilities, Inc. or its Representatives) in connection with, or (c) pursue any proposal or discussions for any possible sale of the assets, no matter how structured.

If you are in agreement with proceeding on this basis, please indicate your agreement by signing this letter in the space provided below and returning the signed copy to me by email at your earliest convenience so that we can make arrangements to proceed to the next steps.

Sincerely,

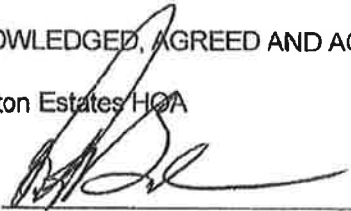


John Hoy
President, Utilities Inc. of Florida

ACKNOWLEDGED, AGREED AND ACCEPTED this 25TH day of APRIL, 2016.

Barrington Estates HOA

Per: _____



**BARRINGTON ESTATES PROPERTY HOLDINGS
HOMEOWNER'S ASSOCIATION, INC.**

c/o Empire Management Group, Inc.
1135 East Avenue
Clermont, Florida 34711
Phone: 352-535-0099 / Fax: 407-567-7919

NOTICE OF MEMBERSHIP MEETING & BOARD OF DIRECTORS MEETING

Meeting Date: December 14, 2016
Meeting Time: 6:00 p.m.
Location: Barrington Estates Property Holdings HOA
Open Space at End of Pittsfield Drive

NOTICE IS HEREBY GIVEN of the Meeting of the Membership and Board of Directors. The purpose of the Membership Meeting is to vote upon a budget increase that will be more than 15% above the regular assessment for the year prior. The increase is solely due to costs associated with the maintenance, operation and reserves for the Waste Water Treatment Plant. The results of the Waste Water Treatment Plant vote will also be discussed.

The Board of Directors meeting is being held to review the proposed 2017 Budget at the Board of Directors meeting and adopt the appropriate budget determined by the results of the Waste Water Treatment Plant sale vote.

The governing documents require that a vote either in person or proxy of Members representing fifty percent (50%) plus one (1) of the total voting interest of the Association, which is equivalent to 75 members. **If you are unable to attend this meeting it is very important for you to complete and return your limited proxy.** The proxy can either be provided to one of the Board members or mailed to the association at 1135 East Avenue, Clermont, FL 34711. The proxy is included along with this notice.

A quorum at the Membership meeting shall consist of fifty percent (50%) or 74 Units of the total voting interest in the Association, whether represented in person or by proxy. **A quorum of the Membership must be established for the meeting to be held and other Association business conducted. Failure to meet a quorum will result in the meeting being adjourned and another called with the required quorum reduced by one half (1/2).**

If you have questions please contact Mike Miller, Association Manager, at 352-535-0099 or via email to mmiller@empiremanagementgrp.com.

PLEASE TAKE NOTE OF THE FOLLOWING:

AGENDA - The meeting agenda is included with this notice. Also enclosed are copies of all supporting material. **PLEASE SAVE AND BRING THIS MATERIAL WITH YOU TO THE MEETING, AS ADDITIONAL COPIES WILL NOT BE AVAILABLE.**

Enclosures: Agenda
Limited Proxy

**BARRINGTON ESTATES PROPERTY HOLDINGS
HOMEOWNERS ASSOCIATION, INC.**

MEMBERSHIP MEETING
December 14, 2016 AT 6:00 PM

AGENDA

- I. Call to Order - Certifying Quorum**
- II. Proof of Notice of Meeting/Waiver**
- III. Reading of Unapproved Minutes – 06/21/16**
- IV. Old Business – N/A**
- V. New Business**
 - A. Board of Directors Report
 - B. Discussion of Voting Results for Sale of WWTP
 - C. Vote on Budget Increase for 2017
- VI. Adjournment**

BOARD OF DIRECTORS MEETING
December 14, 2016 Upon Adjournment of Membership Meeting

AGENDA

- I. Call to Order - Certifying Quorum**
- II. Proof of Notice of Meeting/Waiver**
- III. Reading of Unapproved Minutes – 09/07/16**
- IV. New Business**
 - A. Review of proposed increase to annual assessment
 - B. Ratification of 2017 Operating Budget
- V. Adjournment**

Date of Notice: 11/29/16

**BARRINGTON ESTATES PROPERTY HOLDINGS
HOMEOWNER'S ASSOCIATION, INC.**
Membership Meeting on December 14, 2016

GENERAL PROXY

The undersigned hereby appoints _____,
as proxy, with full power of substitution, for and in the name, place and stead of the
undersigned, to vote as proxy at the Membership Meeting to be held on December 14,
2016 at 6:00 PM at the Open Space located at the end of Pittsfield Drive within the
Barrington Estates Subdivision and any adjournments thereof. The undersigned will
not be available for the designated meeting. In no event, shall this proxy be valid for a
period longer than 90 days after the date of the meeting for which it was given.

