



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, October 15, 2024
4:00 PM

AGENDA

Board of Commissioners Meeting
103355 Overseas Highway
Key Largo, FL 33037

Meeting link for computer, tablet, or
smartphone.

www.gotomeet.me/KLWTDCLerkboard-meeting

**(Toll Free): 1 877 309 2073
(646) 749-3129**

Access Code: 587-583-005

BOARD MEMBERS:

| | |
|-------------------|---------------------|
| Nicolas Rodriguez | Chairman |
| Timothy Maloney | Vice Chairman |
| Susan Heim | Secretary-Treasurer |
| Robert Majeska | Commissioner |
| Philip Schwartz | Commissioner |

DISTRICT STAFF:

| | |
|-----------------|-----------------|
| Peter Rosasco | General Manager |
| Nicholas Mulick | General Counsel |
| Shannon McCully | Clerk |

MISSION STATEMENT:

"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."

Please mute cell phones.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETING

- 1. Minutes of October 1, 2024 4

G. GENERAL MANAGER

- 1. 2024 Wastewater Rate Study Results presented by Raftelis 27
- 2. 2025 Board Meeting Schedule and Holiday Schedule 42

H. CUSTOMER SERVICE

- 1. Customer Service Report – September 2024 45

I. IT

- 1. IT Report – September 2024 47

J. BUDGET AND FINANCE

- 1. Budget and Finance Report – September 2024 49

K. FIELD

- 1. Field Report – September 2024 52

L. PLANT/FACILITIES

M. CAPITAL PROJECTS

- 1. Capital Projects Report – September 2024 55

N. ENGINEERING

1. Florida Keys Area of Critical State Concern grant program

74

O. LEGAL

P. COMMISSIONER'S ITEMS

1. Islamorada Discussion

81

Q. ROUNDTABLE

R. ADJOURNMENT

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: F-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Minutes of October 1, 2024

Summary:

Staff to present the minutes of October 1, 2024, for approval.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Minutes

Approved By: _____

General Manager



Date: _____

10/10/2024



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, October 1, 2024

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE (B)

Mr. Ryan Dempsey led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Sue Heim, Timothy Maloney, and Robert Majeska

Present Virtually: Commissioner Philip Schwartz (non-voting)

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Connie Fazio; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; Weiler Engineering Ed Castle; IT Consultant Dave Soper; IT Support Manny Santana.

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

Guest: Rob Cole, Village of Islamorada Manager

Guest: Curt Debrunner, Synagro Area Sales Manager

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Commissioner Majeska requested the addition of item *P-1 Rate Study Copy*

Commissioner Heim requested the addition of Item *P-2 MJ Wood Status*

Mr. Rosasco requested item *L-3* be presented before item *H-1*

Motion: Commissioner Maloney made a motion to approve the agenda as amended. Commissioner Majeska seconded the motion. Motion passed without objection.

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of September 3, 2024 (F-1)

Motion: Commissioner Majeska made a motion to approve the minutes of September 3, 2024. Commissioner Maloney seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

EPA Plant Visit (G-1)

Mr. Rosasco discussed the EPA's tour of the Plant on September 18, 2024.

Islamorada Update/Discussion (G-2)

Mr. Cole inquired whether the Board is interested in discussing possibly extending KLWTD's sewer responsibilities in Islamorada. The Board responded that the North Plantation Key station project must be resolved and completed to the satisfaction of all parties.

CUSTOMER SERVICE (H)

Customer Service Report – August 2024 (H-1)

Ms. Fazio presented the Customer Service monthly report.

IT (I)

IT Report – August 2024 (I-1)

Mr. Santana presented the IT monthly report.

BUDGET AND FINANCE (J)

Budget and Finance Report – August 2024 (J-1)

Ms. Fazio presented the Budget and Finance monthly report.

FIELD (K)

Field Report – August 2024 (K-1)

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)

Plant/Facilities Report- August 2024 (L-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

Aerzen Blower Repair (L-2)

Mr. Dempsey presented the Aerzen blower repair proposal.

Motion: Commissioner Maloney made a motion to approve item L-2. Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye

Commissioner Majeska – Aye

Commissioner Heim – Aye

Chairman Rodriguez – Aye

Synagro Agreement for FY2025 (L-3)

Mr. Dempsey presented the FY 2024 Synagro Contract.

Motion: Commissioner Maloney made a motion to approve the L-3. Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

CAPITAL PROJECTS (M)

Capital Projects Report – August 2024 (M-1)

Mr. Castle presented the Capital Projects monthly report.

ENGINEERING (N)

WEC 25-01 - Capital Projects & Construction Services (N-1)

Mr. Castle requested approval of the WEC Work Authorization for FY25 for Capital Projects and Construction Services. (Attachment A, signed agreement page.)

Motion: **Commissioner Heim made a motion to approve the item N-1.**
 Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

WEC 25-02 - WWTP Engineering Services (N-2)

Mr. Castle requested approval of the WEC Work Authorization for FY25 for Engineering Services. (Attachment B, signed agreement page.)

Motion: **Commissioner Majeska made a motion to approve item N-2.**
 Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye
Commissioner Maloney – Aye
Commissioner Heim – Aye
Chairman Rodriguez – Aye

WEC 25-03 - Field Operations General Consulting (N-3)

Mr. Castle requested approval of the WEC Work Authorization for FY25 for Field Operations General Consulting. (Attachment C, signed agreement page.)

Motion: **Commissioner Heim made a motion to approve item N-3.**
 Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Maloney – Aye

Commissioner Majeska – Aye
Chairman Rodriguez – Aye

WEC 25-04 - Admin General Consulting Services (N-4)

Mr. Castle requested approval of the WEC Work Authorization for FY25 for Admin General Consulting Services. (Attachment D, signed agreement page.)

Motion: **Commissioner Heim made a motion to approve item N-4.**
 Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

WEC 25-05 - CSAP Preparation (N-5)

Mr. Castle requested approval of the WEC Work Authorization for FY25 for CSAP Preparation. (Attachment E, signed agreement page.)

Motion: **Commissioner Maloney made a motion to approve item N-5.**
 Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

Correction of Weiler Engineering Work Authorization 24-03 (N-6)

Mr. Castle presented a correction for WEC Work Authorization 24-03. (Attachment F, signed agreement page.)

Motion: **Commissioner Maloney made a motion to approve item N-6.**
 Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

LEGAL REPORT (O)

Resolution 19-2024 Amending 2006 Assessment Roll (O-1)

Mr. Mulick submitted Resolution 19-2024.

Motion: **Commissioner Heim made a motion to adopt Resolution 19-**

2024. Commissioner Maloney seconded the motion.

Vote on Motion:

**Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye**

Resolution 20-2024, Amending 2006 Assessment Roll (O-2)

Mr. Mulick submitted Resolution 20-2024.

Motion: Commissioner Heim made a motion to adopt Resolution 20-2024. Commissioner Majeska seconded the motion.

Vote on Motion:

**Commissioner Heim – Aye
Commissioner Majeska – Aye
Commissioner Maloney – Aye
Chairman Rodriguez – Aye**

Resolution 21-2024 Amending the 2009 Assessment Roll (O-3)

Mr. Mulick submitted Resolution 21-2024.

Motion: Commissioner Majeska made a motion to adopt Resolution 21-2024. Commissioner Maloney seconded the motion.

Vote on Motion:

**Commissioner Majeska – Aye
Commissioner Maloney – Aye
Commissioner Heim – Aye
Chairman Rodriguez – Aye**

COMMISSIONER ITEMS (P)

Rate Study Copy (P-1)

Commissioner Majeska requested that copy of the Raftelis Rate Study be provided to Commissioners prior to the October 15, 2024, Board meeting.

MJ Wood Status (P-2)

Mr. Castle gave an update on MJ Wood's completion status, and potential modification of some or all of fire suppression panels.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 6:50 p.m.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal _____



Outlook

RE: Thank You from EPA

From Blackburn, Steven <Blackburn.Steven@epa.gov>

Date Mon 9/30/2024 8:49 AM

To Peter Rosasco <peter.rosasco@klwtd.com>

Cc Shannon McCully <Shannon.McCully@klwtd.com>; Lehmann, Wade <Lehmann.Wade@epa.gov>

[Report This Email](#)

Thank you again Peter for showing us Key Largo's impressive plant, and staff, and all that you are doing to adapt to the changing environment in the Florida Keys.

EPA attendees:

- Jeaneanne Gettle, Region 4 (EPA Southeast) Regional Administrator
- John Nicholson, Chief of Staff
- Becky Allenbach, South Florida Senior Advisor
- Wade Lehman, Manager, Ocean and Marine Section

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
October 1, 2024

Agenda Item Number: L-3

Action Required:
Yes

Department: Plant/Facilities
Sponsor: Ryan Dempsey

Subject:
Synagro Agreement for FY2025

Summary:
Mr. Dempsey will present the Fiscal Year 2025 Synagro Agreement for approval.

| <u>Reviewed / Approved</u> | <u>Financial Impact</u> | <u>Attachments</u> |
|----------------------------|-------------------------|----------------------|
| Operations: _____ | \$ 1,047,453.70 | 1. Synagro Agreement |
| Administration: _____ | Expense | |
| Finance: _____ | Funding Source: | |
| District Counsel: _____ | N/A | |
| District Clerk: _____ | Budgeted: | |
| Engineering: _____ | Partially | |

Approved By:  _____ Date: 09/30/2024
General Manager



Materials Management Agreement

This Agreement made and entered into as of this 1st day of October, 2024 by and between Contractor and Customer.

| | | | | |
|--|--|------------------|---|-------------------|
| C U S T O M E R | Customer Legal Name Key Largo Wastewater Treatment District | | | |
| | Street Address 103355 Overseas Highway | | | |
| | City / Town Key Largo | County Monroe | State FL | Zip Code 33037 |
| | | | | |
| C O N T R A C T O R | Synagro Legal Name Synagro South, LLC | | | |
| | Street Address 435 Williams Court, Suite 100 | | | |
| | City / Town Baltimore | State MD | Zip Code 21220 | |
| | | | | |
| T E R M | Commencement Date 10/1/24 | | Expiration Date 9/30/25 | |
| | The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods. | | | |
| B I L L I N G | Customer Contact Name Laura Weinstock | | Telephone # (305) 451-4019 ext 307 | |
| | Street Number / P.O. Box | | Fax # | |
| | Address 103355 Overseas Highway | | Contact Person Laura Weinstock | |
| | | | E-mail Address Laura.weinstock@klwtd.com | |
| | City / State Key Largo, FL | | Zip Code 33037 | |
| S I G N A T U R E S | FOR CUSTOMER: | | Date | |
| | Signature | | 10/6/23 | |
| | Name and Title | | | |
| | FOR CONTRACTOR: | | Date | |
| | Signature | | 10/6/23 | |
| | Name and Title | | | |

SYNAGRO

Materials Management Agreement

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Sludge Dewatering and Disposal Services: Provide on-site sewage sludge dewatering services and transportation services of both dewatered and liquid sludge for the Key Largo Wastewater Treatment District on an as-needed basis.