Dated this _____ day of _____, 20_____

If the home/lot is owned by more than one person(s), all owners must sign.

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

On Site Address: _____

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate

_____ to substitute for me in the proxy set forth
above.

Dated this _____ day of _____, 20_____

Signature _____

In no event shall this proxy be valid for any period that exceeds the requirements of the
governing documents of the Association of applicable state or local laws governing
community associations. This proxy is revocable by the unit owner.

**This proxy must be returned to a Board Member or Barrington Estates Property
Holdings Homeowners Association, Inc., at 1135 East Avenue, Clermont, FL 34711,
on or before 5:00 PM (EST) on December 14, 2016 in order to be valid.**

BE-009	John Goodwin	Maryellen Goodwin	
BE-028	Veronica I. Mataprasad		
BE-041	American Homes 4 Rent		
BE-063	Peter Sanchez	Nancy Fuentes	
BE-071	Frank Amill		
BE-073	Koreen Young		
BE-080	Jerry Jacobs	Deborah Jacobs	
BE-081	Thomas Velotti	Wendy Velotti	
BE-085	Adriana De Gregorio	Joseph De Gregorio	
BE-088	John Reseland	Kathleen Reseland	
BE-093	Ganpat Shiwram	Zeena Shiwram	
BE-097	Mohammed Shalim	Oma Moonsee	
BE-098	Timothy Piper	Lisa Piper	
BE-104	Saurin Patel	Darshan Patel	
BE-110	Mohammed Shalim		
BE-131	Shaun Cargill	Patrice Cargill	
BE-138	Suzanne E. Matthews		
BE-140	Ronnie Richardson	Kathleen Richardson	
BE-147	Steven H. Addair	Deborah D S Addair	

11-29-16
added to all
awards on this list
 JW

BE-001	Rocky Shankar	Farida Shankar	
BE-002	Matthew Bartolotta	Limari Bartolotta	
BE-003	William S. Moore	Diana M. Moore	
BE-004	Yancy Pena	Carlos Beltran Rivera	
BE-005	Jonathan Rodriguez	Doralis Rodriguez Menendez	
BE-006	Albert Strickland	Deborah Strickland	
BE-007	Derek Parker	Lindsay Parker	
BE-008	David Clark	Kimberly Clark	
BE-010	Donald A. Basile Jr.	Kimberly A. Basile	
BE-011	Yesenia Morales	Ramon Carrlon	
BE-012	Nick Arroyo	Natalie Arroyo	
BE-013	Thomas Wilkins	Kathy Wilkins	
BE-014	Terrance Ballard	Rachel Smedley	
BE-015	Richard Arnett	Lyssa Arnett	
BE-016	Gerry Lafleur	Christine Zimmerman	
BE-017	Roy Godfrey	Ruthann Godfrey	
BE-018	Jaime Vega, Jr.		
BE-019	John Lewis	Alexis Lewis	
BE-020	Jonathan G. Young	Marcela Young	
BE-021	James Mulandi	Elizabeth Wanjiku	
BE-022	Jose Palanza	Angela Palanza	
BE-023	Christi L Gottschalk		
BE-024	Sarah Nemet	Louis Seaman	
BE-025	William Velez		
BE-026	Mary H. Jenkins		
BE-027	Barrington G. Dyer	Sydney McLeod	
BE-029	Michael Hooper	Sonya Hooper	
BE-030	Liyod Auman	Donna Auman	
BE-031	Jeffrey Tilwick	Jana Tilwick	
BE-032	Sara A. Schofield		
BE-033	Lincoln Rampersadsingh	Diana Rampersadsingh	
BE-034	Christina E. Juszczak		
BE-035	Andres Rodriguez		

Hand delivered by Lexie -
 BOD member to all owners on this list -

BE-036	Warren A. Dedrau		
BE-037	Gordon Lucking		
BE-038	Jeffrey J. Menkel		
BE-039	John Hinson		
BE-040	Thomas Kehlenbeck	Jenny Kehlenbeck	
BE-042	James Francis	Mia Francis	
BE-043	Glenroy Nicholas		
BE-044	Terry Noble	Cindy Noble	
BE-045	April Taylor	Jason Taylor	
BE-046	Carolina Vega		
BE-047	James M. Queen	Tammy B. Queen	
BE-048	Michel I. Vasquez Barrett		
BE-049	Jerry Wright	Darren Wright	
BE-050	Bradley Kreisher	Dedra Kreisher	
BE-051	James Henry, Jr.	Karen Henry	
BE-052	Larry J. Clifton		
BE-053	Jeffrey Googe	Brittany Googe	
BE-054	Joseph Cole	Jessica Charron	
BE-055	Lawrence La Galle	Denice La Galle	
BE-056	James Damone	Dawn Lewis	
BE-057	Draw Pecoraro	Angela Pecoraro	
BE-058	Mauricio Terneus	Sabrina Terneus	
BE-059	Mario Quimbao	Joan Quimbao	
BE-060	Robert Knoblauch	Angela Knoblauch	
BE-061	Anthony Hauser	Jane Hauser	
BE-062	Leo D. Marquis, III	Vickie Marquis	
BE-064	Christopher Coppenger	Ashley Coppenger	
BE-065	Brian Weeks	Alissa Rebelo	
BE-066	Andre De Freitas Magalhaes		
BE-067	Joshua Alfrey	Heather Alfrey	
BE-068	Page Amundson	Jennifer Amundson	
BE-069	Daniel Chavec	Johanna Chavec	
BE-070	Ron Bowen	Cherrie Bowen	

BE-072	Victor Santa-Conde	Norma Jimenez	
BE-074	Abdool Karim	Bibi Karim	
BE-075	Darryl Smith	Linette Davis	
BE-076	Robert Breakiron	Ann Scott	
BE-077	Mark Krurnowski	Maureen Krurnowski	
BE-078	Shad Kirshenbaum	Deleida Kirshenbaum	
BE-079	Kelly C. Aboytes		
BE-082	Anthony Lee	Angel Rivera	
BE-083	Phillip Guyette	Stephanie Guyette	
BE-084	Michelle A. Salazar		
BE-086	David Santiago, Jr.	Christina Santiago	
BE-087	Matthew Ficarelli	Frankie Ficarelli	
BE-089	Scott Battaglia	Sonia Battaglia	
BE-090	Matthew Bartoli	Janna Bartoli	
BE-091	Alfredo Aponte Avila	Bernice Marcano Rivera	
BE-092	Robert White	Ashleigh White	
BE-094	Sarah F. Johnson		
BE-095	Wanik Gilus		
BE-096	Sally Busby	Sarah Marsh	
BE-099	Ann Jeanette Bonacki		
BE-100	Ryan G. Polk	Casey J. Polk	
BE-101	Laura Knutson		
BE-102	Pedro Bolano	Sheree Orduna	
BE-103	Jorge Nichar	Stephanie Nichar	
BE-105	Robert Messinger	Beverly Messinger	
BE-106	Juan Escobar	Nataly Suero	
BE-107	Erick Garcia	Nihal Garcia	
BE-108	Daunte Covington	Linh T. Le	
BE-109	Steven J. Underwood	Linda Underwood	
BE-111	Mary E. Haas	George Haas	
BE-112	Gabriel E. Pantely		
BE-113	Ricardo M. Boodoo		
BE-114	Nitza Gutierrez	Jose Gutierrez	

BE-115	Amanda J. Fuchs		
BE-116	Gregory Clarke	Stephanie Clarke	
BE-117	Gilberto Cruz	Dhanrajle Smth	
BE-118	Luis Guzman	Christine Kotulak	
BE-119	Louis Melendez	Jessica Melendez	
BE-120	Genise Orihuela		
BE-121	Timothy Tarr	Catherine Tarr	
BE-122	Lorenzo Hicks	Aglathia Hicks	
BE-123	Brian Clinton	Wenjun Clinton	
BE-124	Ana Maria Tavarez DeMelo	Juliana Bandeira De Melo Harrington	
BE-125	Tom & Brandy Ferry	Sandra Vilmer	
BE-126	Diogo D. Maia	Zsuzsanna Szabo	
BE-127	Ana Tobienne		
BE-128	Matthew B. Williams	Tanya M. Williams	
BE-129	Shandra N. Perkins		
BE-130	William Rodriguez	Mildred Rodriguez	
BE-132	Carly Friedman		
BE-133	Perry A. Rietze	Laury J. Rietze	
BE-134	Rodrigo Reinehr	Gisela Reinehr	
BE-135	Kyle Medvetz		
BE-136	Jason Celen	Gwen Celen	
BE-137	Matthew A. Schofield		
BE-139	Daryl Ezelle	Jessica Ezelle	
BE-141	Charles Whiting	Charlynn Whiting	
BE-142	Virgil Scarbrough	Carole Scarbrough	
BE-143	Richard Freeman, III	Ashton Freeman	
BE-144	Aires Marcelo		
BE-145	Bryan M. Woods	Leah M. Woods	
BE-146	Christopher Hobbs	Ashley Hobbs	
BE-148	Amado S. Esaine	Yinalda E. Dominguez	

OPERATION AND MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT, is made and dated as of July 27th, 2017 by and between UTILITIES, INC. OF FLORIDA, a Florida corporation (“**UIF**”), and BARRINGTON ESTATES PROPERTY HOLDINGS HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (“**OWNER**”), for the operation and maintenance of the Barrington Estates Wastewater Treatment Plant located at 9716 Pine Island Rd., Clermont, FL 34715 (the “**Utility System**”).