Customer Materials.

Customer Materials shall consist of the following: The minimum sludge concentration in the digester will be 1 % dry solids.

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner: Customer will provide hookups for Synagro equipment for power, utilities and return citrate.

"Customer Facility(ies)" shall mean the following locations where Customer Material s are generated or stored:

1. 100301 Overseas Highway, Key Largo FL 33037

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

| RATE | QUANTITY | UNIT | SERVICE |
|-------------|----------|------------|--|
| \$12,507.68 | 6 | Each | Mobilization for Dewatering of Sludge |
| \$66.46 | | Wet Ton | Dewatering of Sludge |
| \$90.42 | | Wet Ton | Transportation of Dewatered Sludge |
| \$77.72 | | Wet Ton | Disposal of Dewatered Sludge |
| \$1,166.00 | | Each Event | Mobilization of hauling of liquid sludge |
| \$0.14 | | Gallon | Transportation of liquid sludge |
| \$0.87 | | Gallon | Disposal of liquid sludge |

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on 9/1/24 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Southeast Region with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – _____) is at, or exceeds, \$____4.00_____ per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – _____ as published by the U.S. Department of Energy's Energy Information Administration for _____ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

| Diesel Price \$/Gallon - Note ¹ | Fuel Surcharge Adjustment % |
|---|-----------------------------|
| < \$(Base Price) | None |
| Base Price to Base Price plus \$.049 | 0.5 % |
| Base Price plus \$0.05 to Base Price plus \$0.099 | 1.0 % |
| Base Price plus \$0.1 to Base Price plus \$.0149 | 1.5 % |

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$3.01 / Gallon

| Diesel Price \$/Gallon - Note ¹ | Fuel Surcharge Adjustment % |
|--|-----------------------------|
| ≤ \$3.00 (Base Price) | None |
| \$3.01 - \$3.049 | 0.5 % |
| \$3.05 - \$3.099 | 1. % |
| \$3.10 - \$3.149 | 1.5 % |

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (_____)



Materials Management Agreement

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming

after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. Ownership of Materials. Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence), Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials. Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

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Materials Management Agreement

- i) Customer fails to make full payment within 30 days of any invoice date;
- ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- iv) Customer fails to provide the **NANI** or **NANI** Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; ii) Customer's delivery of Non-Conforming Material to Contractor; iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event

that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism foreign or domestic; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: i) reasonably anticipated weather conditions normal for the region in which the work is performed or ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

20. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

21. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto.

22. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.



Materials Management Agreement

23. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

24. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

25. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach. No course of conduct or series of dealings shall constitute a waiver hereunder.

26. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

27. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

28. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Land Application of Biosolids.** If land application is an Intended Use of Customer Materials, the following shall apply:
 - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.
 - b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local

land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Cadmium.** Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.
5. **Disease Vectors.** Customer Materials shall not attract disease vectors that endanger public health.
6. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and



Materials Management Agreement

be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

30. Ethics Reporting. In the event that you become aware of unethical or illegal behavior by any Synagro employee, please report such behavior to Synagro through its third-party hotline at 888-577-9486. Reports may be anonymous. You may also report it on-line at EthicsPoint - Synagro Technologies.



Purchase Requisition

Number: 24-500900

Requested Date: 10/01/2024

Required Date:

10/01/2024

Requested By:

Department:

PLNT1

Preferred Vendor:

0254

Synagro South

c/o Synagro Technologies, Inc.

7773 Solution Center

Chicago, IL 60677

Ship To:

KEY LARGO WASTEWATER

TREATMENT PLANT

100301 OVERSEAS HWY

Key Largo, FL 33037

Req. Description: Sludge Dewatering and Disposal FY25

| Quantity | Units | Description | Unit Price | Amount |
|----------|-------|---|------------|--------------|
| 4,145 | | Dewatering, disposal of sludge (wet ton) 401-5351-520.002.00 | 234.60 | 972,407.62 |
| 6 | | Mobilization Fee per event 401-5351-520.002.00 | 12,507.68 | 75,046.08 |
| | | | Total: | 1,047,453.70 |

Approved By

Date

WORK AUTHORIZATION WEC 24-03
(Revised 10/01/2024)

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Field Operations Engineering Services
PROJECT COST: Hourly (Not to Exceed \$95,000 in FY24)
PROJECT SCHEDULE: As directed by the District
PROJECT BILLING SCHEDULE: See EXHIBIT A

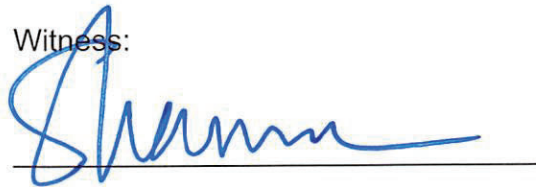
Edward R. Castle

Edward R. Castle, Vice President
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050



Nicolas Rodriguez
Chairman KLWTD
Post Office Box 491
Key Largo, FL 33037

Witness:



Shannon McCully, Clerk
KLWTD

Date: 10-1-2024

WORK AUTHORIZATION WEC 25-01

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created
by

Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

| | |
|-------------------|---|
| SCOPE OF SERVICE: | Capital Projects & Construction Services |
| PROJECT COST: | Hourly (Not to Exceed \$1,659,962 for FY25) |
| PROJECT SCHEDULE: | As needed and directed by the District |
| PROJECT BILLING: | See EXHIBIT A |

Edward R. Castle

Edward R. Castle, Vice President
The Weiler Engineering Corporation
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Shannon McCully
Shannon McCully, Clerk

Date: 10-1-2024

WORK AUTHORIZATION WEC 25-02

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Wastewater Plant Engineering Services


PROJECT COST: Hourly (Not to Exceed \$95,000 FY25)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

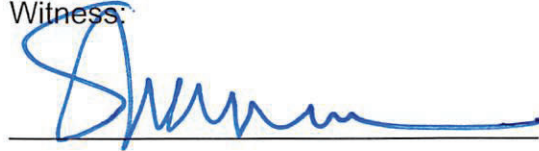
Edward R. Castle

Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050



Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:



Shannon McCully, Clerk

Date:

10/1/2024

WORK AUTHORIZATION WEC 25-03

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Field Operations General Consulting

PROJECT COST: Hourly (Not to Exceed \$75,000 in FY25)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

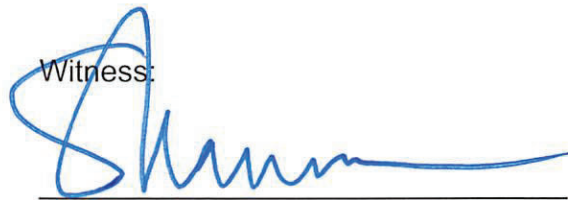
Edward R. Castle

Edward R. Castle, Vice President
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050



Nicolas Rodriguez
Chairman KLWTD
Post Office Box 491
Key Largo, FL 33037

Witness:



Shannon McCully, Clerk
KLWTD

Date: 10-1-2024

WORK AUTHORIZATION WEC 25-04

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District) an
independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: KLWTD Admin General Consulting Services

PROJECT COST: Hourly (Not to Exceed \$10,000 FY25)

PROJECT SCHEDULE: As directed by the General Manager

PROJECT BILLING SCHEDULE: See EXHIBIT A

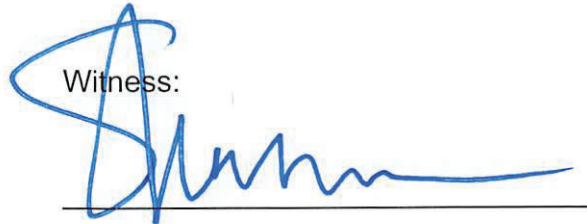
Edward R. Castle

Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050



Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:



Shannon McCully, Clerk

Date:

10-1-2024

WORK AUTHORIZATION WEC 25-05

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: KLWTD Collection System Action Plan
Preparation

PROJECT COST: Hourly (Not to Exceed \$500,000 FY25)

PROJECT SCHEDULE: As directed by the General Manager

PROJECT BILLING SCHEDULE: See EXHIBIT A

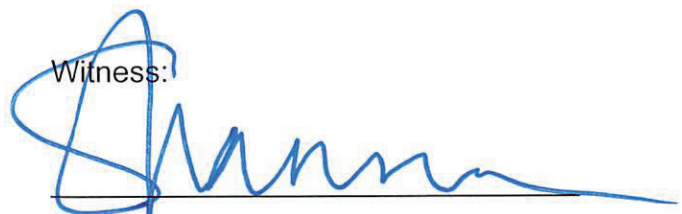


Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050



Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:



Shannon McCully, Clerk

Date: 10-1-2024

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: G-1

Action Required:

No

Department:

General Manager

Sponsor:

Peter Rosasco

Subject:

2024 Wastewater Rate Study Results presented by Raftelis

Summary of Discussion:

Raftelis will present its findings from the 2024 KLWTD Wastewater Rate Study.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

Budgeted:

N/A

Attachments

KLWTD 2024 Wastewater Rate Study

Approved By: _____

General Manager

Date: _____

10/10/2024

Key Largo

Wastewater Treatment District

2024 Wastewater Rate Study

October 15, 2024



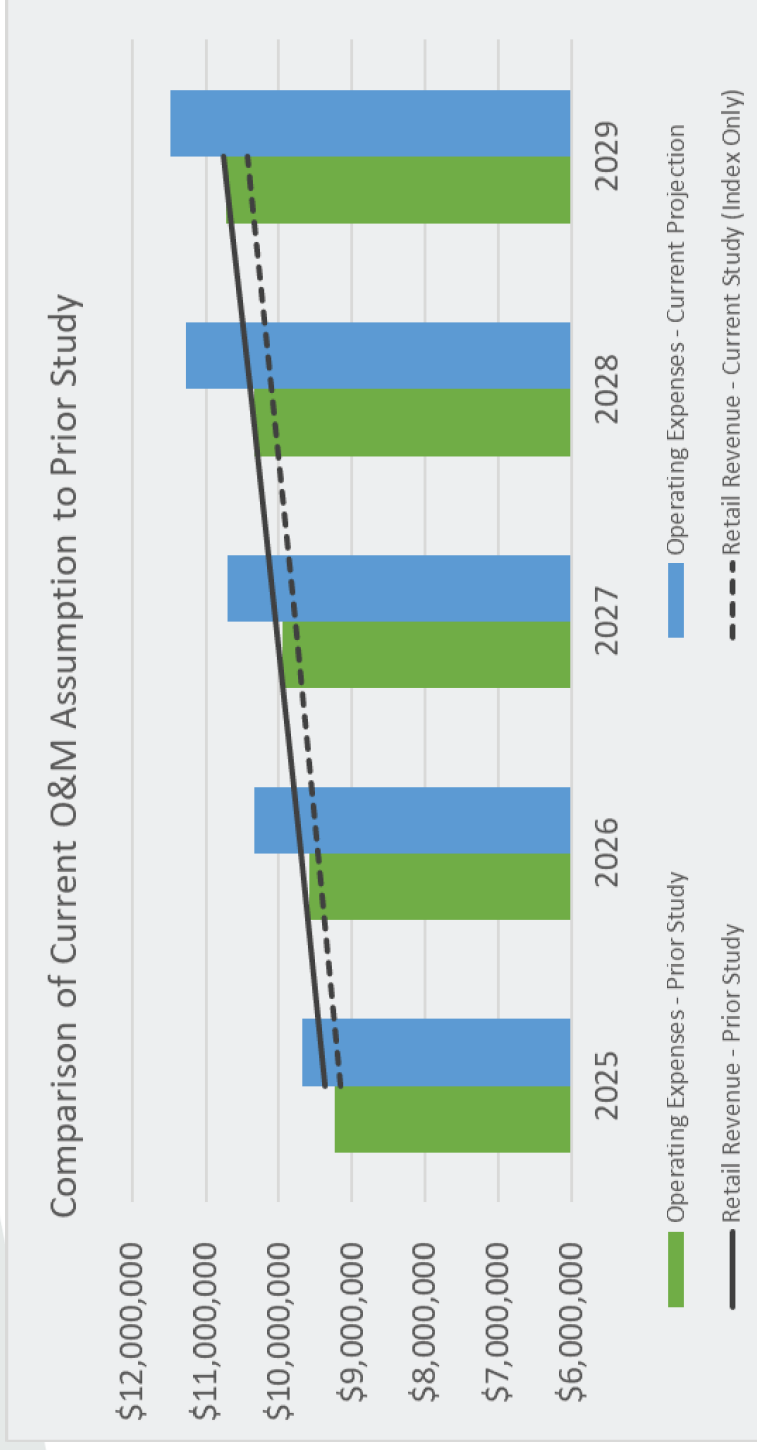
Background

- Raftelis performed a Rate Study in 2019 and 2022
 - 2019 Study resulted in adoption of a 15% reduction in retail rates effective January 1, 2020
 - Strong cash balances and rates over recovering
 - Provided rate relief to customers
 - 2022 Study resulted in adoption of a 5% reduction in retail rates effective October 1, 2022
 - Rates set to cover operating expenses with the assumption grant funding would provide most of capital funding requirements
 - Study identified need for rate indexing by fiscal year 2025 to keep pace with inflation in operating costs

Background - Key Changes Since 2022 Rate Study

- Cashflow Differences:
 - Projected FY25 retail rate revenues approximately 2% lower
 - Projected FY25 operating expenses are 5% higher
 - Additionally, \$300,000/yr in O&M assumed in FY26 for District's Collection System Action Plan represents another 3% increase in O&M
- Capital and Grants:
 - FY25-29 CIP of \$72.2 million; more than twice the prior study's identified 5-year funding needs
 - Still offset by grant funding, assumed to fund 67% of CIP (\$48.2 m)
 - \$24 million funded from internal resources (R&R fund, cash reserves, rates)
- Debt Service:
 - Outstanding SRF loan matures in FY29
 - Projected outstanding balance at EOFY24: \$7 million @ interest rate of 2.5%
- **Key takeaway:** Inflation in operating expenses, costs associated with new regulatory requirements, and capital needs greater than previously projected, while rate revenues slightly underperformed.

Prior vs Current Study Projections

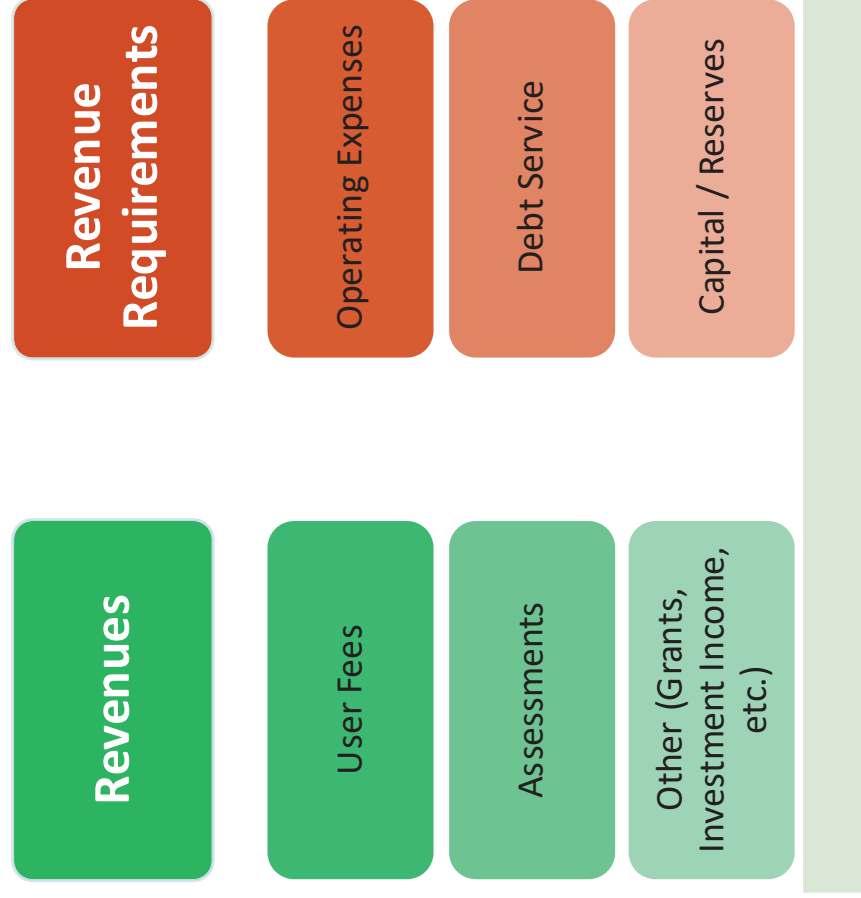


- Rate revenues 2% lower than prior projections
- Operating expenses 5% greater than prior projections

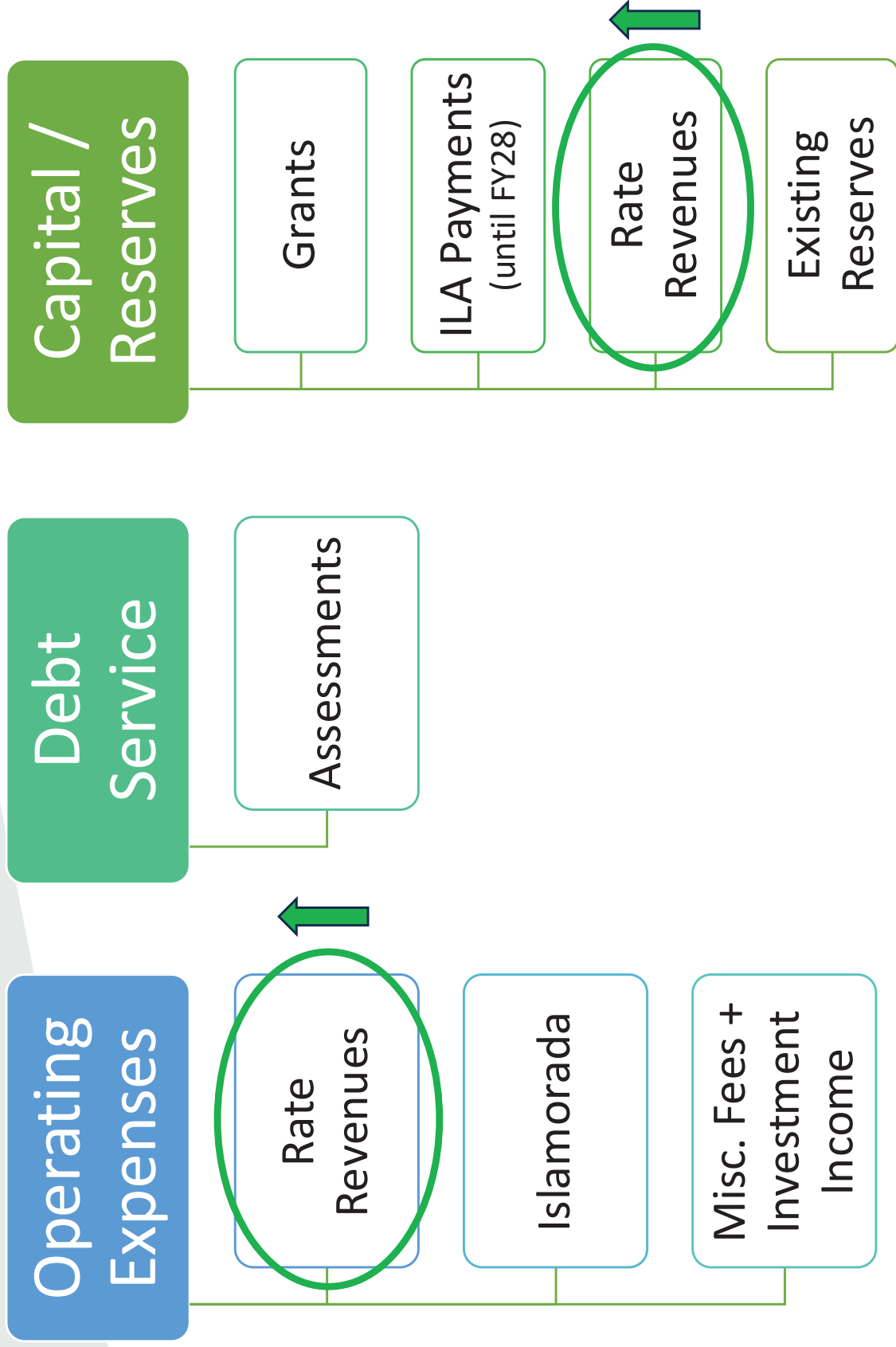
Methodology

- Updated Financial Forecast
 - > FY24 base year + 10-year forecast
- Data Updated:
 - > Customer accounts and demands
 - > Past financial results & cash balances
 - > Current budget & CIP
 - > Escalation assumptions
 - > Grant funding
- Primary Study Objectives:
 - > Reassess funding needs & need for rate adjustments
 - > Present Rate Options
 - > Seek direction from Board