WHEREAS, UIF agrees to provide OWNER with operation and maintenance services for the Utility System and would like to set forth the rights, responsibilities, and expectations of the parties below.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein set forth, and the undertakings of each party to the other, UIF and OWNER each binding itself, its successors and assigns, do mutually covenant, promise, and agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the terms listed in this Section shall have the following meanings:

- (a) “**Certified Operators**” shall mean personnel, employees, or agents of UIF certified by the Florida Department of Environmental Protection (“FDEP”), to operate and maintain the wastewater treatment plant and related facilities;
- (b) “**Area Manager**” shall mean a personnel, employee, or agent of UIF, qualified under the rules, regulations, and standards of UIF, and certified by the FDEP, to operate and maintain wastewater treatment plant and related facilities;
- (c) “**Contract Payments**” shall mean the Monthly Fee and all other amounts paid, or required to be paid, by OWNER to UIF pursuant to this Agreement;
- (d) “**Monthly Fee**” shall have the meaning set forth in Schedule B;
- (e) “**Operation and Maintenance**” shall mean the services provided by UIF as set forth in ARTICLE II;
- (f) “**OWNER Representative**” shall have the meaning set forth in Section 5.01;
- (g) “**State**” shall mean the State of Florida; and
- (h) “**UIF Representative**” shall have the meaning set forth in Section 5.01.

ARTICLE II DUTIES OF UIF

Section 2.01. Operation and Maintenance. UIF shall provide the services set out in Schedule A hereto.

Section 2.02. Date Services Commence. UIF shall commence Operation and Maintenance of the Utility System on the first day of the month after the execution of the Utility Asset Purchase Agreement entered into between the parties.



Section 2.03. Period of Services. Either party may cancel this Agreement by providing the other party a thirty (30) day written notice delivered by U.S. mail. This Agreement shall automatically terminate on the date of closing of the Utility Asset Purchase Agreement referenced in Section 2.02 above.

ARTICLE III DUTIES OF OWNER

Section 3.01. Contract Payments and Reimbursement.

- (a) OWNER shall arrange direct payment or reimburse UIF as provided in ARTICLE IV herein for all Contract Payments and any other costs or fees reasonably incurred by UIF in Operation and Maintenance and for capital expenditures incurred with respect to the Utility System, as more particularly set out in Schedule B.
- (b) The Monthly Fee will be billed to OWNER on a monthly basis.
- (c) All other costs and capital expenditures incurred by UIF and subject to reimbursement by OWNER hereunder will be billed at cost to OWNER as they are incurred. OWNER shall have the right during reasonable business hours to examine and audit UIF's supporting materials (including without limitation vendor invoices) relating to all of the costs billed to OWNER under this Agreement. UIF shall retain these materials for a period of one (1) year after the termination of this Agreement and shall permit OWNER to inspect and copy these materials during reasonable business hours.

Section 3.02. Payment of Governmental and Other Charges. OWNER shall make all payments of governmental charges (including taxes or similar assessments), if any, lawfully levied or assessed in connection with the Utility System including, without limitation, all governmental charges levied or assessed upon UIF with respect to the Utility System, or upon any part thereof, or upon any Contract Payments in respect thereof. OWNER shall make said payments when they become due, and shall bear all responsibility for, and save UIF harmless from, any fines and penalties levied by governmental authorities to the extent such fines and penalties are not the direct result of the sole negligence of UIF.

Section 3.03. Alterations and Improvements. The parties shall consult with each other prior to making any alterations or improvements to the Utility System. No such alterations or improvements which affect either party's ability to carry out the terms of this Agreement shall be made without the written agreement of both parties. Approval by each party may not be unreasonably withheld.

Section 3.04. Utilities. OWNER, at its own expense, shall make available to UIF sufficient water, electricity, and other utilities which are necessary or incidental to Operation and Maintenance.

Section 3.05. Treatment Facilities. OWNER, at its own expense, shall provide all treatment equipment and chemicals necessary to ensure proper Operation and Maintenance of the Utility System, and which comply with appropriate safety, governmental regulations, and permit requirements. A copy of monthly operating reports are due to OWNER at the same time they are provided to regulators. OWNER will be responsible for the calibration and accuracy of the metering equipment.

Section 3.06. Plant Capacity; Connections; Additional Measures. OWNER will not authorize connections or make commitments without first obtaining assurance from UIF that capacity is available. OWNER shall consult with UIF prior to approving or permitting any connection, whether domestic,

commercial or industrial, which may in UIF's judgment cause an overloading of the hydraulic capacity or treatment capability of said facilities as required by the permit. OWNER shall implement all measures necessary to ensure that UIF, by exercising its best efforts in accordance with ordinary custom, usage, and the provisions hereof, will be able to operate said facilities in compliance with all federal, State, and local laws and regulations. OWNER shall notify UIF in writing of all new connections.

Section 3.07. Capital Improvements. OWNER shall be responsible for all capital improvements to the Utility System required to maintain all required safety and compliance regulations as well as to maintain proper level of service to its customers, and shall reimburse UIF for the cost of any such improvements UIF is required to make in carrying out its duties hereunder. In the event that any such capital improvements is anticipated to exceed \$5000.00, OWNER must advance funds sufficient to cover reimbursement of such costs. OWNER shall ensure all contractors working on such projects, which are located on Utility System sites, have appropriate certification and licensure and maintain workers compensation, general commercial liability, auto and other such insurance coverage as is standard in the industry for projects of this type. In the event OWNER is interested in having UIF provide project management services for any such projects, such service shall be the subject of an amendment to this Agreement or a separate services agreement.

ARTICLE IV CONTRACT PAYMENTS

Section 4.01. Fees. The fees for Operation and Maintenance are set out in Schedule B hereto.

Section 4.02. Contract Payments. Within thirty (30) days after receipt of each written invoice from UIF for any Contract Payments, OWNER shall pay the full amount specified therein. If OWNER disputes the amount of any bill, both parties will meet in good faith within thirty (30) days after receipt of said bill to resolve the dispute, after which time, OWNER shall promptly pay the mutually agreed upon unpaid amount.

Section 4.03. Emergency and Other Expenses. If any condition or emergency arising at the Utility System which, if unchanged or left unabated, would prevent or endanger the ability of UIF under the provisions of this Agreement from operating the Utility System in compliance with any federal, State, or local law or regulation, UIF is authorized to initiate work to repair the Utility System and will immediately notify and remain in contact with the OWNER Representative. OWNER will pay directly or refund to UIF all costs for emergency and other expenses which UIF reasonably must incur in order to respond to the condition or emergency.

ARTICLE V GENERAL PROVISIONS

Section 5.01. OWNER & UIF Representatives. The following person shall be OWNER's Representative, who can be contacted at any hour of the day or night for the duration of this Agreement:

Name: Empire Management Group c/o Michael Miller
Address: 1135 East Avenue Clermont, FL 34711
Phone numbers: (352) 535-0099
Email: mmiller@empiremanagementgrp.com

The following person shall be UIF's Representative who can be contacted at any hour of the day or night for the duration of this Agreement:

Name: Domenic Gentilucci, Area Manager
Address: 200 Weathersfield Avenue Altamonte Springs, FL 32714
Phone numbers: 866 842 8432
Email: dvgentilucci@uiwater.com

The UIF Representative shall have full and complete authority to bind UIF concerning costs for items not anticipated in the routine operation of the Utility System.

Section 5.02. Access. OWNER or its authorized representatives shall have the right of access to, and inspection of, all property, facilities and equipment within the Utility System. However, OWNER will coordinate such access and inspection with UIF and OWNER agrees not to interfere with UIF's operation of the Utility System.

Section 5.03. Termination.

- (a) **Material Breach.** If either party breaches a material term (including the provisions of Section 4.02 or provisions requiring payment when due) or is in substantial breach of the terms of this Agreement, becomes insolvent, commits an act of bankruptcy, has a receiver or liquidator appointed for its assets or files for protection from its creditors under applicable insolvency legislation, the other party may, without prejudice to any other rights or remedies it may have, terminate this Agreement by giving the defaulting party three (3) business days written notice.
- (b) **OWNER Breach.** UIF may, without prejudice to any other rights or remedies it may have, terminate this Agreement on ten (10) days written notice to OWNER if any portion of the Utility System or its operation is not in compliance with Laws or Permits (except as a result of a failure by UIF to meet its obligations under this Agreement) and OWNER fails or refuses to take, forthwith upon identification of such non-compliance, all steps necessary to make the Utility System and its operation compliant.