Determining Rate Adjustments



Methodology – Uses and Sources of Funds



Objectives and Findings

- Objective 1 – Recover Operating Expenses
 - FY25: Identified 10.5% rate increase to true-up rate revenues to cover operating expenses
 - FY26: An additional 7.0% increase to cover inflation and CSA plan O&M expenses
 - FY27+: Minimum 4.0% increases to keep pace with inflation
- Objective 2 – Maintain Operating and Capital Reserves
- Objective 3 – Meet overall revenue requirements (break-even cash flows) and debt service coverage
 - Phased approach
- Objective 4 – Evaluate need for rate adjustments with and without residential sewer cap
 - Identified eliminating billing cap allows reduction of monthly bill increase by \$0.25 in each of the fiscal years FY25-FY29

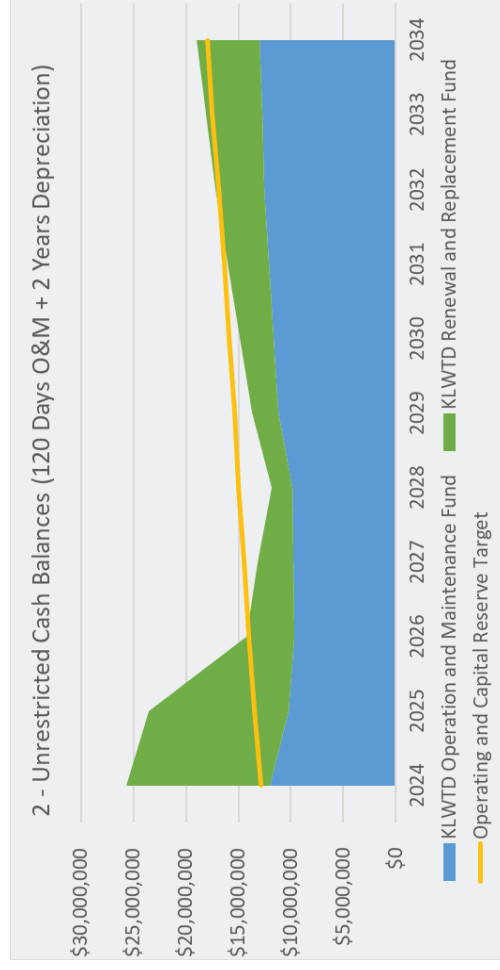
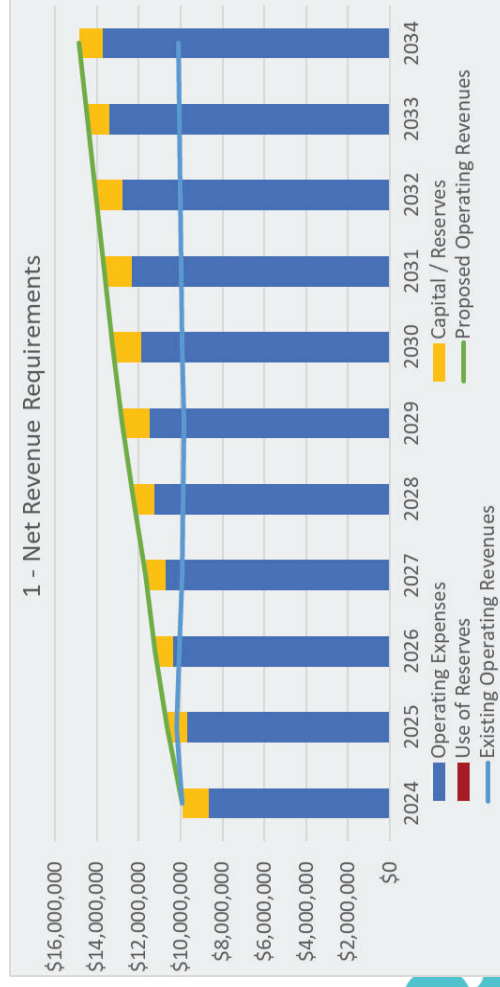
Proposed Rate Adjustments

Proposed Increases – Maintain Residential Sewer Cap

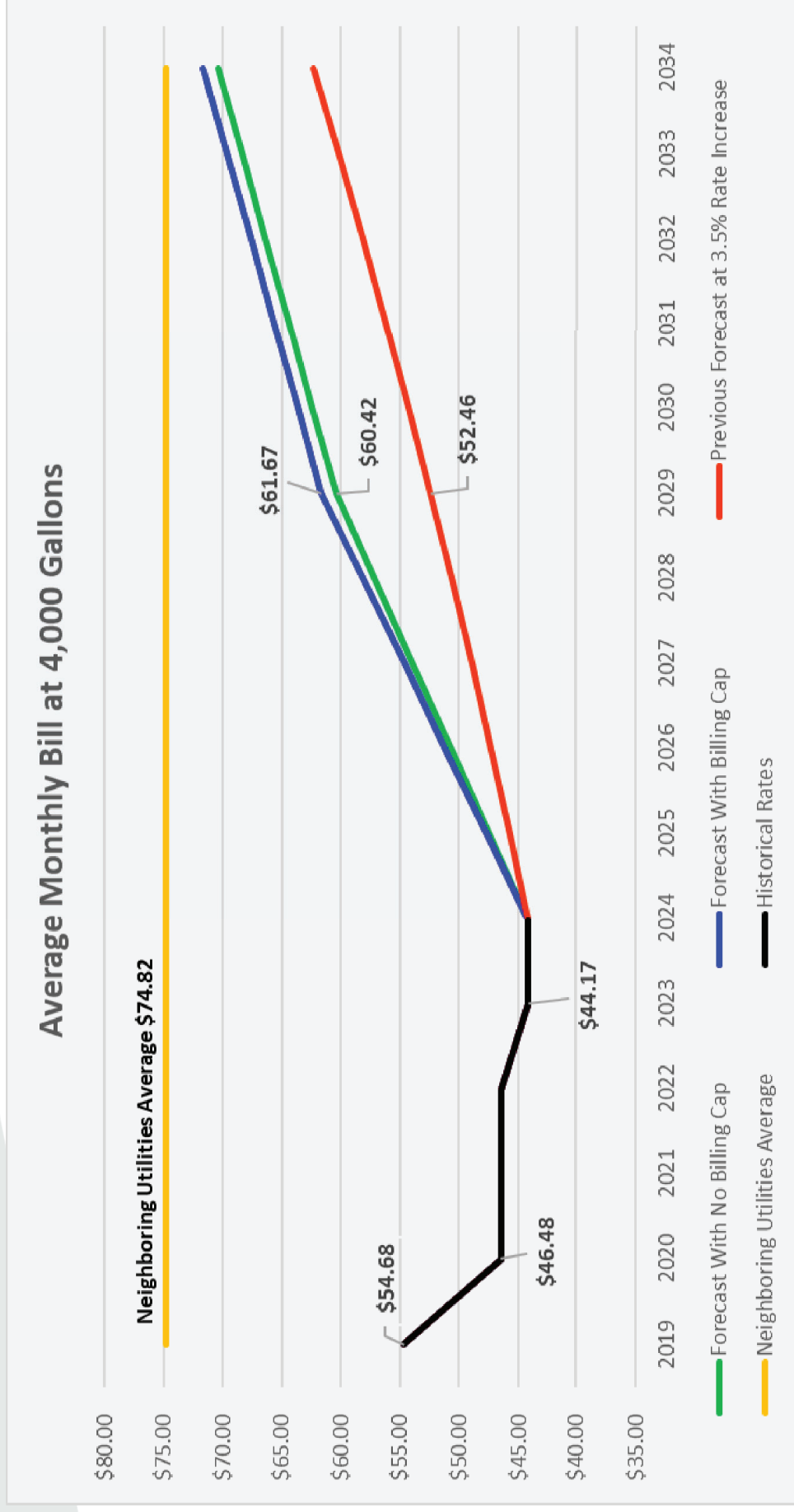
| | Exist. | FY25 | FY26 | FY27* | FY28 | FY29 | FY30 | FY31 | FY32 | FY33 | FY34 |
|-----------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Bill at 4,000 gallons | \$44.17 | \$47.67 | \$51.17 | \$54.67 | \$58.17 | \$61.67 | \$63.67 | \$65.67 | \$67.67 | \$69.67 | \$71.67 |
| \$ Change | N/A | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |

Proposed Increases – Remove Residential Sewer Cap

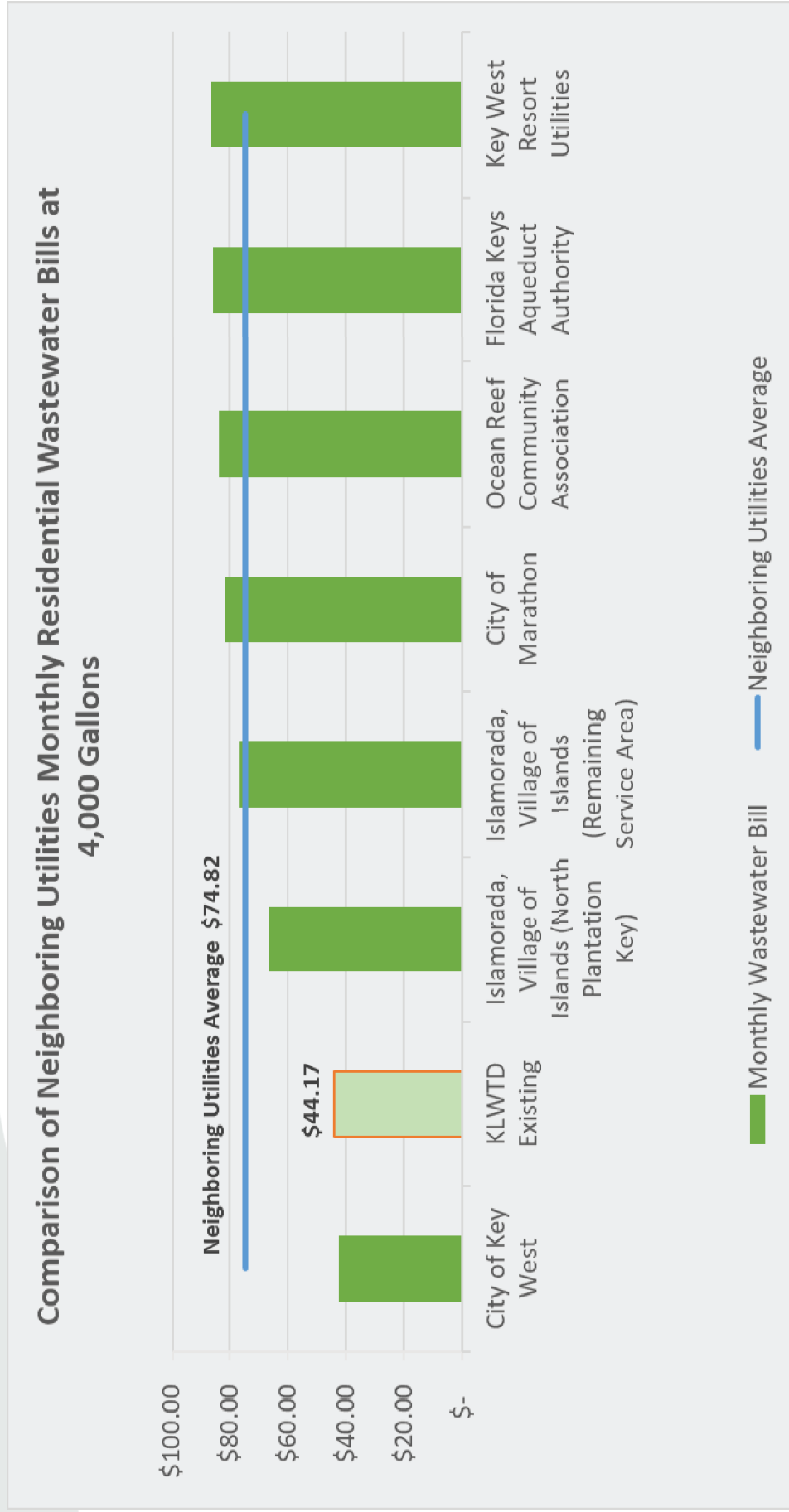
| No Cap | Exist. | FY25 | FY26 | FY27* | FY28 | FY29 | FY30 | FY31 | FY32 | FY33 | FY34 |
|-----------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Bill at 4,000 gallons | \$44.17 | \$47.42 | \$50.67 | \$53.92 | \$57.17 | \$60.42 | \$62.42 | \$64.42 | \$66.42 | \$68.42 | \$70.42 |
| \$ Change | N/A | \$3.25 | \$3.25 | \$3.25 | \$3.25 | \$3.25 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |



Comparison of Current and Prior Rate Recommendations



Rate Comparison



Proposed Rates

Maintain Residential Sewer Cap

| Description | FY25 | FY26 | FY27 | FY28 | FY29 |
|-------------------------|---------|---------|---------|---------|---------|
| Base Charge (per EDU) | \$29.27 | \$31.41 | \$33.55 | \$35.69 | \$37.83 |
| Usage Charge (per kgal) | \$4.60 | \$4.94 | \$5.28 | \$5.62 | \$5.96 |

Remove Residential Sewer Cap

| Description | FY25 | FY26 | FY27 | FY28 | FY29 |
|-------------------------|---------|---------|---------|---------|---------|
| Base Charge (per EDU) | \$29.14 | \$31.15 | \$33.16 | \$35.17 | \$37.18 |
| Usage Charge (per kgal) | \$4.57 | \$4.88 | \$5.19 | \$5.50 | \$5.81 |

Conclusions

- Prior study identified need to raise rates by FY25
- Recommend raising rates at level higher than previously forecast
- Higher inflation, costs related to regulatory requirements, and increases in capital funding needs are the main drivers of the proposed rate increases
- The proposed rate adjustments maintain average residential bills below the survey average
- Recommend adopting a 5-yr rate plan (FY25-FY29) and that the sufficiency of rates be reviewed after 3 years or if significant changes occur

Thank you!

Raftelis Contacts:

Thierry Boveri, CGFM, Vice President tboveri@raftelis.com
Trevor McCarthy, CGFM, Senior Consultant tmccarthy@raftelis.com
Tristen Townsend, Consultant ttownsend@raftelis.com

Potential Revenue Increase:

Removing Residential Billing Cap

| 2025 * |
|------------------|
| 397,988 |
| 351,274 |
| 46,714 |
| \$4.26 |
| \$199,002 |

3,570

FY23 had 49,973 kgal of flow that were not billed due to billing cap.

- Could have generated an additional \$212,885 in revenue

Assuming a conservative 3,570 average monthly metered flow for forecasted periods, FY25 would generate an additional \$199,002 in revenue

- At a forecasted additional revenue of \$200k per year, rate increases could be lowered by \$0.25 per year for the next five years

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: G-2

Action Required:

No

Department:

General Manager

Sponsor:

Peter Rosasco

Subject:

2025 Board Meeting Schedule and Holiday Schedule

Summary:

Mr. Rosasco will present the 2025 Board Meeting and Holiday schedule.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. 2025 Board Meeting Schedule
2. 2025 Holiday Schedule

Approved By: _____

General Manager



Date: _____

10/10/2024



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

Key Largo Wastewater Treatment District Board of Commissioners Board Meeting Dates for 2025

Meetings are held at 4:00 PM at 103355 Overseas Highway, Key Largo, Florida 33037

January

7 Board Meeting – 4:00 PM
21 Board Meeting – 4:00 PM

February

4 Board Meeting – 4:00 PM
18 Board Meeting – 4:00 PM

March

4 Board Meeting – 4:00 PM
18 Board Meeting – 4:00 PM

April

1 Board Meeting – 4:00 PM
15 Board Meeting – 4:00 PM

May

6 Board Meeting – 4:00 PM
20 Board Meeting – 4:00 PM

June

3 Board Meeting – 4:00 PM
17 Board Meeting – 4:00 PM

July

1 Board Meeting – 4:00 PM
15 Board Meeting – 4:00 PM

August

5 Board Meeting – 4:00 PM
19 Board Meeting – 4:00 PM

September

2 Board Meeting – 4:00 PM
16 Board Meeting – 4:00 PM

October

7 Board Meeting – 4:00 PM
21 Board Meeting – 4:00 PM

November

4 Board Meeting – 4:00 PM
18 Board Meeting – 4:00 PM

December

2 Board Meeting – 4:00 PM
16 Board Meeting – 4:00 PM



Key Largo Wastewater Treatment District
103355 Overseas Highway, Key Largo, FL 33037
Phone (305) 451-4019
www.klwtd.com

2025 HOLIDAYS

The District observes & is closed on the following days:

| | |
|--------------------------------------|-----------------------|
| New Year's Day | Wednesday, January 1 |
| Martin Luther King, Jr. Day | Monday, January 20 |
| President's Day | Monday, February 17 |
| Memorial Day | Monday, May 26 |
| Juneteenth | Thursday, June 19 |
| Independence Day | Friday, July 4 |
| Labor Day | Monday, September 1 |
| Columbus Day/Indigenous People's Day | Monday, October 13 |
| Veterans Day | Tuesday, November 11 |
| Thanksgiving Day | Thursday, November 27 |
| Day after Thanksgiving | Friday, November 28 |
| Christmas Day | Thursday, December 25 |
| "Optional" Day | Friday, December 26 |

Any holiday falling on a Saturday shall be observed on the preceding Friday; and any holiday falling on a Sunday shall be observed on the following Monday. The "Optional" day is designated by the General Manager before each calendar year.

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: H-1

Action Required:

No

Department:

Customer Service

Sponsor:

Connie Fazio

Subject:

Customer Service Report - September 2024

Summary:

Ms. Fazio will present the Customer Service monthly report.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Monthly Report

Approved By: _____

General Manager



Date: _____

10/10/2024

Key Largo Wastewater Treatment District
Customer Service Report

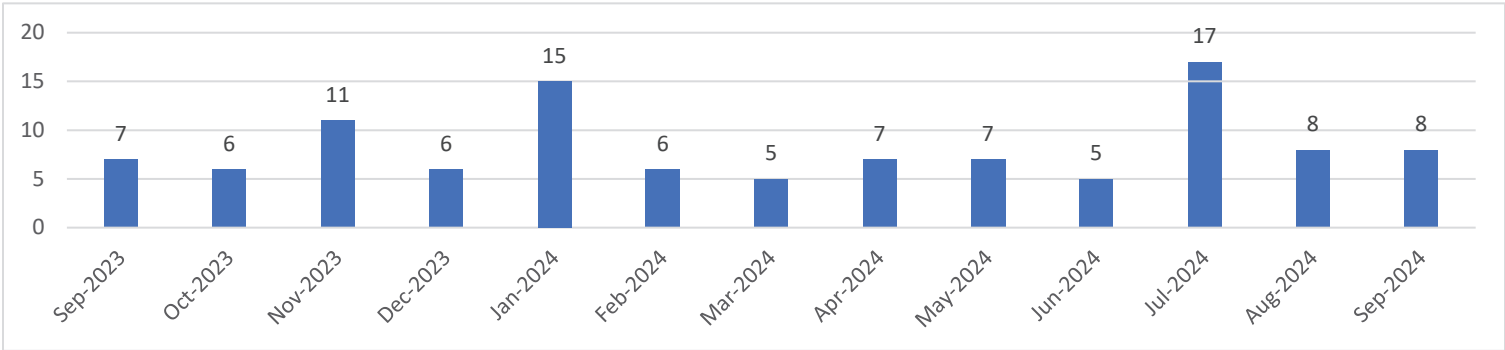
September 2024

The numbers provided are based on customer requests that generated a work order.