Section 5.04. Termination Costs. In the event the Agreement is terminated, OWNER agrees it shall pay UIF the following amounts without set-off or recoupment:

- (a) all outstanding Contract Payments accrued up to and including the date of termination, plus all amounts incurred by UIF prior to the date of termination for which UIF is entitled to reimbursement or payment;

Within sixty (60) days after the termination of this Agreement, UIF shall send OWNER a final invoice itemizing the costs incurred by UIF from the date of the last monthly invoice to the effective date of termination, plus any amounts due to UIF under this Agreement, and crediting OWNER with any advanced funds held by UIF. OWNER shall remit the outstanding balance to UIF within thirty (30) days of receipt of a final invoice.

Section 5.05. Subletting, Assignment, or Transfer. The benefits and obligations hereunder shall inure to, and be binding upon, the parties hereto. No right or duty hereunder shall be sublet, assigned, delegated, or otherwise disposed of, by either party hereto, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. Any sublease, assignment, delegation, or other disposal in violation of this Section shall be null and void.

Section 5.06. General Compliance with Laws. Each party hereto shall comply with all federal, State, and local laws and regulations that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance or payment.

Section 5.07. Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement or any negotiated change order. Failure to do so shall constitute a waiver of any claim hereunder.

Section 5.08. Warranty and Liability.

- (a) UIF warrants to OWNER that Operation and Maintenance will be performed in a professional and workmanlike manner in accordance with applicable commercial standards. ANY CLAIM BY OWNER UNDER THE FOREGOING WARRANTY MUST BE MADE WITHIN SIX (6) MONTHS AFTER PROVISION OF THE OPERATION AND MAINTENANCE SERVICES TO WHICH THE CLAIM RELATES, AND OWNER AGREES THAT ALL OTHER CLAIMS ARE HEREBY WAIVED. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UIF OR THE BREACH OR NON-PERFORMANCE BY UIF OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF UIF, ITS DIRECTORS AND OFFICERS TO OWNER FOR DAMAGES FOR ANY OTHER CAUSES WHATSOEVER, AND OWNER'S MAXIMUM, SOLE AND EXCLUSIVE REMEDY, , SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CONTRACT PAYMENT PAID BY OWNER TO UIF HEREUNDER FOR THE YEAR IN WHICH THE OPERATION AND MAINTENANCE GIVING RISE TO ANY CLAIM WERE PERFORMED. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UIF OR THE BREACH OR NON-PERFORMANCE BY UIF OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, UIF, ITS DIRECTORS AND OFFICERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO OPERATION AND MAINTENANCE PROVIDED UNDER THIS AGREEMENT, , AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UIF makes no warranty for materials and supplies purchased on OWNER's behalf, but UIF will use commercially reasonable efforts to provide OWNER with the benefit of any warranties made by the vendors of such materials and supplies. Documentation prepared or furnished by UIF to OWNER hereunder may include information from third party sources; accordingly, UIF makes no warranty regarding the accuracy or completeness of documentation it supplies pursuant to this Agreement.
- (b) OWNER Release and Indemnity. OWNER releases and will indemnify and hold harmless UIF and its affiliates and their respective directors, officers, servants, agents, contractors and employees (collectively, "UIF Group") from and against any and all actions, liabilities, demands, environmental remediation and cost recoveries, losses, orders, fines, penalties, claims, damages,

costs and expenses (including applicable attorneys' fees and disbursements, investigation expenses, consultants' fees and adjusters' fees and disbursements) (collectively, "Losses") whatsoever and whenever occurring or caused, that may be brought against or suffered, incurred, sustained or paid by any one or more of the UIF Group arising out of or in connection with this Agreement or the Services, excluding only such of the foregoing to the extent arising from the gross negligence or willful misconduct of UIF or the breach or non-performance by UIF of any of its obligations under this Agreement. For greater certainty and without limiting the foregoing, OWNER will indemnify and hold harmless the UIF Group for any Losses relating to environmental damage or asbestos, except to the extent such Losses arise from the gross negligence or willful misconduct of UIF or the breach or non-performance by UIF of any of its obligations under this Agreement.

- (c) **UIF Release and Indemnity.** UIF releases and will indemnify and hold harmless OWNER and its directors, officers, servants, agents, contractors and employees (collectively, "OWNER Group") from and against any and all Losses whatsoever and whenever occurring or caused, that may be brought against or suffered, incurred, sustained or paid by any one or more of the OWNER Group arising out of the gross negligence or willful misconduct of UIF.
- (d) **Survival.** The provisions of this Section 5.08 will survive any termination of this Agreement.

Section 5.09. Insurance.

- (a) **Liability Insurance.** Each party will, at its expense, take out and maintain at all times during the term of this Agreement, comprehensive general liability insurance covering no less than \$1 million per occurrence. Such insurance will, in each case, be placed with reputable insurers licensed in the relevant jurisdiction and will include the other party as an additional insured.
- (b) **UIF Insurance.** In addition to the insurance listed in Section 5.09(a), UIF will, at its expense, take out and maintain appropriate workers compensation insurance.
- (c) **OWNER Insurance.** In addition to the insurance listed in Section 5.09(a), OWNER will, at its expense, take out and maintain all risks property insurance on its furniture, fixtures and improvements and, where applicable, boiler and machinery insurance, in each case in an amount that a prudent facility owner in similar circumstances would maintain and with reputable insurers licensed in the relevant jurisdiction.
- (d) **Certificate of Insurance.** Each party will, promptly upon execution of this Agreement and thereafter from time to time upon request during the term of this Agreement, provide to the other party a certificate of insurance evidencing those insurances required to be maintained by it pursuant to this Section 5.09.

Section 5.010. Disputes and Governing Law. All disputes under this Agreement, if not resolved by the parties, shall be resolved by courts or competent jurisdiction in the State of Florida and in accordance with the laws of the State of Florida.

Section 5.011. Severability. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 5.012. Effective Date. This Agreement shall be effective on the day and year first written hereinabove.


Section 5.013. Execution. This Agreement may be executed by facsimile, PDF, or other electronic means, and in any number of counterparts, each of which will be considered an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

UTILITIES, INC. OF FLORIDA

OWNER, INC.

Per: 
Name: John P. Hoy
Title: President

Per: 
Name: Alexis Lewis
Title: President

**SCHEDULE A
SCOPE OF SERVICES**

- I. **REGULAR SERVICES:** the following Operation and Maintenance services will be provided by UIF as regular services “**Regular Services**”:
- (a) provide Florida certified Operators who shall be in proximity or on-site at the Utility System in compliance with all regulatory staffing requirements. In addition, provide an Area Manager who must be reachable by telephone or other means and available to respond to emergency situations at all times;
 - (b) provide OWNER with written or verbal updates on Operation and Maintenance, as reasonably requested, and notify OWNER in a timely manner whenever issues, emergencies, and/or potential violation(s) occur;
 - (c) perform routine process control tests including chlorine residual and pH analysis by state certified operators in conformance with the WWTP’s operating permit, No. FLA416207;
 - (d) collect, store and transport plant effluent samples to a qualified commercial laboratory for analysis and submittal to FDEP on a monthly basis. The sample collection frequency and laboratory testing prices are shown in **Exhibit A** of this contract;
 - (e) inspect the lift station to verify that the pumps, control panel, electrical components and associated equipment are working satisfactorily. However, the removal, unclogging and repair of submersibles pumps is not considered a routine task. Unclogging of pumps will be accomplished at an additional cost per our schedule of charges listed herein;
 - (f) inspect the operation of sludge return and scum return equipment;
 - (g) maintain all records of sampling and any system repairs performed;
 - (h) submit monthly Discharge Monitoring Report (DMR) to the FDEP. Owner shall be forwarded a copy monthly;
 - (i) meet and correspond with FDEP officials for routine inspections and communications required to operate the Utility System;
 - (j) provide all normal and customary customer service to all present and potential Utility System customers;
 - (k) prepare and submit reports on Operation and Maintenance as required by local, State, and federal regulatory agencies. OWNER shall be forwarded a copy of any and all such submissions;
 - (l) repair and maintain Utility System and acquire and supervise contractual services (subject to the written approval of OWNER for any estimated amount to exceed \$1000.00). All costs of contractual services are subject to reimbursement by OWNER;

- (m) responsibility for repair and maintenance of Utility System and institute preventive and corrective maintenance programs, including purchase of necessary minor repair parts (subject to reimbursement by OWNER).
- (n) if necessary, represent OWNER, as OWNER's contractual representative (not attorney), before federal, State, and local regulatory agencies, including the FDEP, and United States Environmental Protection Agency;
- (o) initiate, maintain and supervise all safety precautions and programs deemed necessary by regulatory authorities in connection with work provided by them. UIF shall provide for the safety of and shall provide the protection reasonably necessary to prevent damage, injury or loss to UIF employees;
- (p) acquire and supervise contractual services, such as the service of specialized mechanics, electricians, and professional engineers (subject to the approval of OWNER for any estimated amount to exceed \$1000.00), all subject to reimbursement by OWNER;
- (q) purchase lubricants, materials, safety equipment and supplies necessary or incidental to proper Operation and Maintenance, subject to reimbursement by OWNER;
- (r) respond to any emergencies during or after regular business hours as necessary as quickly as possible;
- (s) **Emergency contact phone number.** UIF will maintain an after-hours contact telephone number with a 24-hour answering service for emergency response, which is **(866) 842-8432**.