Customer Service Requests

| | |
|--|----|
| | |
| | 13 |
| | |
| | 5 |
| | |
| | 2 |
| | |
| | 3 |
| | |
| | |

Number of Completed Wastewater Connection



Completed Wastewater Connections Consists of The Following:

- 1 – Commercial Connection
- 3 - New Residential Connections
- 4 – Residential Reconnections

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: I-1

Action Required:

No

Department:

IT

Sponsor:

ENS

Subject:

IT Report - September 2024

Summary:

ENS will present the IT monthly report.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Monthly Report

Approved By: _____

General Manager



Date: _____

10/10/2024

IT

The IT Department received 386 tickets and completed 374 tickets in September

IT Updates

| Project | Cost | Description |
|---|--|--|
| GIS Emergency applications project | \$18,960.00 One time | <ul style="list-style-type: none"> • Monthly meetings on-going. • Meeting with FTC on 9/25/24 to begin Coordinating training. |
| BSA Cloud Migration | Modules - Annual Fee \$39,545 Upgrade Implementation \$39,600 Total Proposed \$79,145. | <ul style="list-style-type: none"> • September 3rd Board meeting. • Kick off Call with BSA online on 9/23. • Completed Preliminary Database extraction on 9/24. • Expected Go Live date 12/05/24. • Remote Go-Live Assistance from 12/05/24 to 12/20/24. |

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: J-1

Action Required:

No

Department:

Budget and Finance

Sponsor:

Connie Fazio

Subject:

Budget and Finance Report - September 2024

Summary:

Ms. Fazio will present the Budget and Finance monthly report.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Monthly Report

Approved By: _____

General Manager

Date: _____

10/10/2024

September 2024

Budget and Finance Report

| Long-Term Debt Summary | |
|-------------------------|----------------|
| SRF Loan KLNC 46401P | \$7,267,175.75 |

Next payment: January 2025: \$7,779,480.33

| | Cash Flow | |
|---|----------------|--------------|
| | Deposits | Expenditures |
| Wastewater Billing Deposits Received | \$606,366.56 | |
| Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments) | \$1,736.97 | |
| Islamorada Revenue | \$144,406.07 | |
| Interest Income | \$115,186.73 | |
| Misc. Revenue (includes Stewardship and ACOE reimbursements) | \$2,881,197.67 | |
| District Expenditures (checks written) | | \$716,048.66 |
| Payroll | | \$147,692.39 |
| Total: | \$3,749,161.00 | \$863,741.05 |

FKAA Wastewater Revenue Statistics

| Date | Number of Customers Billed | WW Revenue Received | Date | Number of Customers Billed | WW Revenue Received |
|--|---|-----------------------|--|---|-----------------------|
| Oct. 2022 | 10,120 (9,230 Residential 890 Commercial) | \$590,167.00 | October 2023 | 10,158 (9,275 Residential 883 Commercial) | \$570,143.86 |
| Nov. 2022 | 10,124 (9,233 Residential 891 Commercial) | \$685,127.26 | November 2023 | 10,152 (9,272 Residential 880 Commercial) | \$567,443.79 |
| Dec. 2022 | 10,114 (9,224 Residential 890 Commercial) | \$628,476.82 | December 2023 | 10,154 (9,275 Residential 879 Commercial) | \$638,428.80 |
| Jan. 2023 | 10,129 (9,236 Residential 893 Commercial) | \$604,896.94 | January 2024 | 10,160 (9,278 Residential 882 Commercial) | \$534,961.66 |
| Feb. 2023 | 10,123 (9,239 Residential 884 Commercial) | \$600,360.56 | February 2024 | 10,153 (9,274 Residential 879 Commercial) | \$431,382.57 |
| March 2023 | 10,148 (9,266 Residential 882 Commercial) | \$655,947.71 | March 2024 | 10,170 (9,286 Residential 884 Commercial) | \$863,381.29 |
| April 2023 | 10,141 (9,255 Residential 886 Commercial) | \$603,364.07 | April 2024 | 10,195 (9,317 Residential 878 Commercial) | \$599,239.78 |
| May 2023 | 10,168 (9,286 Residential 882 Commercial) | \$641,650.94 | May 2024 | 10,212 (9,335 Residential 877 Commercial) | \$646,584.43 |
| June 2023 | 10,164 (9,281 Residential 883 Commercial) | \$610,223.04 | June 2024 | 10,182 (9,304 Residential 878 Commercial) | \$624,252.64 |
| July 2023 | 10,140 (9,260 Residential 880 Commercial) | \$644,707.07 | July 2024 | 10,212 (9,331 Residential 881 Commercial) | \$633,246.33 |
| Aug 2023 | 10,167 (9,282 Residential 885 Commercial) | \$599,881.28 | Aug 2024 | 10,213 (9,334 Residential 879 Commercial) | \$631,716.35 |
| Sept. 2023 | 10,141 (9,258 Residential 883 Commercial) | \$693,024.47 | Sept. 2024 | FKAA Stats not received as of 10/7/2024 | \$606,633.56 |
| Total Revenue from Oct 2022 Through Sept 2023 | | \$7,557,827.16 | Total Revenue from Oct 2023 Through Sept 2024 | | \$7,347,415.06 |

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: K-1

Action Required:

No

Department:

Field Operations

Sponsor:

Rudy Perez

Subject:

Field Report - September 2024

Summary:

Mr. Perez will present the Field monthly report.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Monthly Report

Approved By: _____

General Manager



Date: _____

10/10/2024

Wastewater Field Operations

There was a total of 39 service calls for the month of September of these 27 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff. The reports below detail the remaining 12 calls.

| Date | Address | Incident | Response | KLWTD Issue |
|---------|---------------------|---|--|-------------|
| 9/3/24 | 399 Bowie Ln | Customer called in to report they're toilets weren't flushing properly. | On techs arrival pit was found to be overwhelmed. Pit was diagnosed to have a faulty surge. Once surge was changed pit was simulated and put back in working order. | Yes |
| 9/4/24 | 34 Lake View Dr | Customer called to report his clean out was full of sewage. | Tech arrived on location and found pit unresponsive. Pit was diagnosed to have a bad valve. Once replaced pit was simulated and put back in working order. | Yes |
| 9/16/24 | 19 Lake Shore Dr | Customer called to report a back up. | On techs arrival he observed the situation and found pit to be overwhelmed. He diagnosed issue to have grease in the sensor tube. Once cleared pit was back in working order. | Yes |
| 9/16/24 | 19 N Blackwater Ln | A concerned Homeowner called to report some flooding in the street and an odor smell. | Tech found no distinct odor in the street. Inspected breather and found no odor as well. Pit was working as should, so it was determined that the tides were coming in and flooding the roads. | No |
| 9/17/24 | 103688 Overseas Hwy | A call came in regarding an alarm going off at there property. | On arrival it was determined that the grinder pump was going off. It was diagnosed that the pump went bad. Once replaced system was back in working order. | Yes |

| | | | | |
|---------|----------------------|--|--|-----|
| 9/17/24 | 139 Seaside Ave | Customer called regarding a back up. And looks like sewer was backing up from the manhole. | On techs arrival he found that the buffer tank was overwhelmed and unresponsive. The vactron was brought out to clear tank and to cleanup any spillage. Buffer Tank was diagnosed to have a bad valve. Once valve was changed the Buffer Tank was simulated and put back in working order. | Yes |
| 9/18/24 | 4 Coconut Rd | Customer called stating that they're toilets were not flushing. | On techs arrival pit was manually discharged. Cleanouts were observed and found clear. Notified the homeowner that they would need to call a plumber. (Homeowner issue.) | No |
| 9/21/24 | 99610 Overseas Hwy | Plumber called advising us of a possible back up. | Arrived at address, the pit was functioning properly and the clean out was found clear. No signs of any back up. (Homeowner issue) plumber was notified. | No |
| 9/21/24 | 789 Bostwick Dr | Customer called to report a possible back up on our side. | On techs arrival pit was manually discharged and observed. Located cleanout and verified that it was cleared. Homeowner was notified. (Homeowner Issue.) | No |
| 9/23/24 | 36 E 2nd | Customer called to report a damaged vacuum main. | Once on site found that the damage was minimum. Contractor was digging and nipped the 3" vacuum main. Once proper repairs were made the vacuum main was restored. | No |
| 9/23/24 | 265 Charlemagne Blvd | Customer called stating they're grinder pump was backing up. | Tech found pump had failed. Once pump was replaced sump was cleared. Pump was simulated and was put back in service. Alarm buzzard was also replaced. | Yes |
| 9/27/24 | 971 Plantation Rd | Customer called in and stated he was experiencing back up issues. | On techs arrival they noticed the area was under recovery due to storm related issues. Crews were working the area on restoring vacuum. Once vacuum was restored homeowner was notified. | Yes |

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: M-1

Action Required:

No

Department:

Capital Projects

Sponsor:

Ed Castle

Subject:

Capital Projects Report - September 2024

Summary:

Mr. Castle will present the Capital Projects monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

N/A

District Clerk: _____

Budgeted:

Engineering: _____

N/A

Approved By: _____

General Manager



Date: _____

10/10/2024

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through September 2024

Current Capital Projects

| Project | Original Contract Amount | Current Contract Amount Including Direct Purchases, change orders and amendments | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|-------------------------------|--------------------------|--|--|----------------------------------|
| Vacuum Stations Modifications | \$ 3,155,800.00 | \$3,270,999.76 | \$215,000.00 | \$3,485,999.76 |
| | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$214,738.75 | \$2,333,867.20 | \$937,393.81 | 73% |

- The VPS modifications project was awarded to Reynolds Construction in the amount of \$3,155,800.00. The Agreement and the Notice to Proceed were both executed on May 18, 2023.
- Benson Electric pulled all power and signal wire (aside from ATS wiring) from the main panel to the transfer switches in September and will be scheduling shutdowns for final connection of wires.
- Reynolds replaced all Fernco couplings with SS 3" braided lines at all vac stations throughout the period.
- Reynolds continued priming and painting valves and fittings for the vacuum pump exhaust piping at Vacuum Station A, D, E, G, I and J/K throughout the period.
- Reynolds installed stainless steel odor control piping at Vacuum Station G during this period.
- Reynolds installed new force main piping for vacuum trailer connection through the wall and completed installing bollards at Vacuum Stations A and D in September. Bollards were constructed at Vacuum Stations G and I as well.
- Reynolds installed sewage pump influent and effluent valves and replaced tank influent valves at Vacuum Station E.
- Reynolds, WEC staff and KLWTD staff attended the construction progress meetings on September 12th and September 26th.

| Project | Original Contract Amount | Current Contract Amount Including Direct Purchases, change orders and amendments | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|------------------------------|--------------------------|--|--|----------------------------------|
| Collection System Monitoring | \$7,575,677.00 | \$9,581,965.61 | \$718,176.00 | \$10,300,141.61 |
| | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$733,433.75 | \$7,457,406.55 | \$2,109,301.31 | 80% |

- Work was completed in Basins A, B, D, G, H, and F
- Current Status:
 - Basin A: **293** installed (Basin complete)
 - Basin B: **383** installed (Basin complete)
 - Basin C: **48** installed (Basin in progress)
 - Basin D: **240** installed (Basin complete)
 - Basin E: **78** installed (Basin in progress)
 - Basin F: **339** installed (Basin complete)
 - Basin G: **231** installed (Basin complete)
 - Basin H: **45** installed (Basin complete)
 - Basin I: **225** installed (Basin in progress)
 - Basin J/K: **437** installed (Basin in progress)
 - Total project installed: **2,319** out of **2,984**
 - **Sensor installation is approx. 78 % complete (Note: This is only sensors and does not include other aspects of the project)**
- Construction progress meetings were held on September 10th and September 24th
- During September, Flovac and IVC continued work in Basin J/K.
- Valve rebuilds continued – 645 rebuilds completed. Continuing to target approx. 10-15 per day.
- A punchlist walkthrough was conducted for Basin JK-8 with WEC, KLWTD, IVC and Flovac.
- Crews are working through punch list items for final completion of Basin I. Final Completion paperwork is forthcoming.
- Coastal Waterways Gateway was hit by lightning. We are confirming proper grounding of the pole and consulting a lightning protection vendor to ensure safety. The pole was determined to be grounded; however, we are exploring alternative options of installing a lightning protection device for that Gateway.

| Project | Original Contract Amount | Current Contract Amount Including Direct Purchases, change orders and amendments | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|------------------------------|--------------------------|--|--|----------------------------------|
| Effluent Filtration Upgrades | \$ 3,043,820.00 | \$3,332,095.76 | \$350,000.00 | \$3,682,095.76 |
| | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$347,287.50 | \$2,419,093.61 | \$915,714.65 | 75% |

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- Filter piping installation has been started and continued throughout the period. The overflow piping, backwash, and effluent piping were completed during this period. Influent piping was in progress throughout the period. Corresponding pipe hangers were also installed.
- The two concrete pads for pipe supports were poured during this period and are ready for attachment of pipe supports. Additionally, one concrete pad for the EQ tank bypass valve and one concrete pad for the new stairway landing was poured.
- The filter platform railings have been installed on all edges besides the north facing edge of the platform. Preliminary installation of the stairs from the existing access platform to the new elevated deck has been completed.
- Coating of filter deck and piping materials continued throughout September and was tested by WEC inspector.
- Reynolds cored holes in the top of the plant pump station for the overflow piping and backwash piping to be installed.
- Benson mounted the control panel for the main power to the disk filter and installed conduit from the control panel to the disk filter.
- Benson pulled analog signal wires and ground wires into the booster pump station to be connected to the valve position indicators.
- Reynolds, WEC staff and KLWTD staff attended the construction progress meetings on September 12th and September 26th.

| Project | Original Contract Amount | Current Contract Amount Including Direct Purchases, change orders and amendments | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|--|--------------------------|--|--|----------------------------------|
| Keys Holdings LLC Pump Station Replacement | \$ 375,555.75 | \$375,555.75 | \$15,000.00 | \$390,555.75 |
| | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$23,002.50 | \$338,321.81 | \$29,231.44 | 93% |

- The District piggybacked on a Marathon bid and awarded the Keys Holdings LLC project to Tropical Underground Contracting, LLC in the amount of \$375,555.75.
- F.J. Nugent and Tropical Underground completed the start-up testing for the lift station on 8/29. The draw-down testing by FJ Nugent passed, and Tropical Underground activated the lift station.
- Lift station coated with mainstay epoxy tank liner on 9/12 and #57 stone was brought to the site for grading.
- Permanent plastic fencing was installed around the pump station during this period.
- 10-foot-wide fence gates installed on west and south side of boundary fence for lift station area.
- Punch-list Walk through was scheduled for 10/02.

| Project | Original Contract Amount | Current Contract Amount {Including Direct Purchases, change orders and amendments | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|---|--------------------------|---|--|----------------------------------|
| Grinder Pump Lateral Kits Replacement Project | \$346,065.33 | \$346,065.33 | \$130,000.00 | \$476,065.33 |
| | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$78,850.00 | \$23,600.00 | \$373,615.33 | 22% |

- The Grinder Pump Lateral Kits Replacement Project was awarded to Page Excavation in the amount of \$346,065.33. The Agreement was executed on the 1st of July 2024. The Notice to Proceed was executed on the 12th of July 2024.
- CO #1 was approved for the ODP of the Stainless-Steel Lateral Kits for the project.
- Page Excavation has completed the Pre-Construction Videos and photos for all 142 addresses where the Grinder Pump Lateral Kits are to be replaced.
- Construction was scheduled to begin on Wednesday September 11th, 2024 with Page Excavating, but the lateral kits just arrived on 09/30/2024 delaying construction until 10/01/2024.

Upcoming Construction Projects

| Project | Estimated Total Cost | Status |
|--|---------------------------------|---|
| Upgrades of Odor Control at All Vacuum Stations and Upgrade of the Generators at Vac A and Vac D. | \$1,200,000 (Anticipated) | Weiler Engineering has been directed to proceed with this project in phases, with Vacuum Stations A and D being the first phase. The design of the odor control upgrades, including structural components and site plans continues. Preliminary plan sets have been created for Vacuum Stations A, D, E, G, I, and J/K. The District has requested an expansion of the easement area. The Archdiocese requested monetary compensation for the expanded easement area and approval to transfer assessment waivers to others, presumably for sale of the waivers. District Counsel has determined that the District has no procedures to allow transfer of the assessment waivers. The District was awaiting reply from Archdiocese about the proposed terms for the additional easement area, which was described in a letter from KLWTD sent in August. |
| Power Conditioning, Lightning Protection & Wiring Upgrades at WWTP | \$4,359,916 (Anticipated) | This project will provide protection from transient surges in power that can damage equipment and potentially cause overflows or inadequate treatment at the WWTP. Installation of a lightning protection system at the WWTP to further reduce the potential impacts due to electrical surges will also be included as part of the project scope. Upgrades to the existing power and instrumentation wiring at the WWTP includes the use of non-corrosive materials and moving wiring above-ground to prevent corrosion and failure. The design of the project will be completed by early October. Technical specifications and bid documents have been prepared. |
| Direct Potable Reuse Demonstration Project | \$1,504,301.25 (Anticipated) | The District has budgeted funds for a demonstration project to produce potable water from the WWTP's treated effluent. 2021 Florida legislation established Direct Potable Reuse (DPR) as a preferred effluent disposal method and provides for DPR projects to be eligible for grant funding, treating WWTP effluent as an Alternative Water Supply. The District has applied for a planning grant for this project and has requested grant funding to be allocated for the design, permitting, and construction of the DPR demonstration project. Initial estimates indicate that the volume of water produced in the DPR demonstration project would be in the range of 150,000 to 250,000 GPD. |

| | | |
|--|------------------------------|--|
| EQ Tank and Headworks Project | \$4,500,000 (Anticipated) | <p>The EQ Tank and Headworks Project involves the installation of a new headworks as an upgrade to the current headworks at the KLWTD WWTP. This project also involves the installation of an influent EQ tank to regulate flow. This project is currently in the design phase with preliminary site plans and structural drawings for the EQ tank. Shop drawings have been received from Hydrodyne and a center flow screen has been selected for the headworks screening, which will reduce the footprint of the headworks space and has a higher catch rate and efficiency than the existing headworks. Due to a lack of a decision by Islamorada on the NPK booster station design, the District is moving forward with completing design, with incorporation of an additive alternate scope of work should Islamorada decide to keep the current booster pump design.</p> |
| Blower Room Modifications Project | \$250,000 (Anticipated) | <p>The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed in order to access blower #4. These modifications will allow for more efficient service of the blowers. This project is currently in the preliminary design phase.</p> |

Select Photos from Current Projects



Figure 1: Odor control lines modified with new SS valves, 90 elbows, and flex piping at vacuum station JK

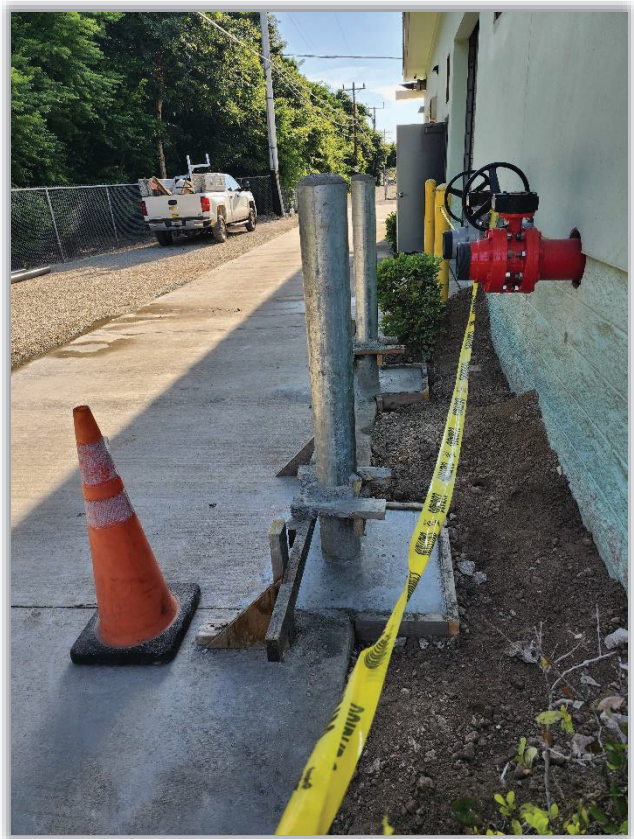


Figure 2 and 3: Pipe Supports for Force Main Connection and Bollards Installed at Vac Stations



Figure 4: Wiring Terminated at All Outdoor Conduit Receptacles at Vacuum Station G



Figure 5: FL Paving and Trucking on site in Basin JK



Figure 6: IVC installing conduit for Flovac Monitoring System in JK



Figure7: Overflow and backwash piping installation



Figure 8: Overflow and backwash piping installation



Figure 9: Installed new flow meter on influent disk filter pipeline



Figure 10: Installing conduits for the disk filter control panel



Figure 11: Installing conduits for the disk filter control panel



Figure 12: Lift Station Area (9/05)



Figure 13 and 14: Fenced in Lift Station Area (9/23)

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: N-1

Action Required:

No

Department:

Engineering

Sponsor:

Lexi Connor

Subject:

FY25 FDEP Grant Applications

Summary of Discussion:

The FDEP grant program was recently changed for FY25. The program is the Florida Keys Area of Critical State Concern grant. Rather than distributing grant funds through the existing Interlocal Agreement between the stakeholders, the FDEP has required individual grant applications for each project. Each entity is required to submit applications for grant funding for each project. WEC staff prepared and submitted grant applications as described in the attached memo.

Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$ 3,853,533.68
Income
Funding Source:
Grant(s)
Budgeted:
N/A

Attachments

1. WEC Memo

Approved By: _____

General Manager

Date: _____

10/10/2024



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

MEMORANDUM

To: Peter Rosasco, KLWTD General Manager

From: exi Connor, Project Manager

Date: October 1st, 2024

e: Florida Keys Area of Critical State Concern Grant - WEC Summary of Work

Overview of the Florida Keys Area of Critical State Concern (FKACSC) Grant

This grant is available to local governments located in the Florida Keys Area of Critical State Concern or the City of Key West Area of Critical State Concern. Eligible projects will improve water quality to protect and restore natural resources. Funds may be used for wastewater; protecting, restoring or enhancing nearshore water quality and fisheries, such as stormwater or canal restoration projects; eligible land acquisition, with increased priority given to the acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge; and other projects that protect water resources in the Florida Keys. This grant program has replaced the Stewardship grant procedures of allocating available grant funds for FY25.

KLWTD's Projects Applied

1. Collection System Monitoring Project
2. Roadworks, Screening, and Equalization Tank Upgrades
3. Effluent Filtration Upgrade
4. Enhanced Odor Management System
5. Power Conditioning, Electrical Upgrades and Lightning Protection

| KLWTD Project Name | Description | Requested Amount |
|---------------------------------|--|---------------------|
| Collection System Monitoring | This is the Flovac project, which allows for continuous assessment of vacuum pressure levels, sewage flow rates, and the operational status of key components like vacuum valves and pumps. Additional funds are needed to complete the project with grant funding. It is partially funded with Stewardship and ACOE grants. | \$ 791,991.89 |

| | | |
|--|---|-----------------|
| Headworks, Screening, and Equalization Tank Upgrades | This project includes the upgrades of the headworks by installing new high-efficiency center flow screens and the construction of a 1.0 million-gallon influent EQ tank. These improvements will enhance debris removal and help manage peak wastewater flows. The project is currently in the design phase is partially funded by the existing Stewardship grant, with additional funding being requested for construction costs. | \$ 1,198,680.72 |
| Effluent Filtration Upgrades | This project involves installing a third disc filter to enhance filtration capacity, reduce TSS in the effluent, and for redundancy. Construction began in October 2023 and is expected to be completed by November 2024. The project is currently partially funded by the existing Stewardship Grant, with additional funding being requested for construction and project management. | \$ 379,661.07 |
| Enhanced Odor Management System | This project's goal is to reduce odor control downtime and risks associated with hazardous gas leaks in confined spaces through the installation of new dual carbon filter systems. At two vacuum stations this includes the relocation of the odor control system. This project is under design. This project has not yet been awarded grant funding. | \$ 1,208,700.00 |
| Power Conditioning, Electrical Upgrades and Lightning Protection | This project aims to stabilize the power supply through the installation of a power conditioning transformer and improve lightning protection to safeguard against direct strikes and associated surges as well as improve resilience of electrical conduit by relocating them above grade. This project is planned to move into construction in October 2024 with an anticipated completion date of late October 2025. It is partially funded by the previous Stewardship Grant but requires additional funding. | \$ 274,500.00 |

TOTAL \$3,853,533.68

This FDEP grant program implements new procedures for applying for FDEP grants. Previously, the Stewardship grant program had its annual funding allocations distributed to the Florida Keys participants in an ILA that set up percentage allocations for each entity based on total project costs. Under this new procedure, each Florida Keys entity is

required to submit applications for funding for each project. For more details on the grant application process, see the following pages.

Summary of the Applications

The application was divided into six sections, each containing targeted questions about the proposed project. Most questions require applicants to select multiple-choice answers or input numerical values, with limited opportunities for additional explanation. Below summarizes the sections of the online application:

1. Project Details

- Contact information, project location, and project title were asked as project details.
- This section prompted a project description (limit of 750 words) which provided a clear and concise overview of the project, including its purpose and scope. Each project description included the following details:
 - Activities to be funded by the grant
 - How best management practices (BMPs) will be involved
 - Size of the project, including the geographic area and infrastructure involved
 - Anticipated benefits, such as improved water quality and enhanced environmental protection

2. Project Funding and Readiness

- This section outlined the total funding requested and specified how the funding would be allocated (e.g., land acquisition, design/permitting, construction, project management, and/or other uses).
- Included the total estimated project cost, along with details on local contributions and third-party funding sources.
- In addition to the project's overall start and completion dates, the design status and its expected or actual completion date were included.
- The section also addressed the required permits and their status.

3. Project Benefits

- The Project Benefits section detailed the total reductions in nitrogen and phosphorous levels and how these reductions were calculated (if applicable to the project).
- In addition to water quality improvements, the section highlighted other anticipated project benefits, such as environmental protection, improved public health, and long-term economic advantages.

4. Project Type

- All submitted projects fell under the project type of *Water Treatment Facility Improvements*.
- Within this type, the projects were further classified based on whether they involved *enhanced nutrient reduction, expansion of facility capacity, construction of a new facility, or other type of facility upgrade*.
 - Enhanced Odor Management System: *Other type of facility upgrade*
 - Power Conditioning, Electrical Upgrades and Lightning Protection: *Other type of facility upgrade*
 - Collection System Monitoring Project: *Other type of facility upgrade*
 - Effluent Filtration Upgrades: *Enhanced nutrient reduction*

- headworks, Screening, and Equalization Tank Upgrades: *Enhanced nutrient reduction*
 - This section then detailed the specific upgrades that were proposed.
5. Facility Specific Questions
- This section focused on the facility's average daily flow, annual average nitrogen concentration, and annual average phosphorus concentration before and after proposed upgrades. Historic data was used to determine previous annual averages while future averages were calculated using methods explained in the project benefits section.
6. Additional Information
- The end of the application provided an email to send additional information or supplemental documents that would be beneficial in evaluating the project.

Summary of the Reports Submitted as "Additional Information"

WEC prepared comprehensive reports, ranging from 10 to 14 pages, for each of the five projects. These reports were submitted to the FDEP email specified as "Additional Information" with each grant application. They offered an opportunity to elaborate on the multiple-choice and numerical input questions that lacked space for explanation. Figures, tables, and appendices (listed below) were included in the reports to provide the grant reviewer with a clear understanding of how the funding will be utilized.

1. Collection System Monitoring Project

Figures:

- Map of Wastewater Service Providers in the Florida Keys
- Flovac's Remote Monitoring System Diagram
- Diagram of a Flovac Collection Pit
- Diagram of a Flovac Vacuum Valve

Tables:

- Project Information Summary
- Funding Overview
- Current Facility Standards at KLWTD's WWTP

Appendices:

- Existing DEP Funding Agreement (LPA No.)/Current Amendment
- Basin Map for KLWTD Service Area
- FloVac Proposal

2. Headworks, Screening, and Equalization Tank Upgrades

Figures:

- Location Map (WWTP)
- Map of Wastewater Service Providers in the Florida Keys

Tables:

- Project Information Summary
- Funding Overview
- Current Facility Standards at KLWTD's WWTP

Appendices:

- Existing DEP Funding Agreement (LPA No.)/Current Amendment
- Screen Hydraulic Performance Profile
- Best Management Plan
- Proposed Site Plan

3. Effluent Filtration Upgrade

Figures:

- Map of Wastewater Service Providers in the Florida Keys
- Photo Inside the Existing Disc Filter from Aqua-Aerobics
- Diagrams of the Inside of the New Disc Filter
- Site Photo of the Elevated Platform at WWTP with New Disc Filter

Tables:

- Project Information Summary
- Funding Overview
- Current Facility Standards at KLWTD's WWTP

Appendices:

- Existing DEP Funding Agreement (LPA No.)/Current Amendment
- New Evoqua Forty-X Disc Filter Spec

4. Enhanced Odor Management System

Figures:

- Map of Wastewater Service Providers in the Florida Keys
- Diagram of a vapor phase activated carbon odor control system
- Project Area A

Tables:

- Project Information Summary
- Funding Overview
- Current Facility Standards at KLWTD's WWTP

Appendices:

- CARB Product

5. Power Conditioning, Electrical Upgrades and Lightning Protection

Figures:

- Map of Wastewater Service Providers in the Florida Keys
- Map of FKEC Power Lines connecting to the KLWTD WWTP

Tables:

- Project Information Summary
- Funding Overview
- Current Facility Standards at KLWTD's WWTP

Appendices:

- Existing DEP Funding Agreement (LPA No.)/Current Amendment
- Surge Suppression Device
- Lightning Protection System

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

October 15, 2024

Agenda Item Number: P-1

Action Required:

Yes

Department:

Commissioner's Item

Sponsor:

Sue Heim

Subject:

Islamorada Discussion

Summary:

Please, consider a request for a retraction.

"Other than resolving the NPK project situation, and offering assistance to specific sewer problems, the KLWTD Board has taken no position regarding Mr Cole's requests for future discussions."

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

Approved By: _____

General Manager

Date: _____

10/10/2024