2. OWNER shall be responsible for the following, unless otherwise agreed upon in writing by the parties (UIF's pricing for these items are included in Schedule B for reference):

- (a) provide detailed notification of all repairs made to the water system that are not performed by either UIF or our designated sub-contractor so proper records may be kept to meet state requirements;
- (b) paying for all repairs and capital improvements required to keep the water system operating in a safe and environmentally compliant manner;
- (c) any additional testing that is requested or required by the FDEP in addition to the routine sampling covered under the Wastewater Permit is not included in the base monthly operating fee and will be paid by OWNER Incorporated.

**SCHEDULE B
FEES**

ITEM	FEE*
Base monthly operation fee for Regular Services (“Monthly Fee”)	\$615.00
Service request that can be performed during normal daily check This only includes any call that can be covered during the time the operator is onsite for the routine check. If the call runs outside the timeframe additional hourly charges will apply	No Charge
Equipment and supplies to be invoiced at	Cost** plus 10%
Chlorine in the form of Calcium Hypochlorite will be supplied by UIF at	Cost** plus 10%
<p>Other Charges Additional fees applicable to activities related to the Regular Services, but not included in the Monthly Fee: materials, supplies and third party services secured by UIF on behalf of OWNER in connection with the provision of the Regular Services (including, without limitation, chemicals, lab samples and associated delivery costs, diesel fuel and replacement parts)</p>	Cost** plus 10%
<p>Emergency and After Hours Call Out Services Emergency call out fees after normal working hours (<u>note</u>: applicable after 5 pm and before 8 am Monday through Friday and all day Saturday and Sunday and charged portal to portal per Operator or others as required per event will apply, plus any applicable reimbursements for work reasonably required to respond to emergency. Additional fees apply to overtime, statutory holiday work, and time exceeding the Included Hours performed by UIF or others as required from time to time (excluding emergency call out services):</p>	
Operator after hours and statutory holiday supplemental rate	\$42.00 hourly

* Fees listed do not include applicable taxes.

** “Cost” means the cost incurred by UIF (inclusive of any applicable taxes paid by UIF to its supplier/contractor) to secure the relevant materials, supplies or third party services.

EXHIBIT A

Description of Services

I. Wastewater Permit Required Sample Frequency and Collection and Testing Fee

Sample Parameter	Fee	Monthly	Quarterly	Semi-Annual	Annual
Influent					
BOD, Carbonaceous 5 day, 20C	\$22.00				X
Solids, Total Suspended	\$16.50				X
Effluent					
BOD, Carbonaceous 5 day, 20C	\$22.00	X			
Solids, Total Suspended	\$16.50	X			
Fecal Coliform	\$16.50	X			
Nitrogen, Nitrate, Total (as N)	\$16.50	X			
Nitrogen, Total	\$66.00		X		
Phosphorus, Total (as P)	\$33.00		X		
MW-1					
Nitrogen, Nitrate, Total (as N)	\$16.50			X	
Solids, Total Dissolved (TDS)	\$16.50			X	
Chloride (as Cl)	\$16.50			X	
Phosphorus, Total	\$33.00			X	
Coliform, Fecal	\$16.50			X	
Turbidity, Lab – Ntu	\$11.00			X	
MW-2					
Nitrogen, Nitrate, Total (as N)	\$16.50			X	
Solids, Total Dissolved (TDS)	\$16.50			X	
Chloride (as Cl)	\$16.50			X	
Phosphorus, Total	\$33.00			X	
Coliform, Fecal	\$16.50			X	
Turbidity, Lab – Ntu	\$11.00			X	

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer of Assets
Of Exempt Utility and for Amendment of
Certificate 465-S in Lake County by
Utilities, Inc. of Florida

Docket No. 20170174- SU

**NOTICE OF SERVICE OF BARRINGTON ESTATES
PROPERTY HOLDINGS HOMEOWNERS' ASSOCIATION,
INC.'S DISCOVERY RESPONSES**

Barrington Estate Property Holdings Homeowners' Association, Inc., ("Barrington"), by and through its undersigned counsel, hereby notices service response to Public Service Commission Staff's First Request for Production of Documents (Nos. 1 – 4).

Respectfully submitted this 27th day of August, 2018.

/s/ Chelsea L. Metka
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that Barrington Estate Property Holdings Homeowners' Association, Inc.'s response to response to Public Service Commission Staff's First Request for Production of Documents (Nos. 1 – 4) have been sent to the following parties via electronic mail delivery this 27th day of August, 2018.

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